

JACKSON COUNTY SCHOOL DISTRICT
FARM LEASE AGREEMENT

THIS AGREEMENT is entered into effective this January 1, 2025, by and between the JACKSON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Florida, referred to herein as LANDLORD, and TRENTON A. CHILDS, referred to herein as TENANT.

NOW, THEREFORE, WITNESSETH:

The Landlord hereby leases to Tenant to occupy and use for agricultural and related purposes THE ARABLE CROP LAND, consisting of 60 acres more or less, located on Farm Number 585, the larger parcel generally described as SE 1/4 of the NE 1/4, the NE 1/4 of the SE 1/4, and the S 1/2 of the SE 1/4 of Section 25, T4N, R8W, Jackson County, Florida, tax parcel ID number 25-4N-08-0000-0050-0000, but not including the 12.8 acres recently cleared and lying in the SE corner of the larger parcel (as shown on the attached map); and which 60 acres are hereinafter referred to as the "Farm". The Farm consists of 60 acres, more or less, together with any improvements located thereon.

The consideration for this lease is the Tenant's clearing of and dirt work on the 12.8 acres of land lying on Farm Number 585, tract number 3563, for the construction by the Lessor of a land laboratory for District students.

THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1) The term of this Lease is five (5) years and shall begin January 1, 2025 and terminate on December 31, 2029, subject to the provisions of this agreement.

2) Tenant shall pay no additional rent for the Land, the consideration having already been provided by Tenant to Landlord as stated above (the receipt, sufficiency, and completion of which are hereby acknowledged by Landlord).

3) It is understood and agreed between the parties hereto that the Tenant shall furnish any material costs of seed, chemicals, herbicides and insecticides to be applied to any growing crops or lands utilized for growing crops. This provision shall include the cost of labor for applying the aforementioned chemicals, herbicides and insecticides (provided, that such materials and labor shall be in the sole discretion of Tenant). The Tenant agrees that he will exclusively possess and occupy the Farm continuously during the term of this Lease. At the termination of this lease, the Tenant agrees to surrender possession and occupancy of the premises peaceably.

4) The Landlord reserves the right to itself, its, agents, its employees, or its assigns to enter the Farm at any reasonable time for the purpose of: a) consultation with the Tenant; b) making improvements and inspections; c) developing mineral resources; d) after any notice of termination of the Lease is given, for plowing, seeding, fertilizing and such customary seasonal work; and e) for

such other reasonable purposes as Landlord shall, in its discretion, determine; PROVIDED, that none of which is to interfere with the Tenant carrying out regular farm operations if he is not in default under the lease.

5) The Landlord does not grant the Tenant the right to sublease any part of the Farm or to assign the Lease to any persons whomsoever, without the express written consent of the Landlord herein (provided, that Tenant may conduct his farming operations under any corporation or company owned or controlled by Tenant). This provision specifically includes any hunting rights on the Farm. The Tenant shall NOT have hunting rights on the Farm. The grain bases shall not be transferred or assigned by the Tenant.

6) The terms of this Lease shall be binding up on the heirs, executors, administrators and successors of the Tenant.

7) The Tenant will maintain the Farm, including all lands and improvements, during his tenancy in as good condition as at the lease commencement, normal wear and tear and depreciation and damages from causes beyond the Tenant's control excepted. Tenant is responsible for repairing and maintaining all lands, roads, fixtures, fences, gates and livestock facilities. The Tenant will operate the Farm in an efficient and husband-like way and will plow, seed, cultivate and harvest in a manner that will conserve the Landlord's property. The Tenant will further ensure that the real property is properly fertilized and will cause no waste or unnecessary depletion of the fertility of the soil. The Tenant shall obtain periodic inspections of soil condition through the ASCS at the beginning of the term of during this contract, and at end of contract term. Tenant will follow all guidelines and recommendations of the ASCS, as well as the requirements of the USDA in the Soil Conservation Sod Buster regulations and otherwise. Lime will be applied on the basis of the soil test and a maintenance fertilizer (at a minimum) will be applied to any crops planted. The Tenant will control soil erosion as completely as is practicable by farming the leased premises in a good and husband like manner and by filling in or otherwise controlling washes or ditches that may form.

8) The Tenant will not commit waste on or damage to the Farm and will use due care to prevent others from so doing. Tenant shall not construct or install any permanent improvements upon the Farm.

9) In the event that the Tenant fails to perform according to each of the terms and provisions of this Lease or fails to farm the leased premises in a workmanlike manner, then the Landlord reserves the right to cancel this Lease in its entirety, but such right shall be subject to the Landlord's payment of the termination fee set forth herein.

10) When the Tenant leaves the Farm, Tenant will pay the Landlord reasonable compensation for any damages to the Farm or the improvements thereon except normal wear and tear and depreciation and damages from causes beyond the Tenant's control.

