

LEASE

THIS LEASE is made and entered into as of the 18th day of July, 2019 by and between the Christian County Board of Education, 200 Glass Avenue, Hopkinsville, Kentucky, 42240 ("Lessor"); and Daniel Wadley Farms, 1822 Binns Mill Road, Herndon, KY 42236 ("Lessee");

WITNESSETH:

RECITALS:

1. Lessor purchased approximately 26 acres of agricultural land located in Christian County, Kentucky (the "premises") for the purpose of constructing a school; and
2. The Purchase Agreement entered into between Lessor and Lessee for said purchase provided that the parties would enter into a lease whereby Lessee would lease and occupy the tillable portion of the premises for agricultural purposes;
3. Lessee and Lessor wish to put the terms of the lease in writing;

Now, therefore, in consideration of the mutual promises set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- (A) **Term:** The initial term of this lease shall be for a period of one (1) year, commencing on July 18, 2019 and ending on September 1, 2020.
- (B) **Rent:** Rent for the lease of the premises shall be \$150.00 per acre.
- (C) **Purpose:** The premises are to be used only for the agricultural purpose of planting, raising, and harvesting of crops on the tillable acreage. The premises shall not be used for any other purpose with the prior written consent of the Lessor.
- (D) **School Construction:** In the event it becomes necessary for Lessor's excavation contractors to transfer dirt from the leased premises in order to prepare for school construction, Lessee consents to such removal, including the destruction of planted crops, without cause of action against Lessor. Rent will not be due against any acreage affected.
- (E) **Assignment:** Lessee shall not take any of the following actions without the prior written consent of the Lessor:
- a. Assign, transfer, or pledge this lease, or any part of, or interest in the premises;
 - b. Sublet the premises or any part thereof; or
 - c. Permit the premises or any part thereof to be used by anyone other than Lessee or persons designated by Lessor.
- (F) **Nuisance:** Lessee shall use the property in a careful and proper manner complying with all laws, ordinances, and regulations relating to the possession and maintenance of the premises, and shall not maintain or cause to be maintained any nuisance on the premises.
- (G) **Indemnification of Lessor:** Lessee shall indemnify and hold Lessor harmless from and against all claims, actions, proceedings, costs, damages, and liabilities, including attorney fees, arising out of, connected with, or resulting from his occupancy, use or farming operations.

- (H) **Government Programs:** Lessee shall receive payments due under any government programs that are in effect at any time during the term of this Lease.
Lessee shall not make any alterations, additions, or improvements to the premises without first obtaining the prior written consent of Lessor. Without limiting the generality of the foregoing, no timber shall be cut or removed from the premises or any area cleared without the written consent of the Lessor. All alterations, additions, and improvements made by Lessee shall become the property of the Lessor upon the making thereof and shall be surrendered to Lessor upon the termination of this lease.
- (I) **Liens:** Lessee shall keep the premises free and clear from any and all liens, encumbrances, claims, or demands for work performed, material furnished, or operations conducted at the request of Lessee.
- (J) **Inspection:** Lessee shall permit Lessor and its representatives to enter the premises at any reasonable time to inspect the premises for the purpose of determining whether Lessee is complying with the terms of this lease, or for any other purpose to protect Lessor's interest in the premises.
- (K) **Taxes:** Lessor shall pay all taxes imposed upon the premises by reason of ownership. Lessee shall pay all taxes levied against him or his property or which arise out of the possession or use of the premises, together with any penalties or interest which may be assessed therewith.
- (L) **Crop ownership:** Lessee shall be the owner of the harvested crops and receive all proceeds and income therefrom.
- (M) **Lessee Duties:** Lessee shall, at Lessee's own cost and expense, perform the following duties:
- a. Provide all labor and farm equipment necessary to plant, cultivate, grow, and harvest the crops in a good and husbandlike manner;
 - b. Supply fertilizers and pesticides necessary to plant, cultivate, grow, and harvest the crops; and
 - c. Use reasonable efforts to keep the premises free and clear of all weeds or plants generally considered noxious, dangerous, or unfit for farming by spraying with herbicide or mowing or otherwise removing all such weeds.
 - d. Clear all brush piles and spread soil prior to tilling ground.
- (N) **Lessor-Lessee Relationship:** The relationship created by this lease is that of Lessor and Lessee. Nothing contained herein shall be construed as creating any other relationship between Lessor and Lessee, including a partnership, joint venture, or employment relationship. Neither Lessor nor Lessee shall be liable, except as otherwise expressly provided in this lease, for any obligations or liabilities incurred by the other.
- (O) **Termination and Default:** Upon the termination of this lease, all of Lessee's rights in the premises shall cease and the Lessor, or its successors or assigns, may re-enter and take possession of the premises, evict Lessee, and hold the premises free of all claims of Lessee. Notwithstanding such termination upon default by Lessee, Lessor shall have the right to exercise such other rights and remedies as are provided by law or in equity. Lessee shall pay any costs and attorney fees incurred by Lessor in re-entry of the premises.
- (P) **No Waiver of Default:** Failure of Lessor to exercise any of the remedies afforded him by virtue of this lease, or which are otherwise available to it, shall not constitute a waiver of any default hereunder, and the acceptance of rent by the Lessor shall not constitute a waiver of any default which has taken place at any time prior to such acceptance.

(R) **Binding Agreement:** This lease will be binding upon and inure to the benefit of the Lessor and Lessee and their respective heirs, successors, and assigns. Any provision herein that may prove to be limited or unenforceable under the applicable laws shall not affect the validity or enforcement of the remainder of such provision or of any other provision.

Notary Public