



2020 CROPPING SEASON FARM LEASE
WITH AUTOMATIC TERMINATION AGREEMENT

THIS 2020 CROPPING SEASON FARM LEASE AND WITH AUTOMATIC TERMINATION AGREEMENT ("Lease"), is made and entered into as of the date fully executed by and between the following parties (hereafter, collectively, the "Parties" or each a "Party"):

Idlewild Farms LLC (the "Landlord"); and _____ (whether one or more, collectively, the "Tenant").

1. **PROPERTY.** Subject to the terms and conditions in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the real property described in **Exhibit A** attached hereto and incorporated herein (collectively, the "Real Estate") together with: (a) the associated water rights owned or used by Landlord to irrigate the Real Estate, if any ("Water Rights"); (b) the irrigation equipment located on the Real Estate, if any ("Irrigation Equipment"); (c) wells and other below ground fixtures and equipment on the Real Estate, if any ("Well Equipment"); and (d) any buildings or other structures on the Real Estate, if any (the "Improvements") (the Real Estate, Improvements, Water Rights, Irrigation Equipment and Well Equipment are collectively referred to in this Lease as the "Property"). Total acres rented under this agreement equal to total farmable acres according to FSA documents and rent shall be based on these acres according.

TERM. The initial "Term" of this Lease shall commence on April 29th, 2020 and shall run for a period of one farming season. This lease is terminated on January 1st, 2021 and Tenant agrees to vacate the property on or before that date without further notice of any kind and agrees that this lease is not a continuing lease and no further action is required to terminate this lease.

2. **TERMINATION.** This lease is terminated on January 1st, 2021 and is only valid for 1 farming season (2020 farming season). Tenant agrees that by signing this lease agreement he is also signing a **TERMINATION** and will relinquish any and all control on set date above. This **TERMINATION** is final and cannot be extended verbally.

3. **RENT. CASH RENT LEASE-** As consideration for Tenant's rights under this Lease, Tenant shall pay Landlord Rent, of \$ _____ as defined and set forth in **Exhibit A** attached hereto and incorporated herein. Rent shall be paid by Tenant on or before April 28th, 2020 without demand by Landlord, without notice to Tenant, and without offset by Tenant. All Rent shall be paid to LandRenter Via wire transfer at the account and routing number set forth in the Notice section below.

4. **EXPENSES.** Tenant agrees to furnish all labor, equipment and pay all costs and expenses in any way or manner related to its use of the Property including, but not limited to, expenses for seed, fertilizer, chemicals, machine hire, fuel, oil, and all utilities for irrigation systems, pumps, wells, and other improvements on the leased property. Tenant agrees to

supply all necessary general farm equipment at its own expense that shall be necessary to farm the Property. No expense shall be incurred for or on account of Landlord without first obtaining Landlord's prior authorization verbal or written. Tenant agrees that Tenant will take no actions that might cause a mechanic's lien to be imposed upon the Property.

5. **USE.** Tenant is permitted to use the Property for agricultural purposes of planting, cultivating, and harvesting crops., and for no other purpose. Tenant accepts the Property in its current "as-is" condition. All crops and agricultural activities shall be permissible under applicable state and federal laws. At the expiration or earlier termination of this Lease, Tenant shall relinquish possession of the Property to Landlord in the condition required by the Surrender Section.

6. **PROPER HUSBANDRY.** Tenant shall: (a) farm the Real Estate in a proper husbandry-like manner; (b) maintain the Property in good condition, except for ordinary wear and tear, depreciation, and damages from causes beyond Tenant's reasonable control; (c) do the tillage, seeding, cultivating, and harvesting at the proper time and in the proper manner; No spring deep tillage such as ripping is allowed (d) do what is reasonably necessary to control soil erosion on the Real Estate including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces, and tile drains; (e) will not commit waste or damage to the Real Estate; (f) recognize that the Real Estate shall be operated as a farm and continue to operate the Real Estate accordingly.

