



Lowndes County School System RFP Pecan Orchard

Location: 2463 Copeland Road, Valdosta, GA 31601

This lease solely grants the right to farm the present pecan orchard and grants no other farming rights to the property. LESSOR is not hereby leasing to LESSEE any equipment, building or sheds, other than the irrigation pump and system. LESSEE shall be responsible for all utilities, repairs and maintenance costs associated with farming of the pecan orchard and maintenance of the irrigation system and pump.

The term of this lease is for a period of 12 months commencing April 1, 2019 and continuing until March 31, 2020. It is the intention of LESSOR to consider in March 2020 and 2021 a 12 month extension of lease, unless it is otherwise terminated. Either party has the right to terminate the lease earlier by providing the other party thirty (30) days written notice.

LESSEE shall be liable for all injuries to its employees, persons harmed by reason of the farming operations of LESSEE and all others persons entering on said premises through the LESSEE'S permission and shall indemnify and hold LESSOR harmless for any and all claims of all such persons whomsoever. LESSEE further agrees to indemnify and hold harmless LESSOR from and against any and all claims, actions, damages, liability and expenses (including attorney fees and court costs) arising from or out of injuries or damages occurring on said premises during the term of this Lease Agreement or renewals hereof, if any. LESSEE agrees to use, apply, and dispose of all petrochemicals (fuels and/or lubricants) and farm chemicals (herbicides, sprays, fertilizers and the like) in the manner provided for in the directions accompanying said chemicals and in such a manner as to be in compliance with the laws of the United States of America, the State of Georgia and Lowndes County (including, but not limited to, any laws or regulations regulating agricultural and/or environmental uses) and to indemnify and hold harmless LESSOR from any and all claims, actions, damages, liability and expenses associated therewith arising from LESSEE'S use of any such chemical on the pecan orchard. Said indemnification shall include, but is not limited to, any health threats to persons, any property damage caused by overspray or run-off and/or ground or water contamination. LESSEE shall at all times remain liable and responsible for compliance with all EPA, EPD and any other environmental rules, regulations and laws and shall indemnify and hold LESSOR harmless from any and all liability, fines, penalties, judgments, claims or actions regarding the environment, gas, fuel, and compliance with said laws, rules, and regulations, which arise, at any time, out of LESSEES occupancy and use of the orchard. LESSEE agrees to maintain farming and/or liability insurance that covers these acts and indemnifications with limits of not less than \$500,000.00 and to name LESSOR as an additional insured thereon.

LESSOR reserves the right to enter onto the property to perform a Pecan Harvest Survey either by students or employees of LESSOR, or other party determined by the LESSOR.

LESSEE shall do no acts of farming which are contrary to the rules and regulations as set forth by the ASCS Office of the U.S. Department of Agriculture or the laws of the State of Georgia, but shall practice and follow acceptable methods of farming husbandry. Further, LESSEE shall not participate in any program of the ASCS Office, which shall diminish the current allotments quota. LESSEE hereby agrees to maintain the pecan trees in the orchard in good healthy order, including, but not limited to, spraying the trees, properly fertilizing

the trees, trimming the trees, removing dead limbs from the trees and ground, and maintaining an herbicide strip under the trees. Prior to LESSEE spraying or properly fertilizing said trees,

LESSEE shall provide to LESSOR an anticipated list of any and all chemicals, liquids or particulates to be applied to said pecan trees in the orchard on said property. Within thirty (30) days after application, LESSEE shall provide to LESSOR a specific list of all fertilizers, insecticides, chemicals, liquids or particulates placed on said pecan trees in the orchard on said property.

LESSEE shall make every reasonable effort to avoid aerial spraying while students are present at the Lowndes Middle School.

The agreement shall not be assignable, in whole or in part, without the prior written consent of LESSOR, which consent may be withheld for any reason.

LESSEE shall have immediate possession of the pecan orchards; however, LESSEE agrees that it shall farm the orchards in such a manner as to minimize the impact of such farming practices upon the LESSOR use of the residence and driveways located within the pecan orchards. Furthermore, LESSEE agrees that it shall keep the orchards mowed and kept in the usual and customary condition for a working pecan orchard. LESSEE shall keep the premises free from litter and debris during the term of this lease agreement. Should LESSEE fail to properly maintain the orchard, LESSOR shall send LESSEE written notice by email, fax, or letter and LESSEE shall have 24 hours from the transmission of the letter if by fax and 72 hours if by mail in which to correct any maintenance problems. Should LESSEE fail to correct any maintenance problems in the allotted time, LESSOR shall have the right to cause the maintenance to be performed and LESSEE shall be responsible for all costs associated therewith or at LESSOR'S option, terminate said lease agreement whereby LESSOR shall take immediate possession of said Property.

LESSEE accepts the lands leased hereby and all improvements thereon in their present condition and shall return the same to the LESSOR in the same condition, normal wear and use accepted.

It is understood and agreed that should LESSEE hold over the said premises beyond said term, or any extension thereof, without first having extended this lease by written agreement, such holding over by LESSEE shall not be considered as an extension of this lease.

LESSEE shall make no alterations, additions, improvements, or changes to the pecan orchard without the prior consent of LESSOR. If any changes, alterations, improvements, or additions are agreed to by LESSOR; all of same shall become and remain a part of the orchard at the termination of the lease, unless otherwise agreed to in writing by LESSOR and LESSEE.

All pecans removed from the property shall be offered for sale to a proper Buyer in a timely and customary manner. Payment to Lowndes County School District shall be _____ per year.

The Lowndes County Board of Education is soliciting competitive proposals from qualified interested parties for an annual lease with options to renew for lease of pecan orchard consisting of 91.5 acres located at 2463 Copeland Road Valdosta, GA 31601. The proposal will include a minimum annual payment in addition to a guaranteed percentage of gross receipts of sales from harvested pecans. Proposals will be received until 4:30 pm of February 13, 2019.