11) This Lease shall not be deemed to give rise to a partnership relationship, and neither party

shall have the authority to obligate the other without written consent, except as specifically provided in this Lease. This instrument contains the entire agreement of the parties. There are no promises, representations, or warranties, other than those set forth herein.

12) Each party agrees that the other party shall not, in any way, be responsible for the debts or liabilities for damages incurred by the other party. Tenant shall indemnify and hold harmless (and shall pay the cost of defense, including all attorney fees, of the Landlord for the Landlord's liability for any accidents, injuries and property damaged occurring in the leased premises during the term of this Lease and arising out of the Tenant's use of the Farm.

13) The Tenant will keep in good repair all terraces, open ditches and inlets and outlets of the drains, preserve all established watercourses or ditches including grassed waterways, and refrain from any operation or practice that will injure them. Should improvement of the main ditches on the Farm be necessary, with the consent of the Landlord, the Tenant shall use funds available, if any, from the Soil Conservation Service. Tenant is required to maintain existing ditches on the Farm of all kind existing at the beginning of this Lease, at Tenant's own expense.

14) The Tenant shall not, without written consent of the Landlord: a) plow permanent pasture or meadowland; b) cut live trees for sale or personal uses, but may take for personal fuel or personal use on the Farm only dead or unmarketable timber designated by the Landlord; c) allow livestock on stalk fields or stubble fields; d) pasture new seedlings or legumes or grasses in the year they are seeded; e) hunt or allow hunting on the Farm; and f) plant legumes on land not known to be thoroughly inoculated without first inoculating the seed. It is distinctly understood and agreed between the parties hereto that the Farm will be used solely for the planting and harvesting of the following types of crops only: corn, squash, peas, tomatoes, bell pepper, zuchinni, and cucumber.

Plastic and drip tape may be installed.

If any form of non-biodegradable material is being installed on the property to assist in crop production, including but not limited to drip tape or any form of plastic or other ground covering that will remain on the property for more than 30 days after the expiration of the term of this Lease (collectively referred to as "non-biodegradable material"), then Tenant shall be required to pay a deposit in the amount of \$10,000.00 to be held by Landlord and/or its designee pending full and faithful discharge of Tenant's obligation to remove all non-biodegradable material from the Farm on or before the expiration of this Lease. Tenant shall be liable to Landlord for Landlord's cost of removal of all non-biodegradable material from the Farm.

15) **Early Termination of Lease:** Notwithstanding any other provisions of this Lease, it is agreed between the Tenant and the Landlord that in the event the Landlord contracts with any party other than Tenant for the sale or lease of any portion of the Farm or elects to construct improvements upon the Farm that would interfere with the Tenant's crops, the Landlord shall have the option of terminating this lease under the following conditions:

A. Upon giving the Tenant sixty (60) day notice in writing, by mail, and

B. Upon the Landlord allowing the Tenant reasonable time to remove or harvest existing crops in production, and

C. Payment to the Tenant of a prorated portion of the sum of \$57,600.00 (which is the product of \$4,500.00 per acre times 12.8 acres cleared by Tenant as the consideration for this lease), being the sum of \$11,520.00 per year of this Lease term, the proration to be determined as follows: If terminated early at any time effective before December 1 of any calendar year during the term of the Lease, then Landlord's early termination payment shall include the sum of \$11,520.00 for that calendar year and a like sum of \$11,520.00 for each following calendar year thereafter remaining on the term of the Lease.

D. Otherwise, the Tenant shall be entitled to recover no other compensation, remediation, reimbursements, damages, costs or monies of any kind to such early termination, and all of such are waived and released.

This Lease Agreement is made and entered into on the date stated above in multiple counterparts.

Signed, sealed and delivered
in the presence of:

Lessor:

JACKSON COUNTY SCHOOL DISTRICT,
FLORIDA

First Witness Signature

By: _____
Chris Johnson, Board Chairman

Printed or Typed Name of First Witness

ATTEST: _____
Hunter Nolen, Superintendent of Schools

Second Witness Signature

Printed or Typed Name of Second Witness

Signed, sealed and delivered
in the presence of:

Lessee:

First Witness Signature

Trenton A. Childs

Printed or Typed Name of First Witness

Second Witness Signature

Printed or Typed Name of Second Witness

**STATE OF FLORIDA
COUNTY OF JACKSON**

The foregoing instrument was acknowledged before me by means of physical presence by Chris Johnson, as Chairperson of the Jackson County School Board, and by Hunter Nolen, as Superintendent of Schools, personally known to me, who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily and for the purposes expressed therein; this December __, 2024.

[SEAL]

NOTARY PUBLIC
My Commission Expires:

**STATE OF FLORIDA
COUNTY OF JACKSON**

The foregoing instrument was acknowledged before me by means of physical presence by Trenton A. Childs, personally known to me, who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily and for the purposes expressed therein; this _____ (date).

[SEAL]

NOTARY PUBLIC
My Commission Expires: