

DATED: _____

This Lease agreement is made between the following parties:

Lessee: _____

Lessor: _____

Terms of Lease:

1. The Property is located at Parcel XXXXXX

Lessee to install above ground irrigation system as needed for his crops by connecting to the non-potable irrigation water meter on the Property, and shall pay all irrigation water bills. Upon termination of the lease, Lessee shall remove irrigation, as agreed by Lessor. Lessor has the option of retaining all or part of the irrigation system at an agreed-upon price with lessee.

2. Lessee to clear the approximately XXXX acre of overgrown trees in agreed-upon areas of the property and Lessee shall also not _____ (list any prohibited activities) on the Property, except as agreed-upon by the lessor.

3. Lessee's use of the property shall be to grow specialty crops _____ (crops) and for _____, agricultural activities. Any other uses will require prior written approval by Lessor.

4. Lessee will obtain a farm plan for the Property. Lessee will show the plan to Lessor for its approval prior to submission to the County.

5. In consideration of this Lease, Lessor shall obtain any tax, water or other benefits accruing to the owner of the Property, due to Ag Use. No additional rent shall be charged to Lessee. However, if Lessor is not able to secure an Ag Use valuation for its real property taxes within one year of the start of this lease because Lessee's farm activity is not sufficient to qualify for Ag Use valuation, then Lessor may terminate this Lease without liability to Lessee.

6. Lessee will name Lessor as an additional insured and provide proof of insurance. The Lessee shall indemnify and hold the Lessor harmless and defend her from any and all costs, expenses, losses, damages, debts and obligations and any and all legal action or liability resulting from any and all wrongful acts, errors, omissions and/or negligence of the Lessee, or his respective agents, employees, independent contractors, customers or guests during the term of the Lease.

7. Lessee will carry worker's compensation insurance and any other insurance, required by law for any of its employees who work on the Property. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, principal/agent, or other business relationship in regards to the Ag use of the Property. The parties intend that the relationship between Lessor and Lessee created by this Agreement is strictly that of Lessor/Landlord and Lessee/Tenant.

8. Lessee will only use the following fertilizers, pesticides and herbicides on the Property: _____ . No other chemicals will be stored or applied onto the Property. In the event any hazardous chemicals remain on the Property at the end of the Lease term, Lessee shall be responsible for the cost of removal of any such chemicals and for the cleanup of the soil on the Property, if required.

9. Term of the lease shall be **five (5)** years from date written, above. Provided that Lessor may terminate the lease by giving 3 months notice. However, if Lessor terminates the lease during the first years, Lessor will pay Lessee 90% of Total expenses (less water Water bill) accrued till then to compensate Lessee for grading and grubbing of the property. If Lessor terminates the lease during the second year, Lessor will pay Lessee 60% to compensate Lessee for the clearing work. However, if Lessor terminates the lease during the third year, Lessor will pay Lessee \$XXXXX to compensate Lessee for the clearing of the property.

10. Lessee may erect a Work area (Tool Shed or Container) on the property at a location to be approved by Lessor. Upon termination of the lease, Lessee shall remove the tool shed, as agreed by Lessor. Lessor has the option of retaining the shed at an agreed-upon price.

11. Lessor may enter the property at any time to inspect the premises, tend to trees, or for other purposes that do not interfere with Lessee's cultivation of crops. Lessor shall have the option to plant trees on the perimeter of the Property.

12. After the initial FIVE (5) year term, the lessee may extend this lease agreement for an additional FIVE (5) years if all conditions of this agreement are met and property is in good condition.

13. Upon the termination of the Lease, Lessee shall remove any improvements erected or installed on the Property, unless the Landlord elects to keep said improvements at an agreed-upon price. It is the intent of the parties that Lessee restore the Property to the condition it was in before Lessee's occupancy, with the exception of any clearing that was done in furtherance of Lessee's Ag use of the Property.

14. Lessor will allow Lessee to place a storage shed or container and portable toilet on the property, provided that Lessee shall secure all governmental permits and necessary association approvals prior to doing so. In addition, Lessee shall meet with Lessor to select the location of such facilities.

Lessee

Name: _____

Signature: _____

Address: _____

Phone: _____

Date signed: _____

Lessor:

Date signed: _____