

FARM LEASE

THIS LEASE is made this ____ day of _____, 2021, between The Bel Aire Kansas Land Bank, hereinafter referred to as the Landlord, and Clyde (Butch) Roths, 6621 N. Greenwich, Wichita, 67226 Kansas, hereinafter referred to as the Tenant.

The Landlord, for and in consideration of the Tenant's agreements and covenants hereinafter contained, does rent and lease to said Tenant the following described real property, situated in Sedgwick County, Kansas, to-wit:

Legal Description: E ½ NW ¼ Sec 17-26-2E
80 acres

Legal Description: W ½ NE ¼ Sec 17-26-2E
80 acres

See **EXHIBIT A**

Landlord agrees to lease the above-described land to tenant to occupy and use for agricultural purposes as described herein, on a cash rent basis. Such lease shall begin upon the date set forth above and conclude on the 31st day of December, 2022.

Tenant may also harvest any crop already growing on the tillable acreage on the 1st day of January, 2023, by paying a month to month leasing fee in accordance with the average rents as set forth in the most recently published "2022 Kansas Land Prices and Cash Rental Rates" booklet by the Kansas State University Research and Extension (1/12th of the annual rate per month). The lease of a partial month shall be paid in the same amount as a full month. All month-to-month lease payments are due on or before the 5th day of each month. Failure to pay monthly lease fee by the 5th date of any month may, at Landlord's discretion, be construed as abandonment of interest in the holdover crop. Landlord may dispose of an abandoned crop in any manner. No additional crops may be planted after December 31st, 2022, without the prior written permission of the Landlord. All provisions of this paragraph are subject to the terms provided in the last paragraph of this lease.

For the tillable acreage, the Tenant agrees and covenants to furnish all tools, implements, power and labor necessary to cultivate, plant, and harvest all crops in due season.

Tenant agrees to maintain the land in a good clean condition and not allow noxious weeds.

For the tillable land, the Tenant agrees and covenants to pay the Landlord an annual rent of \$7,884.00 which equals fifty-four dollars (\$54.00) per acre for the 146 acres of said tillable. This rent for the term of this agreement shall be due and payable on the 1st day of August, and each year.

The Tenant agrees and covenants to perform all work in a workmanlike or farmer like manner. The Tenant agrees and covenants to take good care of said premises, not to over pasture the pastureland, to farm the land and to maintain the improvements in a careful and prudent manner excluding buildings and to return the property in as good condition as he found it, ordinary wear and tear or unavoidable casualty, excepted.

If the Tenant desires to make at his own expense improvements which are usually provided by the Landlord or in part by the Landlord, he shall obtain from the Landlord its written consent to make the improvements and they shall mutually agree whether the tenant will be compensated for the unexhausted value of such improvements upon the expiration of this lease, or if the improvement is a structure, whether in lieu of compensation, the Tenant may within 60 days after the termination of this lease, remove such structures as he has built, provided he has given notice of his intention to the Landlord at or before the time of expiration of this lease and provided further that he leaves that portion of the land from which such improvements are removed in as good condition as it was previous to the construction of such improvement.

The Landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the Tenant as provided in this lease.

The Tenant agrees and covenants that at the expiration of this lease he will yield possession of the property to the Landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear excepted.

The Tenant agrees and covenants that he will not release or sublet said property or any part thereof without the written consent of the Landlord.

The Tenant understands that no discharge of firearm may occur upon this property. This property may not be used for hunting in any manner.

Unless the parties shall agree to the contrary, the Tenant will farm said premises in such a manner that all Federal Farm Program crop histories established for the land will be maintained.

Tenant may apply for and receive 100% of any FSA payments related to crop production.

This lease is subject to sale of the real estate for development purposes. The Tenant shall receive 30 days' notice of termination of the lease agreement prior to sale of property. If the real estate, or any portion thereof, containing growing crops or pasture land is sold, the Landlord may terminate this lease on any or all of the hay acreage and tillable acreage of said land by compensating the Tenant fifty four dollars (\$54.00) per tillable acre of said land containing growing crops plus seed, fertilizer and chemicals costs, which is subject to the sale and may terminate this lease on any or all of the pasture land by compensating the Tenant a proration of the fifty four dollars (\$54.00) per acre annual rent based on the number of months remaining on the term of this lease.

Tenant agrees to indemnify and hold harmless Landlord, its agents, servants, employees or invitees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of said Land Bank owned land, and not caused by Land Bank negligence.

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.

LANDLORD

Jim Benage, Chairman
Bel Aire Kansas Land Bank

TENANT

Clyde (Butch) Roths

EXHIBIT A

