

**FARM LEASE
CASH RENT**

This Farm Lease Cash Rent, hereinafter referred to as Lease, is entered into this ___ day of _____, 2024, between the Wahoo Airport Authority, Saunders County, Nebraska, a political subdivision of the State of Nebraska, whose address is P.O. Box 122, Wahoo, Nebraska 68066, hereinafter referred to as Owner and _____ whose address is _____ and phone number is _____, hereinafter referred to as Tenant(s).

1. Description of Property. Owner hereby leases to the Tenant to occupy and use for agricultural purposes only, the following described property located in Saunders County, State of Nebraska:

SEE EXHIBIT "A" ATTACHED HERETO,

hereinafter referred to as Property, subject to easements of record.

2. Term of Lease. The term of this Farm Lease shall commence as of the 1st day of March, 2024, for crop year 2024, and shall terminate with no further notice as of December 31, 2026, or the harvest and removal of the 2026 crop, whichever occurs first, subject to the following:

- a. Owner shall have the right to terminate and cancel this Farm Lease at anytime during the term of this Farm Lease. If owner notifies Tenant of the termination of this Farm Lease before March 1 of any crop year of this Farm Lease or after November 1 but before March 1st of the ensuing crop year of this Farm Lease, Owner shall owe no damages to Tenant. If Owner notifies Tenant of this Farm Lease between March 1 and November 1 of the current crop year, Owner shall pay to Tenant the following:
 - i. All cash rent paid by Tenant to Owner for the crop year during which this Farm Lease is terminated;
 - ii. All out of pocket cost of Tenant for seeds, herbicides, chemicals, fertilizers, and other related items actually purchased by Tenant and incorporated onto Property;
 - iii. Tenant's labor for soil preparation and the planting of seeds and the application of herbicides, chemicals, fertilizers, and other related items, said labor to be paid pursuant to the existing custom

labor charges then existing for said services as complied and reported by the University of Nebraska for this area.

3. Rental. Tenant agrees to pay Owner rental for Property the sum of \$ _____ per acre for _____ acres for each crop season (or as adjusted for reporting through Farm Services Agency) of this Farm Lease payable to the Wahoo Airport Authority as follows:

- a. Fifty (50%) on or before March 15, 2024 for year one of this lease, March 1 of each remaining crop year of this Farm Lease;
- b. Fifty (50%) on or before November 1 of each crop year of this Farm Lease.

4. Tenant agrees that:

- a. Tenant shall bear all crop expenses, including, but not limited to, seed, fertilizer, herbicides, insecticides, and all other miscellaneous crop expenses, including, machinery costs, and cost of harvesting crops.
- b. Tenant shall care for Property in a diligent, thorough, efficient, workmanlike and husbandlike manner using such methods and techniques as is usual and customary for such operation under similar conditions, and perform all necessary conservation practices to maintain the Property for continued future use and cultivation, including, but not limited to, prevention of soil erosion, prevention of pollution and/or contamination of surface and underground water sources and supplies, and prevention of all other forms of contamination of and/or pollution.
- c. Tenant shall certify to the U.S. Department of Agriculture all crop ground acres on Property, including those deferred, set aside, or otherwise idle, and maintain such certifications in current status at all times.
- d. Tenant will observe and carry out soil conservation requirements according to the program of the Soil Conservation District or Natural Resources District in which the Property are located and observe and carry out any conservation plan for the Property approved by the SCS or NRD.
- e. Tenant shall prevent the pollution and/or contamination of surface and underground water sources and supplies located on Property.
- f. Tenant shall keep in good repair all grass waterways and terraces located on Property.

- g. Tenant shall keep Property reasonably free from weed infestation and destroy weeds before they ripen into seed, as appropriate.
- h. Tenant shall not remove from Property any crop residue and/or stover without first receiving the written permission of Owner with additional consideration to be paid therefore should the parties agree.
- i. Tenant shall advise Owner of all chemicals he will be using on the Property during the term of this Farm Lease.
- j. Fertilizer materials applied on the Property shall be limited to those that do not carry an offensive or obnoxious odor to the neighboring property owners. As such, biowaste from the Ethanol Plant and animal manure from livestock yards shall be strictly prohibited.
- k. The Tenant shall obtain Comprehensive General Liability Insurance of \$1,000,000.00, combined single bodily injury and property damage covering the Property and operations, and naming Owner as an additional insured as its interests may appear.
- l. Tenant is prohibited from assigning or subletting the Property or any part thereof without first obtaining the express written consent of Owner. Any attempt to assign or sublet any part of the Property covered by this Farm Lease without securing the required written consent shall constitute a default.
- m. Tenant shall promptly return possession of the Property to the Owner upon the termination date set forth above unless earlier terminated by mutual agreement or by default of Tenant under the terms of this Farm Lease. If possession is wrongfully withheld, Tenant shall pay \$100.00 as liquidated damages for each day he remains in possession. Additionally, any and all court costs and attorney fees incurred by Owner as a result of Tenant's wrongful possession shall be considered rent and will be paid by Tenant.
- n. The Tenant shall indemnify and hold the Owner and the property of the Owner, including the Property, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Tenant's occupation and use of the Property including any claim, liability, loss or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by the condition of the Property, the condition of any improvements or personal property in or on the Property, or the acts or omissions of Tenant or any persons in or on the Property with the express or implied consent of Tenant. The duties of Tenant under