7. **CONDUCT.** Throughout the Term, Tenant shall conduct itself, and all parties acting by or through Tenant on the Property, in a first-class professional and businesslike manner consistent with reputable farming standards and best practices, such that the high reputation of Landlord is developed and enhanced. Tenant shall be in default of this Lease upon Tenant's failure to comply with the foregoing, specifically, and without limitation, upon the occurrence of any of the following: (i) the conviction of a felony or conviction of a misdemeanor involving moral turpitude (with a plea of nolo contendere being treated the same as a conviction) of Tenant or any of the manager or members, Tenant; (ii) Landlord's reasonable determination that any of the covenants of Tenant under this Lease or any of the representations or statements of Tenant to Landlord to induce Landlord to enter into this Lease or as part of Tenant's ongoing representations or deliverables under this Lease are false or misleading; (iii) gross negligence or willful misconduct in the fulfillment of Tenant's obligations under this Lease; or (iv) misappropriation of Landlord's proprietary information regarding the Property.

8. **SOIL TESTS.** If soil tests are needed by Tenant, the Tenant, at Tenant's expense shall have soil tests of the Real Estate conducted based on management zones or zone acre grids.

9. **FERTILIZER, LIME, AND CHEMICALS.** All fertilizers, minerals, weed and pest control chemicals, and spraying, in the amounts required by good husbandry, shall be acquired by Tenant, required of Tenant, and at Tenant's sole cost and expense. All noxious weeds shall be timely destroyed by Tenant, at Tenant's expense including, without limitation, those in fence rows and along adjacent roadways. Tenant agrees to furnish, at Tenant's expense, all labor, equipment, and application for all fertilizer, lime, trace minerals, and chemicals. Lime shall be deemed allocated over a three (3) crop-year period, and if Tenant does not therefore receive the full allocated benefits due to termination of the Lease, Tenant shall be reimbursed for the cost of such lime and trace minerals by Landlord to the extent Tenant has not received

the benefits, Prior to any application of lime, Tennant shall seek written permission and agreement on lime allocation ahead of purchase and application of it.

10. **IRRIGATION AND RESIDUE REMOVAL.** Tennant agrees to follow all irrigation limitations imposed by NRD or governing bodies, Tennant will record and report water use as described by governing bodies requirements. In such case water restrictions are imposed Tennant agrees to willfully follow any and all regulations Crop removal such as corn stalks or soybean straw bales is forbidden, and Tennant agrees to NOT remove any crop residue after harvest.

11. **ENVIRONMENTAL.** No chemicals or chemical containers will be disposed of on the Real Estate, however, application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal. Tennant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on the Real Estate. Tennant shall employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicators' licensing requirements. Tennant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into the Irrigation Equipment. Tennant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the Real Estate. Solid waste (excluding manure fertilizer) may not be disposed of on the Real Estate without the prior written consent of Landlord.

12. **INSURANCE.** Tennant shall obtain and pay the premiums for the following policy or policies of insurance from companies reasonably acceptable to Landlord, and shall keep the same in force during the Term and shall furnish to Landlord a certificate of insurance no later than April 28th of this year and additional insured endorsement in a form reasonably acceptable to Landlord, naming Landlord, and any first mortgagee of the Property (if requested by Landlord) as additional insureds and providing for the following minimum coverage amounts:

(a) general liability and property damage insurance in standard form with limits of liability for injury or death to any one person in an amount of not less than One Million Dollars (\$1,000,000.00); for injury or death of more than one person in any one occurrence in an amount of not less than Two Million Dollars (\$2,000,000.00);

(b) reasonable levels of property insurance on all Improvements, Irrigation Equipment, and personal property on the Property;

(c) automobile insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00);

(d) workers compensation insurance as applicable by state statute and if required by the state in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00);

(e) be primary and non-contributing; and

(f) contain agreements that such policies shall not be cancelled, nor coverage limits or deductibles altered without at least thirty (30) days' prior written notice to Landlord. Each Party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies.

(h) Landlord is responsible for center pivot insurance, grain bins, permanent structures such as buildings or houses outside of any negligence caused by Tennant.

13. **INDEMNIFICATION.** Tennant shall indemnify and hold Landlord free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Tennant'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 or caused by the condition of the Property, the condition of any improvements or personal property in or on the Property, to include but not limited to hemp production, grain bins, center pivots and other, or the acts or omissions of Tennant or any person in or on the Property with the express or implied consent of Tennant.

