

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT (this "Agreement") is made as of the 1st day of January, 2024 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Landlord"), and **WILLIAM PAUL JONES, JR.**, an individual resident of the State of Georgia ("Tenant"). The Landlord and Tenant shall also be referred to herein each as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Landlord is the owner of that certain real property located in Walnut Grove, Walton County, Georgia, being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Landlord desires to lease the Property to Tenant to be used pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. Lease.** The Landlord hereby leases the Property to Tenant, subject to the terms and provisions of this Agreement.
- 2. Term.** The term of this Agreement shall commence on the Effective Date and terminate at 11:59 p.m. on December 31, 2025.
- 3. Rent.** Tenant shall pay to Landlord the sum of Five Thousand Dollars (\$5,000.00) as rent for the Property for the Term provided in Section 2 hereof. Payment shall be made within ten (10) days of the Effective Date.
- 4. Use of Premises.** Tenant shall only use the Property for an Agricultural Purpose. Agricultural Purpose shall mean the raising, harvesting, and storing crops. Tenant shall be responsible for the cost of providing any electric power service to the Property, and Landlord agrees not to interfere with Tenant's power supply.
- 5. Landlord Access.** From and after the Effective Date and throughout the term of this Lease, Landlord and its agents, representatives, or designees shall have the right and privilege of going upon the Property for any purpose. Further, Landlord specifically reserves the right to build an access road through the Property. If such access road is built during the term of this Lease, Landlord shall not be responsible for any damage to Tenant's crops resulting therefrom.
- 6. Landlord's Right of Early Termination.** Notwithstanding anything herein to the contrary, Landlord reserves the right to terminate this Agreement at any time during the term of this Agreement upon 30 days' written notice. If Landlord exercises such right of early termination, Landlord agrees to reimburse the actual and direct out of pocket costs incurred by Tenant in

conducting his farming operations on the Property. Landlord shall not be responsible for any lost profits of Tenant.

7. **Maintenance.** At all times during the term of this Agreement, Tenant shall maintain the Property in good condition free from debris, bottles, and trash.

8. **Insurance.** Tenant shall cause Landlord to be added as an additional insured on Tenant's liability insurance policy covering the Property.

9. **Compliance with Law.** Tenant, at Tenant's sole cost and expense, shall comply with all laws, statutes, regulations, and orders of federal, state and local authorities, and with all directions of all public officers that shall impose any duty upon Tenant with respect to the Premises or the use or occupancy thereof. Tenant shall also refrain from contaminating the Premises or creating noxious odors that would be offensive to neighboring property owners or the public.

10. **Indemnification.** Tenant shall indemnify and hold harmless Landlord from any damages or other liability resulting from Tenant's use of the Property.

11. **Notice.** Notices or demands may be given to either party by the other, in addition to any method provided by law, by depositing such written notices or demands in the United States mail in a postage pre-paid envelope addressed as follows:

If to Landlord:

Walton County, Georgia
Attn: Rhonda Hawk, County Clerk
111 South Broad Street
Monroe, GA 30655

If to Tenant:

William Paul Jones, Jr.
2961 Old Hwy 138 SW
Monroe, Georgia 30655

12. **Entire Agreement.** This Agreement incorporates all prior negotiations, interpretations, and understandings between the Parties and is the full and complete expression of their agreement.

13. **Severability.** The invalidity or unenforceability of any term or condition of this Agreement shall not invalidate, render unenforceable, or adversely affect the remaining terms and provisions.

14. **Modifications.** Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both Parties.

15. **Governing Law.** This Agreement is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

TENANT:

WILLIAM PAUL JONES, JR.

By: _____ (Seal)
William Paul Jones, Jr.

LANDLORD:

WALTON COUNTY, GEORGIA

By: _____ (Seal)
David G. Thompson, Chairman

Attest: _____ (Seal)
Rhonda Hawk, County Clerk

Exhibit A

Legal Description

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, County of Walton, located in Land Lot 164 and 176, of the 4th Land District, being designated as Tract 2, containing 71.445 acres, more or less, according to a survey entitled "Boundary Survey For: Paul Jones," dated September 4, 2017, prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, Georgia Registered Land Surveyor No. 2921, recorded in Plat Book 113, page 96, Clerk's Office, Walton County Superior Court. Reference to said survey is hereby made and the same is incorporated herein for a more complete description of the property conveyed.

This being the real property commonly known as 3866 Anglin Road, according to the present system of numbering properties in Walton County, Georgia.

Map/Parcel No.: C0520069A00

TOGETHER WITH

All that tract or parcel of land, together with all improvements thereon, if any, situate, lying and being in the State of Georgia, County of Walton, located in in Land Lots 175 and 176 of the 4th District, Walton County, Georgia, being Tract 1, containing 15.00 acres, and Tract 2, containing 17.00 acres, as more particularly shown on plat of survey prepared by Apalachee Land Surveying, Inc., certified by Charles D. Norton, dated January 7, 2005, last revised December 27, 2007, recorded at Plat Book 103, page 88, Walton County, Georgia records, said plat being incorporated herein by this reference and made a part hereof.

Map/Parcel No.: WG010044 (Tract 1) & WG010043 (Tract 2)