#### **FARM LEASE**

THIS LEASE ("Lease") is made between Linn-Mar Community School District ("Landlord"), whose address for the purpose of this Lease is 2999 N. 10<sup>th</sup> Street, Marion, Iowa, 52302 and Bryce Airy whose address for the purpose of this Lease is 4074 C Avenue Ext, Alburnett, IA 52202.

# THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

SW SW Section 14; That part of E ½ NE NE Section 22 East of the Road; and NW NW Section 23, all in 84-7, Linn County, Iowa, except the Public Highway,

and containing 77.94 tillable acres, more or less, with possession by Tenant for a term of two (2) years to commence on March 1, 2021, and ending on February 28, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"), total annual cash rent of \$18,705 (\$240 per acre), payable in full, unless otherwise agreed, no later than December 30, 2021.

For the 2022 term, the overall average per acre amount listed in the most current Iowa State University Extension and Outreach Cash Rental Survey for Linn County will be used to calculate the annual cash rent due. Cash rent for the 2022 term, payable in full, will be due no later than December 30, 2022.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's prior written consent. Payments from participation in these programs shall belong to Tenant. Crop disaster payments shall belong to Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to

release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

- 4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. All necessary materials, in the amounts required by good husbandry, shall be acquired and paid for by Tenant.
- 5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after the lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

- 6. **DELIVERY OF GRAIN.** Not applicable.
- 7. LANDLORD'S STORAGE SPACE. Not applicable.
- 8. **ENVIRONMENTAL.** Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed

the manufacturer's recommendation for the soil types involved. Farm chemicals shall not be stored on the premises for more than one year. Farm chemicals for use on other properties shall not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste shall not be disposed of on the premises. Dead livestock shall not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

- 9. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
- 10. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ 100 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
- 11. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
- 12. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any

notice to or demand upon Tenant.

- 13. **REPAIRS.** Tenant, at Tenant's own expense, shall maintain the fences on the leased premises in good and proper repair. Tenant shall haul the materials to the repair site without charge to Landlord.
- 14. **NEW IMPROVEMENTS.** No improvements whatsoever shall be made to the Real Estate without the Landlord's prior written consent. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.
- 15. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense. Landlord does not guarantee continuous or adequate supplies of water for the premises.
- 16. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
  - 17. NO AGENCY. Tenant is not an agent of the Landlord.
- 18. **TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.
  - 19. ACCOUNTING. Not applicable.
- 20. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees and expenses.
- 21. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
- 22. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
- 23. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.
- 24. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
- 25. **CERTIFICATION**. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or

blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

DATED: December 1, 2020.	
TENANT	LANDLORD
Bryce Airy	Linn-Mar Community School District
	By:Sondra Nelson Title:Board President
	By:  J.T. Anderson  Title: Board Secretary

### FARM LEASE AMENDMENT

THIS AMENDED LEASE ("Lease") is made between Linn-Mar Community School District ("Landlord"), whose address for the purpose of this Lease is 2999 N. 10<sup>th</sup> Street, Marion, Iowa, 52302 and Jon Rathje ("Tenant"), whose address for the purpose of this 345 Durango Drive, Marion, IA 52302.

## WITNESSETH THAT:

WHEREAS, the original farm lease between the Archdiocese of Dubuque and Jon Rathe, signed April 22, 2020, and automatically transferred to Linn-Mar Community School District on June 19, 2020 per provision 22 of said agreement; and

WHEREAS, the Linn-Mar Board of Education and John Rathje now desire to amend the Agreement in particular respects;

NOW, THEREFORE, in consideration of the premises, the Agreement is amended effective December 1, 2020 as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

Parcel A, Plat of Survey No. 737 as recorded in Book 4040 Page 345 of the records of Linn-County, Iowa Recorder on January 27, 2000, being that portion of the NE  $\frac{1}{4}$  of section 24-84-7, Linn County, Iowa

and containing 76 tillable acres, more or less, with possession by Tenant for a term of three (3) years to commence on April 15, 2020, and ending on February 28, 2023. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"), total annual cash rent of \$18,088 (\$238 per acre), for the year 2020, payable in full, unless otherwise agreed, no later than December 30, 2020.

Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"), total annual cash rent of \$18,240 (\$240 per acre), for the year 2021, payable in full, unless otherwise agreed, no later than December 30, 2021.

For year 2022, the overall average per acre amount listed in the most current Iowa State University Extension and Outreach Cash Rental Survey for Linn County will be used to calculate the annual cash rent due for the applicable year. Cash rent, payable in full, will be due no later than December 30 of the applicable year.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's prior written consent. Payments from participation in these programs shall belong to Tenant. Crop disaster payments shall belong to Tenant.

Except as provided in this Amendment, the original lease terms shall remain in full force and effect.