14. **EQUIPMENT.**

- i. Landlord shall be responsible for all costs and expenses related to maintenance, repairs, and servicing of the Well Equipment, except to the extent any such maintenance or repairs are the result of the negligence or intentional misconduct of Tennant or any of Tennant's agents, contractors, or employees.
- ii. Tennant shall be responsible for the first \$1500 dollars cumulative annually per each irrigation pivot per year and the costs and expenses related to repairs, and parts. Labor is NOT included as part of \$1500 dollars cumulative or annual cost. Except to the extent any such maintenance or repairs are the result of negligence or intentional misconduct of Tennant or any of Tennant's agents, contractors, or employees, then Tennant assumes full responsibility for repairs. Beyond the first \$1500 dollars repairs and parts (not associated with negligence or intentional misconduct of Tennant) the landlord will assume the balance the same to be pre-approved by Landlord.
- iii. Notwithstanding anything to the contrary in this Section, Tennant shall be responsible for all costs and expenses for the first \$500 dollars cumulative annually relating to maintaining or repairing each power generation unit (motor and generator) related to the Irrigation Equipment. Labor is NOT included as part of the first \$500 dollars cumulative or annual cost. Except to the extent any such maintenance or repairs are the result of the negligence or intentional misconduct of Tennant or any of Tennant's agents, contractors, or employees, then Tennant assumes full responsibility for repairs. Beyond the first \$500 dollars for repairs and parts (not associated with negligence or intentional misconduct of the Tennant) the Landlord will assume the balance the same to be pre-approved by Landlord.
- iv. Tennant shall be responsible for effective management and best practice operation for the farm and all irrigation equipment including pivots, wells, and power units. Tennant recognizes that the 8 and 12 tower pivots overlap, effective management is needed to avoid pivot collision. Tennant recognizes that the north pivot does cross the main access road prior to connecting with permanent pivot stop, therefore additional management will be required to oversee pivot timing with road to avoid accidents. Failure to manage pivots correctly to avoid collisions will be considered negligence on the Tennant. Landlord requires

Tenant to conduct oil changes on power units every 150 hours of run time.

- v. Tenant shall be responsible for compliance with all applicable laws, rules, and regulations, including but not limited to pumping allocations or restrictions related to the Irrigation Equipment and the Well Equipment, including, without limitation, all filings required by the Governing State of Natural Resources or any applicable Natural Resources District and Tenant shall indemnify and hold Landlord harmless for any failure to do so.
- vi. At Tenant's expense, Tenant agrees to maintain the Property, and anything attached to the land, including any Improvements, houses, buildings, irrigation equipment (wells, pivots, power units), bins, shops, storage sheds, ponds, landscaping, hedges, and fences, if any, in good and proper repair.

15. **INSOLVENCY.** Neither this Lease, nor any interest therein, nor any estate hereby created shall pass to any trustee or receiver or assignee for the benefit of creditors. In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay his debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any of such events, Landlord shall have the right to immediate possession of the Property and cancellation of this Lease.

16. **TENANT DEFAULT.** If Tenant shall violate or default in the performance of any of the covenants, agreements, or conditions of this Lease, then without prejudice to any other remedies which Landlord might have at law or in equity, it shall be optional for Landlord to declare this Lease forfeited and the Term ended, and to re-enter the Property with or without process of law, using such force as may be necessary. Should Tenant fail to comply with the terms and conditions of this Lease, Landlord shall have the right to cure such default and Tenant shall promptly reimburse Landlord for any such cost and expenses incurred by Landlord, including, without limitation, and costs and expenses incurred by Landlord to hire third parties to perform Tenant's obligations under this Lease or to correct Tenant's failure to properly perform any of its obligations under this Lease. Should Landlord cure any such Tenant default, Landlord shall further have the right to apply an administrative fee of ten percent (10%) to any amounts or expenses incurred by Landlord. Landlord's election to cure Tenant's default shall in no way waive or limit Landlord's right to seek all other rights or remedies available to Landlord at law or in equity.

