

**JACKSON COUNTY SCHOOL DISTRICT  
FARM LEASE AGREEMENT**

THIS AGREEMENT is entered into this 17th day of December, 2024, by and between the JACKSON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Florida, referred to herein as **LANDLORD**, and ISAAC MATTHEWS BALL referred to herein as **TENANT**.

NOW, THEREFORE, WITNESSETH:

The Landlord hereby leases to Tenant to occupy and use for agricultural and related purposes that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference (the same as if fully copied in words and figures), which is located in Cottdale, Jackson County, State of Florida and is hereinafter referred to as the "Farm". The Farm consists of 24 acres, more or less, together with any improvements located thereon. This lease is in the place of and supersedes any prior lease between the parties.

THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

- 1) The term of this Lease is one (1) year and shall begin January 1, 2025 and terminate on December 31, 2025 subject to the provisions of this agreement.
- 2) Tenant shall pay the Landlord the sum \$ 400.00 per year payable in advance.
- 3) It is understood and agreed between the parties hereto that the Tenant shall furnish all material costs of seed, chemicals, herbicides and insecticides to be applied on the growing crops or lands utilized for growing crops. This provision shall include the cost of labor for applying the aforementioned chemicals, herbicides and insecticides, as well as the cost of airplane spraying, if necessary. The Tenant agrees that he will exclusively possess and occupy the Farm continuously during the term of this Lease. At the termination of this lease, the Tenant agrees to surrender possession and occupancy of the premises peaceably.
- 4) The Landlord reserves the right to itself, its, agents, its employees, or its assigns to enter the Farm at any reasonable time for the purpose of: a) consultation with the Tenant; b) making improvements and inspections; c) developing mineral resources; d) after notice of termination of the Lease is given, of plowing, seeding, fertilizing and such customary seasonal work; none of which is to interfere with the Tenant carrying out regular farm operations if he is not in default under the lease; and e) for such other reasonable purposes as Landlord shall, in its discretion, determine.
- 5) The Landlord does not grant the Tenant the right to lease or sublet any part of the Farm or to assign the Lease to any persons whomsoever, without the express written consent of the Landlord herein. This provision specifically includes any hunting rights on the Farm. The Tenant shall also not have hunting rights on the Farm. The grain bases shall not be transferred or assigned by the Tenant.
- 6) The terms of this Lease shall be binding up on the heirs, executors, administrators and

successors of the Tenant.

- 7) The Tenant will maintain the Farm, including all lands and improvements, during his tenancy in as good condition as at the lease commencement, normal wear and tear and depreciation and damages from causes beyond the Tenant's control accepted. Tenant is responsible for repairing and maintaining all lands, roads, fixtures, fences, gates and livestock facilities. The Tenant will operate the Farm in an efficient and husband like way and will plow, seed, cultivate and harvest in a manner that will conserve the Landlord's property. The Tenant will further ensure that the real property is properly fertilized and will cause no waste or unnecessary depletion of the fertility of the soil. The Tenant shall obtain periodic inspections of soil condition through the ASCS at the beginning of, during this contract, and at end of contract term. Tenant will follow all guidelines and recommendations of the AS CS, as well as the requirements of the USDA in the Soil Conservation Sod Buster regulations and otherwise. Lime will be applied on the basis of the soil test and a maintenance fertilizer (at a minimum) will be applied to any crops planted. The Tenant will control soil erosion as completely as is practicable by fanning the leased premises in a good and husband like manner and by filling in or otherwise controlling washes or ditches that may form.
- 8) The Tenant will not commit waste on or damage to the Farm and will use due care to prevent others from so doing.
- 9) In the event that the Tenant fails to perform according to each of the terms and provisions of this Lease or fails to farm the leased premises in a workmanlike manner, then the Landlord reserves the right to cancel this Lease in its entirety.
- 10) When the Tenant leaves the Farm, he will pay the Landlord reasonable compensation for any damages to the Farm or the improvements thereon except ordinary wear.
- 11) This Lease shall not be deemed to give rise to a partnership relation, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this Lease. This instrument contains the entire agreement of the parties. There are not promises, representations, or warranties, other than those set forth herein.
- 12) Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party. Tenant shall indemnify and hold harmless (and shall pay the cost of defense, including all attorney fees, of) the Landlord for all accidents, injuries and property damaged occurring in the leased premises during the term of this Lease.
- 13) The Tenant will keep in good repair all terraces, open ditches and inlets and outlets of tile drains, preserve all established watercourses or ditches including grassed waterways, and refrain from any operation or practice that will injure them. Should improvement of the main ditches on the farm be necessary, with the consent of the Landlord, the Tenant shall use funds available, if any, from the Soil Conservation Service. Tenant is required to maintain existing ditches of all kind existing at the beginning of this Lease, at his own expense.