this paragraph to indemnify and hold the Owner and the Property of the Owner free and harmless from any such claim, liability, loss, or damage shall extend to any claim, liability, loss or damage arising by reason of the injury to or death of the following:

- i. The Tenant;
 - ii. Any agent, officer or employee of the Tenant;
 - iii. Any independent contractor hired by Tenant to perform work or render services on the Property; or
 - iv. Any agent, officer, or employee of any agent, officer, or employee of any independent contractor hired by Owner to perform work or render services on the Property.
- o. Tenant shall understand the following restrictions on the farm ground because of the primary use of this property as aeronautical in nature:
- i. Tenant shall maintain a distance of one hundred twenty-five (125) feet from runway centerline to crop; forty-five (45) feet from taxiway centerline to crop, one hundred (100) feet from the AWOS, and three hundred (300) feet from the end of the runway to crop.
 - ii. Crops shall not be allowed within twenty-five (25) of a PAPI Light Box.
 - iii. All crops shall be low-lying with a height so as not to interfere with airport activities. Specifically, corn, or similar tall crop, will not be allowed.
5. Owner Agrees That:
- a. It will pay all taxes on said Property, if so assessed by the Saunders County Assessor and Treasurer.
 - b. If Owner should sell or otherwise transfer the Property, it will do so subject to the provisions of this Farm Lease.
 - c. Tenant shall receive all grain crops and 100% of any Farm Service Agency payments, if any.

- d. Owner shall pay Tenant for any damages caused by Owner to Tenant's property as a direct result of actions by Owner or Owner's employees or agents.

6. It Is Mutually Agreed Between Owner and Tenant That:

- a. Time is of the essence in this Farm Lease and should Tenant fail to pay rent as required or fail to comply with any other term, condition, covenant or agreement contained herein, Owner may, at its option, cancel and terminate this Farm Lease, and shall have the right to take immediate possession of the Property. Further, upon any default, all unpaid rent may be declared immediately due and payable and all payments previously made will be retained as rent and liquidated damages. All costs and attorney fees incurred by Owner as a result of enforcing the terms of this Farm Lease will be considered rent and shall be paid by Tenant.
- b. Owner shall have the right to enter the Property, either by elected official, employee or by agent, at any reasonable time for the purpose of consulting with Tenant, making repairs, improvements and inspections, surveying, obtaining soil samples, and other related matters.
- c. The term of this Lease is personal to Tenant. Should Tenant die or be unable to continue this Lease due to physical or medical disability this lease shall terminate though Tenant's heirs, personal representatives, or agents, shall be permitted to harvest any crop growing on Property. Tenant shall not sublease the property or allow any other entity tenancy rights in said property without the express written consent of the Owner.
- d. The Owner holds and retains all hunting and recreational activities on the entire property and may assign said activities at Owner's sole discretion.
- e. The north drive entrance off of County Road N is a private drive and should not be used by the Tenant or its invitees. The farm entrance is further to the east on County Road N and should be used as the sole access to the Property.
- f. Should Owner undergo a capital construction project during the term of this Lease, then Owner reserves the right to withhold farmable acres accordingly. Provided, however, the rental payment shall be reduced based on the number of withdrawn acres for the affected crop season.

DATED this _____ day of February, 2024.

WAHOO AIRPORT AUTHORITY
SAUNDERS COUNTY, NEBRASKA
A Political Subdivision,

By: _____
_____, Chair
Wahoo Airport Authority

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing Farm Lease Cash Rent was acknowledged before me this ____ day of _____, 2024, by _____, Chair of the Wahoo Airport Authority, Wahoo, Saunders County, Nebraska.

Notary Public

By: _____
_____ Tenant

Social Security No. _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing Farm Lease Cash Rent was acknowledged before me this ____ day of _____, 2024, by _____ Tenant.

Notary Public

By: _____
_____, Tenant

Social Security No. _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing Farm Lease Cash Rent was acknowledged before me this ____ day of _____, 2024, by _____ Tenant.

Notary Public

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