17. **LANDLORD DEFAULT.** If Landlord violates or defaults in the performance of any of the covenants, agreements, or conditions of this Lease and such violation continues for a period of thirty (30) days after written notice by Tenant to Landlord, then Tenant may seek legal remedies available at law. If Tenant shall, as a result of such legal action, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title, and interest in and to the Property for the collection of such judgment and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution, or other process for the satisfaction of Tenant's judgment.

18. **ASSIGNMENT; NO SUBLEASING.** Tenant may not assign this Lease or sublease the Property or any portion. Tenant agrees that in no case shall property be subleased in any regard.

19. **TAXES.** Tenant agrees to pay all personal property taxes regarding machinery and equipment furnished by Tenant and located on the Property, if any. Tenant to be responsible for any special assessments imposed on the Property including, without limitation, as a result of Tenant's actions or omissions on the Property. To the extent Landlord pays any of the foregoing amounts that are Tenant's responsibility, Tenant shall promptly reimburse Landlord for the same upon Tenant's receipt of Landlord's invoice and proof of payment; provided, however, the foregoing shall not create any obligation for Landlord to pay such amounts.

20. **INSPECTION.** Landlord shall have the right at any time during the Term to enter on the Property for the purposes of inspecting the Property, including, without limitation, any growing crops and tillage practices. Landlord shall have the right to hire and employ experts or advisers to make soil samples or to otherwise view and review the Property and crops for the purposes of advising Landlord with respect to the Property and such parties shall also be permitted on the Property at any time.

21. **SURRENDER.** Upon expiration or earlier termination of this Lease, Tenant shall surrender the Real Estate in the same condition or as close as possible when he began farming it. An example would be Tenant begins farming the land and the corn stalks were disked previously to receiving the property, Tenant is required to till the land with a disk or similar tool (if landowner agrees) to leave the farm in likewise conditions as received. Tenant shall further surrender the Irrigation Equipment, Well Equipment, and Improvements, if any, in good working order and condition, subject to reasonable wear and tear. Tenant shall indemnify and hold Landlord harmless for any costs and expenses incurred by Landlord to cure any failure of Tenant to comply with the requirements set forth in this Section.

22. **RECORDS.** Upon expiration or earlier termination of this Lease, Tenant shall surrender all Restricted Use Pesticide Records including chemicals, herbicides, pesticides, insecticides, etc used on the leased property as well as rates and dates sprayed.

23. **GOVERNMENT PROGRAMS.** The participation in any program by the United States Department of Agriculture ("USDA") for crop production control or soil conservation shall be mutually agreed by Tenant and Landlord. Tenant agrees to comply with all rules and regulations applicable to the Property with respect to USDA requirements and restrictions and agrees to indemnify and hold Landlord harmless for any failure to do so. **Parties agree that: (a) this Lease is to be construed as a Cash Lease; (b) Landlord is not to be construed as an Operator or Producer; and (c) Tenant is not to be construed as a Custom Farmer, Joint Venturer, or Partner as those terms are defined or described in any USDA Handbook.** In the event the USDA office makes a determination that Landlord will be considered or construed to be an Operator or Producer under the terms of this Lease, or that Landlord is otherwise eligible to receive program payments in Landlord's name as Operator or Producer as such payments relate to the Property and is subject to any payment limitation, Landlord does hereby waive, assign to Tenant, release, and relinquish any and all rights it may have to such payments. Landlord agrees to execute any USDA forms or documents necessary to release its rights to any amount payable to it as Operator or Producer, it being Landlord's intent that it shall not receive any subsidy payments including direct, counter-cyclical, Loan

Deficiency Payments, Conservation Reserve Program, diversion or deficiency payments, except to the extent that such payments are lawfully payable to Tennant and assigned to Landlord for payment of Rent. Tennant shall not enter in any USDA program that extends beyond the Term without the prior written consent of Landlord and Tennant shall not do anything that affects landlords corn base acres.

24. **NOTICES.** The notices contemplated in this Lease shall be made in writing and be mailed in the U.S. certified, return-receipt requested, postage prepaid, to the addresses set forth below.

