

AGRICULTURAL CASH RENT AGREEMENT

This agreement is made and entered into this 9 day of April, 2023, by and between Donald D Wheatley Estate, Janet L Wheatley Personal Representative for the Estate, "Landlord", and Ryan and/or Chad Wilson as "Tenant".

1. **PROPERTY DESCRIPTION:** The Landlord does hereby cash rent unto the Tenant, to occupy and use for agricultural purposes, the following-described real estate, to wit:
 - a. Area(s) 4, 7 & 13 of the 2023 Program Year USDA map for NW1/4 of Section 9, Township 9, Range 9 East, Otoe County, Nebraska (Attached)
2. **TERM OF AGREEMENT:** The term of this Agreement shall be for one (1) year, commencing upon signing of this agreement to February 28, 2024 or upon removal of crops whichever comes first. This Agreement shall terminate automatically on February 28, 2024 without any formal written notice to either party.
3. **RENTAL:** The annual rent shall be as follows:
 - a. Tenant shall pay landlord \$200.00 per acre which there are approximately 38 tillable acres for a total of \$7,600.
 - b. The annual cash rent shall be paid as follows: \$3,800 upon signing and return of this cash rent agreement and \$3,800 on or before 1st day of November 2023.
 - c. Payable to the Donald D Wheatley Estate and given to Janet Wheatley at 4611 Old Cheney Rd, Apt #22 Lincoln, NE 68516.
4. **RIGHT TO CASH RENT:** The Landlord warrants that s/he is the representative of the farm, and/or has the right to cash rent the property, and will defend the Tenant's right to possession against any and all person whomsoever.
5. **TRANSFER OF PROPERTY:** If the owner should sell or otherwise transfer title to the farm, such action will be done subject to the provisions of this agreement.
6. **RIGHT TO ENTRY:** The Landlord reserves the right of himself, their agents, or their assigns to enter the property at any reasonable time to (a) consult with the Tenant; (b) make repairs, improvements and inspections; and (c) to show the property to prospective buyers, none of which is to interfere with the Tenant in carrying out regular farming operations.

7. **NO RIGHT TO SUBLEASE:** The Landlord does not convey to the Tenant the right to lease or sublet any part of this Agreement or the farm or to assign any rights under this Agreement to any person or persons whomsoever.
8. **HEIRS AND SUCCESSORS:** The terms of this Agreement shall be binding upon the heirs, executors, administrators, and successors of the Tenant and Landlord in like manner as upon the original parties.
9. **CARE OF THE PREMISES:** Tenant agrees that he will farm the land in an efficient and husbandlike way; tilling, seeding, cultivating and harvesting in a manner that will conserve the Landlord's property and in accordance with accepted farming practices in this area. Tenant will maintain the farm during his tenancy in a good condition and repair as at the beginning, or as later improved, normal wear and depreciation from causes beyond the Tenant's control, excepted. Tenant agrees to keep the premises free of noxious weeds by spraying or cultivation at Tenant's expense. Roadsides shall be mowed twice a year. Waterways and field boundaries shall be mowed once a year. There will be no pasturing of stocks.
10. **NO PARTNERSHIP CREATED:** This agreement shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this agreement.
11. **DEBT AND ACCIDENTS:** 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. IT is agreed that each party shall provide and pay for their own liability insurance. The Tenant agrees to hold the Landlord free and harmless from any liens, judgments, or encumbrances created or suffered by the Lessee and from any and all liability, penalties, losses, damages, costs and expenses, including also all legal costs and charges arising from injury during the term of this Agreement to persona or property of any nature occasioned by and act or acts or omissions of the Tenant or of the Tenant's occupation of the cash rented premises.
12. **ENVIRONMENTAL COMPLIANCE:** The Tenant shall follow all label restrictions and instructions in the use of all fertilizers, pesticides, herbicides and other chemicals which may be applied to the property. Tenant further agrees that all waste will be disposed of in a manner approved by federal and state environmental agencies and regulations. The Tenant hereby indemnifies the Landlord from any loss, liability, claim, or expense,

including, without limitation, clean-up, engineering, and attorney's fees and expenses that the Landlord may incur by reason of the use, generation or disposal by Tenant of any toxic or hazardous waste or substances on or about the demised premises, or by reason of any investigation or claim of any governmental agency in connection therewith. This indemnity shall survive the term of this Agreement or an extension thereof.

13. **OPERATIONAL EXPENSES:** The Tenant will supply all the equipment for planting and harvesting of the crops. The Tenant shall furnish all labor and expenses for the operation of the farm. The Tenant shall be responsible for the costs of and application of fertilizer, insecticides and herbicides. Herbicides shall be applied in such a manner as to not disturb/kill grass waterways and field boarders.
14. **GOVERNMENT PROGRAMS:** The Tenant understands this farm is not part of the any government program(s).
15. **GOVERNING LAW.** This Agreement shall be construed and governed by the laws of the State of Nebraska. Time is of the essence of this Agreement.
16. **HUNTING RIGHTS.** This lease does not include hunting rights.

Signed 10th day of April, 2023

BY: Janet L Wheatley
Janet L. Wheatley,
Personal Representative of the
Donald D Wheatley Estate

Signed 9 day of April, 2023

CEW
Ryan and/or Chad Wilson, Tenant(s)
Ryan Wilson