

LEASE OF AGRICULTURAL PROPERTY

This lease for row crop farming only (this "Lease") is made this ___ day of _____, 2021, by and between THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA, (the "Landlord"), and MARTIN DEWAYNE GRISWOLD, (the "Tenant").

RECITALS:

A. Landlord is the owner in fee simple of certain land located in Pace, Santa Rosa County, state of Florida, legally described on Exhibit A, which is attached to and incorporated in this Lease (the "Premises").

B. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord, subject to and in accordance with the provisions of this Lease.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth here, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Lease Term. Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord, for a term of one (1) year, which term will begin on _____, and automatically renew thereafter each year on the anniversary date for a one-year period or until this lease is terminated earlier by either party on the terms and conditions set forth below.

2. Rent. Tenant will pay to Landlord an annual rental amount \$800.00 per year, such amount to be paid by Tenant to Landlord on or before the first day of each annual period of this Lease. This rental amount has been calculated by multiplying the rate of \$80.00 per acre for each acre of the Premises by the total number of acres on the Premises which is 10 acres.

3. Use of Premises; Limitations of Use. Unless otherwise agreed in writing by the parties, it is understood and agreed that Tenant will use the Premises solely for row crop farming only. Tenant will not use the Premises for any other purpose without first obtaining the

Landlord's written permission, which permission may be withheld for any reason or no reason.

Tenant will only use the Premises in a lawful manner. Tenant will not allow third parties to use the Premises. Tenant will not construct any improvements on the Premises, nor will Tenant remove any fences upon or surrounding the Premises; provided, however, the Tenant will repair or replace the fences and gates surrounding the Premises. Tenant will not permit any mechanic's liens to be filed against the Premises or Tenant's leasehold interest in the Premises.

4. Condition of Premises. Landlord makes no representations or warranties concerning the condition of the Premises. Tenant has visually inspected the Premises and accepts the Premises "AS IS" in their present condition.

5. Liability and Indemnity. Landlord will not incur any liability for any claims by Tenant. Tenant agrees to indemnify and save harmless the Landlord against any and all claims, demands, or obligations which may be made against Landlord arising out of or by reason of the tenancy created by this Lease, except claims based on Landlord's own negligence. Tenant will provide proof of liability insurance, in the amount of One Million Dollars with the School Board of Santa Rosa County as an additional named insured.

6. Compliance with Laws; No Hazardous Materials. During the term of this Lease, Tenant will, at Tenant's sole cost and expense, comply promptly with all applicable statutes, laws, ordinances, regulations, and requirements in effect during the term of this Lease applicable to the Premises and Tenant's activities thereon. Tenant will not permit any Hazardous Materials to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises except in such quantities as are found in materials used in connection with the operation of Tenant's permitted business on the Premises and which comply with and are handled, used and disposed of in compliance with the law.

7. Termination. Notwithstanding anything to the contrary contained in this Lease, either party may terminate this lease by providing thirty (30) days written notice to the other party.

8. Assignment and Sublease. Neither party may assign or sublease the Premises or its rights under this Lease without first obtaining a written authorization signed by both parties to this Lease.

9. Surrender. Upon the termination of this Lease, Tenant will vacate the Premises, and surrender and deliver the Premises to Landlord in a state of repair and condition comparable to the state of repair and condition of the Premises at the time Landlord delivered possession to Tenant, reasonable wear and tear excepted.

10. Notices. All notices and other communications required or permitted to be given under this Lease must be in writing and will be deemed delivered on: (a) the date of transmission; (b) the first business day after the date of delivery to a nationally recognized overnight courier service; or (c) the third business day after the date of deposit in the United States mail, addressed to the recipient as follows, or to such other address as any party designates by notice sent to the other party in accordance with this paragraph:

If to the Landlord:

Joey Harrell
School Board of Santa Rosa County, FL
5086 Canal Street
Milton, Florida 32570

If to the Tenant:

Martin Dewayne Griswold
10113 Chumuckla Springs Road
Jay, Florida 32565

11. Governing Law. This Lease will be governed by and construed in accordance with the laws of the state Florida, without giving effect to principles of conflicts of law.

IN WITNESS THEREOF, the parties have executed this Agreement on the 6 day of May, 2021.

Signed, sealed and delivered
in the presence of:

LANDLORD:

THE SCHOOL BOARD OF
SANTA ROSA COUNTY, FLORIDA

Attest:

By: _____
Printed Name: _____

TENANT:

Martin Dewayne Griswold Martin D. Griswold
Print Name: _____ MARTIN DEWAYNE GRISWOLD

Print Name: _____

EXHIBIT A

Commence at a 0.5 inch rebar, being the Southwest corner of Section 11, Township 3 North, Range 30 West, Santa Rosa County, Florida; thence run South 87 degrees 14 minutes 42 seconds East for 684.18 feet to an 1.0 inch iron pipe; thence run South 88 degrees 05 minutes 28 seconds East for 653.26 feet; thence run North 00 degrees 10 minutes 03 seconds East for 276.95 feet to an 0.5 inch rebar; thence run South 87 degrees 37 minutes 03 seconds East for 199.19 feet to the Point of Beginning; thence run North 10 degrees 57 minutes 47 SECONDS West for 597.95 feet; thence run South 87 degrees 37 minutes 03 seconds East for 824.28 feet; thence run South 03 degrees 38 minutes 04 seconds West for 581.94 feet; thence run North 87 degrees 37 minutes 03 seconds West for 673.54 feet to the Point of Beginning.