If to Landlord, to the following address: 1336 Wilmont St. Fremont NE 68025

If to Tennant, to the following address: _____

Either Party may update its address by providing notice as set forth above to the other Party.

25. **RIGHT TO REMOVE ACREAGE.** Landlord shall have the right at any time during the Term to remove acres of the Property from the Real Estate for purposes of habitat preservation, land development or specialty leases. Landlord shall provide Tennant with written notice of such election specifying the portion of the Property to be removed (the "Acreage") and shall reimburse Tennant an amount equal to One Hundred Twenty-Five percent (125%) of Tennant's costs related to the tillable acres included in such Acreage for any crop that is destroyed or removed from planned planted acreage, including rent that was paid for the acres removed, which Tennant shall provide Landlord with reasonable evidence of such costs. Upon Landlord removing the Acreage, the Parties shall be relieved of further obligations under this Lease with respect to the Acreage and this Lease shall continue with respect to the remainder of the Property.

26. **ENTIRE AGREEMENT; AMENDMENTS.** This Lease, together with the attached incorporated exhibits, is the entire agreement of the Parties and there are no oral representations, warranties, agreements, or promises pertaining to this Lease. This Lease may be amended only by a written instrument signed by both Parties.

27. **BINDING EFFECT.** The covenants and agreements contained in this Lease shall extend to and be binding upon the successors, permitted assigns, heirs, and personal representatives of Landlord and Tennant.

28. **NO WAIVER.** The failure or delay of Landlord or Tennant to exercise any of their rights or privileges under this Lease shall not be held a waiver of any of the terms, covenants, or conditions of this Lease. Any act of either Landlord or Tennant waiving, or which may be held to have waived, any specific default of the other Party shall not be construed or held to be a waiver of any future default.

29. **APPLICABLE LAWS.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska. Tennant agrees to maintain and care for the Property in a manner what ensures full compliance with all applicable federal, state, and local laws, ordinances, and regulations.

IN WITNESS WHEREOF, each Party has executed this Lease and Termination as of the day and year set forth in their respective signature block.

TENNANT:

By: _____

Name: _____

Title: _____

Date: _____

LANDLORD:

Idlewild Farms LLC

By: _____ 

Name: Robert Mulliken

Title: Treasurer

Date: April 1st, 2020

EXHIBIT A
REAL ESTATE

As used in this Lease, the term "Rent" shall include a rent payment a defined below. For purposes of calculating the Rent, Landlord and Tennant agree that the Real Estate includes the total acres set forth below based off 578 FSA Farm Data

Tennant will make payment via wire to LandRenter bank account on or before date describe under terms of this agreement

Total Acres 225.87 acres Times Final Rental Bid \$X per acre = \$X (X dollars, X cents owed by Tennant to landowner for Rental payment for 1 (one) year lease. (exact information to be filed in upon auction close)

Legal description: Part of the NW ¼ of Sec 31-18-9E & part of the SW ¼ of Sec 30-18-9E Dodge County, NE containing 225+/- acres of tillable farmland.

Google pin to center of farm: Latitude 41 29 40.65N Longitude: 96 26 47.71W

Equipment included in this one-season farm lease for 2020 crop year

- 1-Valley pivot- 8 tower
- 1-Valley pivot-12 tower,
- 1-Perkins diesel power unit + generator
- 1-Cummins diesel power unit + generator
- 1-1200-gallon tank
- 2- 500-gallon fuel tanks

TITLE	Bob Mulliken Rental Agreement
FILE NAME	LANDRENTER farm l...ms LLC final_.doc
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Document History



SENT

04 / 06 / 2020

18:55:41 UTC

Sent for signature to Bob Mulliken (bobmulliken@hotmail.com)
from jon.tomsen@bigiron.com
IP: 98.168.213.228



VIEWED

04 / 06 / 2020

20:12:49 UTC

Viewed by Bob Mulliken (bobmulliken@hotmail.com)
IP: 174.217.5.176



SIGNED

04 / 06 / 2020

20:15:45 UTC

Signed by Bob Mulliken (bobmulliken@hotmail.com)
IP: 174.217.5.176



COMPLETED

04 / 06 / 2020

20:15:45 UTC

The document has been completed.