

FARM LEASE - CASH

THIS LEASE, made and entered into this ____ day of November, 2023, by and between the City of Independence (hereinafter referred to as “Landlord”) and Leon Bachman (hereinafter referred to as “Tenant”).

WITNESSETH: That the Landlord, in consideration of the agreements hereinafter mentioned to be kept and performed by Tenant, does by this presents lease to Tenant the following described land, situation in Buchanan County, Iowa, to-wit:

Parcel #1, see attached legal description, containing approximately 2.73 acres
Parcel #2, see attached legal description, containing approximately 13.48 acres
Parcel #3, see attached legal description, containing approximately 33.78 acres
Parcel #4, see attached legal description, containing approximately 9.38 acres

and containing 59 acres, more or less, to have and to hold the same to Tenant the 1st day of March, 2024, to the 29th day of February, 2027. Tenant, in consideration of the leasing of the premises as above set forth, and in consideration of the promises and performances herein undertaken by the Landlord, agrees with the Landlord as follows:

1. **RENT.** Tenant to pay rent for the same to the Landlord, at its place of business in Independence, Iowa, located in Buchanan County, Iowa, or at such other place as it may from time to time direct, as follows:

\$ 873.60, the sum of \$320.00 per acre, for Parcel #1; and
\$4,313.60, the sum of \$320.00 per acre, for Parcel #2; and
\$10,809.60, the sum of \$320.00 per acre, for Parcel #3; and
\$ 3,001.60, the sum of \$320.00 per acre, for Parcel #4

for a total annual lease payment of \$18,998.40, with one-half due March 31st of each year and one-half due December 31st of each year.

2. **PROPER HUSBANDRY.** Tenant covenants to farm said premises in a good and husbandman-like manner; and, consistent therewith, and with the terms of this lease, to get the best crop production the nature of the soil and the season will permit.

3. **HARVESTING OF CROPS.** Tenant covenants to properly care for all growing crops in good and husbandman-like manner, and to harvest all crops in proper season, and failing to do so, Landlord may enter upon said premises by agents, and properly care for or harvest said crops and charge the cost to Tenant, as part of the rental herein, and so secured.

4. **TERMINATION OF LEASE.** This lease shall be continued for the lease term herein provided, except that it may be terminated by default of Tenant or by way of breach of security by the Tenant, i.e. if gates are left open, unlocked or neglected in any way. Further, such lease shall continue after such agreed term from year to year, upon the same terms and conditions, unless either party gives due timely and legal written notice to the other of election to cancel or terminate any such extended lease period, whereupon the tenancy shall terminate March 1, following:

provided further such tenancy shall not continue because of absence of notice in case there be a default in the performance of the existing rental agreement. Due, timely and legal written notice shall be notice on or before September 1, as provide by law (Iowa Code §562.7, as amended) unless by express agreement, the parties provide the same notice at an earlier time.

5. **POSSESSION AND CONTINUATION AT END OF TERM.** At the expiration of the term of this lease, Tenant will yield up the possession of said premises to Landlord, and failing thus to deliver up said premises, Tenant agrees to pay Landlord \$75.00 per day as liquidated damages for any holding over period. Said premises at the time of such delivery of possession shall be in as good order and condition as when the same were entered upon by Tenant, excusable or insurable loss by fire, inevitable accidents, and ordinary wear excepted.

6. **CARE OF SOIL.** Tenant shall haul out and distribute upon the poorest tillable soil on said premises (except as may otherwise be directed by Landlord) all the manure and compost suitable to be used whether on said premises at the beginning of this lease or accumulated during the term thereof; and further, he shall not haul or remove from said premises, nor burn any straw, stalks, stovers, stubble, or similar plant materials, all of which shall be the property of the Landlord, unless otherwise expressly agreed to, but Tenant may use the same on the premises for the farming operations. Tenant shall be solely responsible for the application of lime, if testing so warrants.

7. **CARE OF TREES, SHRUBS AND GRASS.** Tenant shall preserve and keep the fruit and ornamental trees, vines and shrubbery that are now or may be planted upon the premises, from injury by plowing or from cattle or other stock.

8. **WEED CONTROL.** All noxious weeds shall be sprayed or otherwise timely destroyed by Tenant. Weeds in fence rows shall by him be timely cut with a mower or scythe or sprayed with an herbicide.