DATED: 12-2-, 2020.	
TENANT	LANDLORD
Jon Rathje	Linn-Mar Community School District
	Ву:
	Title:
	Ву:
	Title

## **FARM LEASE - CASH**

THIS LEASE ("Lease") is made between Linn-Mar Community Schools, ("Landlord"), whose address for the purpose of this Lease is 2999 North 10<sup>th</sup> Street, Marion, IA 52302, and R. J. Carson and Picket Fence Family Farms ("Tenant"), whose address for the purpose of this Lease is 2830 Brandon Court, Marion, IA 52302.

## THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

SW ¼ NE ¼ of Section 29, Township 84 North, Range 6 West of the 5<sup>th</sup> P.M., to the City of Marion, Iowa

and containing 9.7 (total) acres, more or less, with possession by Tenant for a term of no more than one (1) year to commence on March 15, 2021, and end on March 1, 2022. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$ \_240\_ per acre, payable, unless otherwise agreed, as follows: December 1<sup>st</sup> 2021.

All Rent is to be paid to Landlord at the above address. Rent must be in Landlord's possession on or before the due date.

- 3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution.
- 4. **INPUT COSTS AND EXPENSES.** Tenant only shall prepare the Real Estate and plant crops Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.
- 5. ALLOWED USE; PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall use the Real Estate only for the purpose of crop farming. No hunting shall be allowed. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season

will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of the lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation.

## 6. LANDLORD'S STORAGE SPACE. Not applicable.

7. **ENVIRONMENTAL.** Landlord makes no warranties or representations as to the environmental condition of the real estate. Tenant has been a prior tenant of this Real Estate.

Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

- 8. **TERMINATION OF LEASE.** This Lease shall terminate on the last date provided in Paragraph 1 hereof. The Lease can be renewed only upon the agreement of both parties upon terms and conditions mutually acceptable.
- 9. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
- 10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
- 11. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
  - 12. NO AGENCY. Tenant is not an agent of the Landlord.
- 13. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
- 14. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
- 15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
- 16. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination, which shall be governed by the Code of Iowa.
- 17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

## 18. ADDITIONAL PROVISIONS.

a. LANDLORD'S CONTINUED ACCESS; ULTIMATE USE. Tenant acknowledges that Landlord intends to ultimately use the Real Estate as a sanitary landfill and that, in preparation for such use, during the term of this Lease, Landlord or persons authorized by Landlord may come onto the Real Estate for any lawful purpose related to the ultimate

intended use of the Real Estate without further notice to Tenant. Tenant hereby consents to such entry and activity.

Further, Tenant acknowledges that during the term of this Lease, Landlord or persons authorized by Landlord, may undertake sampling and monitoring activities, including without limitation, the installation of groundwater monitoring wells. Landlord will advise Tenant of the location of any and all such wells or other sampling/monitoring equipment. Tenant shall take all due care not to disrupt or disturb or damage such equipment and activities. Tenant shall reimburse Landlord for any damage to any sampling or monitoring equipment.

In the event Landlord's activities related to the ultimate intended use of the Real Estate result in the inability of Tenant to plant or harvest crops on a portion(s) of the Real Estate in a combined area of ¼ acre or more, Landlord shall reimburse Tenant in an amount equal to the per acre rental rate, prorated for the acreage impacted. Tenant acknowledges that his damages and relief are hereby limited to such rental reimbursement and Tenant hereby waives any other claim for damages for such loss as against Landlord and those authorized to act on behalf of Landlord.

It is the intent of the parties that Tenant's right to use the Real Estate be limited by the Landlord's need to prepare the Real Estate for its ultimate intended purpose and that Tenant shall work around and accommodate the activities taken by or on behalf of Landlord for that purpose.

b.TENANT HOLD HARMLESS. Tenant shall indemnify and hold Landlord harmless from any and all claims (including, without limitation, attorneys fees, consultant's fees, and court costs) arising out of Tenant's use or access to the Real Estate under this Lease. This provision shall survive the termination of this Lease.

DATED: 12-4-20	
TENANT: RO Cays	LANDLORD:
reg Curso, licket France Family tax	mv?)

### **FARM LEASE - CASH**

THIS LEASE ("Lease") is made between Linn-Mar Community Schools, ("Landlord"), whose address for the purpose of this Lease is 2999 North 10<sup>th</sup> Street, Marion, IA 52302, and R. J. Carson and Picket Fence Family Farms ("Tenant"), whose address for the purpose of this Lease is 2830 Brandon Court, Marion, IA 52302.

### THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

# WaterLinn Park 1st Addition, Lot 1 to the City of Marion, Iowa

and containing \_\_\_\_\_15\_\_\_ (total) acres, more or less, with possession by Tenant for a term of no more than one (1) year to commence on March 15, 2021, and end on March 1, 2022. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of \$ \_240\_ per acre, payable, unless otherwise agreed, as follows: December 1<sup>st</sup> 2021.