14) The Tenant shall not, without written consent of the Landlord: a) plow permanent pasture or meadowland; b) cut live trees for sale or personal uses, but will take for personal fuel or personal use on the Farm only dead or unmarketable timber designated by the Landlord; c) allow livestock on stalk fields or stubble fields; d) pasture new seedlings or legumes or grasses in the year they are seeded; e) hunt or allow hunting on the Farm; and f) plant legumes on land not known to be thoroughly inoculated without first inoculating the seed. It is distinctly understood and agreed between the parties hereto that the Farm will be used for row crop farming for peanuts and cotton only.

15) **Early Termination of Lease:** Notwithstanding any other provisions of this Lease, it is agreed between the Tenant and the Landlord that in the event the Landlord contracts with a client for the sale or lease of any of the property identified within the Lease, in conjunction with an Economic Development Project, the Landlord shall have the option of terminating this lease under the following conditions:

A. Upon giving the Tenant sixty (60) day notice in writing, by mail, and

B. Upon the Landlord allowing the Tenant reasonable time to remove/harvest agriculture crops in production, and

C. In the event of any early termination of the lease or any portion thereof by the Landlord, the Tenant shall be reimbursed a sum equal to \$1.38 per acre times the number of acres to which the termination applies, time the number of whole months remaining in the calendar year after the effective date of the termination. Upon any early or other termination of the lease, the Tenant shall be entitled to recover no other compensation, remediation, reimbursements, damages, costs or monies of any kind to such early termination, and all of such are waived and released.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

This Lease Agreement made and entered on the date stated above in triplicate original.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
First Witness Signature

\_\_\_\_\_  
Printed or Typed Name of First Witness

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Printed or Typed Name of Second Witness

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
First Witness Signature

\_\_\_\_\_  
Printed or Typed Name of First Witness

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Printed or Typed Name of Second Witness

State of Florida  
County of Jackson

**LESSOR:**

JACKSON COUNTY SCHOOL DISTRICT,  
FLORIDA

BY: \_\_\_\_\_  
Board Chair

ATTEST: \_\_\_\_\_  
Hunter Nolen  
Superintendent of Schools

**LESSEE:**  
(Bid Recipient Name)

BY: \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, Chairperson and Superintendent of Schools, of the JACKSON COUNTY SCHOOL DISTRICT.

They ( ) are personally known to me or ( ) have produced \_\_\_\_\_ as identification and who did not take an oath.

NOTARY PUBLIC

\_\_\_\_\_

Printed Name: \_\_\_\_\_  
State of Florida at Large  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

State of Florida  
County of Jackson

THE FOREGOING INSTRUMENT was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by as \_\_\_\_\_, who ( ) is personally known to me or ( ) have produced \_\_\_\_\_ as identification and who did not take an oath.

NOTARY PUBLIC

\_\_\_\_\_

Printed Name: \_\_\_\_\_  
State of Florida at Large  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

H. Matthew Fuqua  
Florida Bar No. 0520330  
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Post Office Box 1508  
Marianna, Florida 32447  
(850) 526-2263

Attorneys for Lessor/Landlord

## EXHIBIT A

Location and Description of Farm. The JCSB parcel of land west of Cottondale High School designated as the Cottondale High School Land Lab (34-5N-12-0000-0240-0010). This property is located on the Northwest corner of US Highway 90 and Sapp Road.