All Rent is to be paid to Landlord at the above address. Rent must be in Landlord's possession on or before the due date.

- 3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution.
- 4. **INPUT COSTS AND EXPENSES.** Tenant only shall prepare the Real Estate and plant crops Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.
- 5. ALLOWED USE; PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall use the Real Estate only for the purpose of crop farming. No hunting shall be allowed. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and

harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of the lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation.

6. CONSERVATION PLAN REQUIREMENTS. The Operator shall adhere to an approved Conservation Plan(s), by this reference made part of this lease agreement, a cropping program, and utilize conservation practices as specified by Owner that meet requirements set forth by the USDA Natural Resources Conservation Service (NRCS). The Operator shall implement the Conservation Plan(s) for the leased real estate developed by the Natural Resources Conservation Service or representative thereof and approved by the Linn Soil and Water Conservation District. Changes thereto shall be made only with the consent of the Owner. The Owner and NRCS or representative thereof may grant approval of deviation from the Conservation Plan and excuses the Operator's failure to adhere to the Conservation Plan, insofar as NRCS or representative has approved deviation. Such approved deviation does not act as a waiver of any other provision of this lease agreement.

At minimum, but not limited to, the following NRCS conservation standards as detailed in the Iowa NRCS Field Office Technical Guide shall be utilized for implementation of the Conservation Plan:

- Conservation Crop Rotation(328)
- Critical Area Planting (342) and/or Grassed Waterway(412)
- Residue and Tillage Management, No-Till (329)
- Cover Crop(340)

As directed by the Owner and through consultation with NRCS or representative thereof the following additional agricultural practices are considered components of this lease agreement:

- -No-Till farming on all grain crop acres.
- -No fall application of commercial or livestock waste fertilizers
- -For the purposes of improving soil health and limiting impacts on adjoining water resources, utilize fall cover crop seeding systems approved by NRCS or representative thereof.

- -Use of variable rate technologies for the purposes of nutrient application
- -Utilizing guidelines for soil testing, crop nutrient removal and application rates, and nitrogen credits as described in current Iowa State University Extension Publications.

If the larger tract of the remaining land owned by Dawn Thillmany McFadden is sold and the Tenant is no longer able to rent the larger tract of land the Tenant will not be required to install the cover crop on the 3 acres of ground described above.

7. **ENVIRONMENTAL.** Landlord makes no warranties or representations as to the environmental condition of the real estate. Tenant has been a prior tenant of this Real Estate.

Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

- 8. **TERMINATION OF LEASE.** This Lease shall terminate on the last date provided in Paragraph 1 hereof. The Lease can be renewed only upon the agreement of both parties upon terms and conditions mutually acceptable.
- 9. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
- 10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's

failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

- 11. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
  - 12. NO AGENCY. Tenant is not an agent of the Landlord.
- 13. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
- 14. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
- 15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.
- 16. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination, which shall be governed by the Code of Iowa.
- 17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

### 18. ADDITIONAL PROVISIONS.

a. LANDLORD'S CONTINUED ACCESS; ULTIMATE USE. Tenant acknowledges that Landlord intends to ultimately use the Real Estate as a sanitary landfill and that, in preparation for such use, during the term of this Lease, Landlord or persons authorized by Landlord may come onto the Real Estate for any lawful purpose related to the ultimate intended use of the Real Estate without further notice to Tenant. Tenant hereby consents to such entry and activity.

Further, Tenant acknowledges that during the term of this Lease, Landlord or persons authorized by Landlord, may undertake sampling and monitoring activities, including without limitation, the installation of groundwater monitoring wells. Landlord will advise Tenant of the location of any and all such wells or other sampling/monitoring equipment. Tenant shall take all due care not to disrupt or disturb or damage such equipment and activities. Tenant shall reimburse Landlord for any damage to any sampling or monitoring equipment.

In the event Landlord's activities related to the ultimate intended use of the Real Estate result in the inability of Tenant to plant or harvest crops on a portion(s) of the Real Estate in a combined area of ¼ acre or more, Landlord shall reimburse Tenant in an amount equal to the per acre rental rate, prorated for the acreage impacted. Tenant acknowledges that his damages and relief are hereby limited

to such rental reimbursement and Tenant hereby waives any other claim for damages for such loss as against Landlord and those authorized to act on behalf of Landlord.

It is the intent of the parties that Tenant's right to use the Real Estate be limited by the Landlord's need to prepare the Real Estate for its ultimate intended purpose and that Tenant shall work around and accommodate the activities taken by or on behalf of Landlord for that purpose.

b.TENANT HOLD HARMLESS. Tenant shall indemnify and hold Landlord harmless from any and all claims (including, without limitation, attorneys fees, consultant's fees, and court costs) arising out of Tenant's use or access to the Real Estate under this Lease. This provision shall survive the termination of this Lease.

DATED: 12-4-20	•
TENANT:	LANDLORD:
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