9. **LANDLORD'S RIGHT OF ENTRY.** Landlord reserves the right to plow the ground after Tenant has harvested the crops if notice of the termination of this lease has been properly served. Landlord, or its legal representatives, may enter upon said premises for the purpose of viewing or seeding and making repairs, or other reasonable and ordinary purpose as Landlord.

10. **NO REMOVAL OF GRAIN OR PRODUCE UNTIL PAYMENT OF RENT.** Tenant further covenants, except as arranged with or agreed by Landlord, not to remove any of the grain or produce raised on said premises during the term of said lease until the rent herein specified shall be fully paid, nor to sell the same or any part thereof. If any grain or produce raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent, or if Tenant should sell or attempt to sell said grain or produce, or any part thereof, except as aforesaid, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent

shall immediately become due and payable and Landlord, or its legal representative, shall have the right to enter into said premises and take possession of said grain or produce, where the same may be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured to harvesting or gathering to cultivate the same and to preserve or protect the same until it shall be fit, and then harvest and gather or sell the same or any part thereof, at private or public sale, and apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.

11. **RUNWAY AREAS.** It is understood and agreed that crops grown in the approach areas at the ends of each runway shall be restricted to low-growing varieties and that no crops shall be grown within four hundred (400) feet of any landing facility or runway, nor within fifty-five (55) feet of any taxiway or aircraft parking area, nor in such a way as to obstruct the line-of-sight at an elevation of five (5) feet above the runway centerline between any point on a runway to any point on an intersecting runway when both of said points fall within the runway visibility zone. It is further understood and agreed that the runway visibility zone is that area included within boundaries defined by the perimeter formed by connecting those points on intersecting runways which fall midway between the runway intersection and the runway ends. Furthermore, Tenant shall not, at any time, cause machinery or equipment to cross the runway or leave debris on the runway areas.

12. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** Tenant shall comply with all rules and regulations pertaining to the operation of the Independence Municipal Airport and the Tenant and its agents, employees and servants, will observe and comply with all rules and regulations as may be promulgated by the United States of American, Federal Aviation Administration, Department of Transportation, Buchanan County and the City of Independence, Iowa.

13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or sublet the premises or any portion thereof, without the prior written consent of Landlord.

14. **VIOLATION OF TERMS OF LEASE.** If Tenant shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this Lease, or shall assign this Lease or under let said premises or any part thereof, without the written consent of the Landlord, then this lease shall, at the election of the Landlord, be null and void and the Landlord or its legal representative(s) shall have the right to take possession of said premises, using force as may be necessary, with or without the process of law, and all damages growing out of the failure to perform any of the covenants of this Lease shall be added to and become part of the rent, recoverable as rent. Without limiting the generality of the foregoing, any failure to pay rent when due shall entitle the Landlord to immediate possession and violation of the terms of this Lease, or failure to pay any cash rent when due, shall cause all unpaid cash rent to become due and collectible at once and without notice or demand upon Tenant.

15. LANDLORD'S LIEN AND SECURITY INTEREST. TENANT'S WAIVER.

Tenant, as to any of his personal property on said premises, hereby waives and relinquishes all rights of exemption from sale or seizure under distress or execution that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale to the extent necessary to protect Landlord in the enforcement of its liens herein and in the payment of all rental as agreed. Said Landlord shall have, in addition to the lien given by law, a security interest as provided in the Uniform Commercial Code of Iowa, upon all personal property owned, kept and used on said premises by Tenant during the term hereby agreed to be paid. Landlord may proceed at law or in equity with any remedy by law for the recovery of rent, or from the termination of this lease, because of Tenant's default of his performance.

16. REPAIRS. Tenant shall keep said premises, including the hedges and fences, in proper repair, provided that Landlord shall furnish necessary material, that he or his agents consider needful to repair said premises within a reasonable time after being notified, and Tenant shall haul said material to said premises without charge.

17. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of Landlord without first obtaining its written order. No mechanics lien shall be imposed upon or foreclosed against the real estate described herein.

18. ATTORNEY FEES AND COURT COSTS. Tenant also agrees to pay and discharge all costs and attorney fees or any expenses that shall arise from enforcing any of the covenants of this Lease by Landlord and all crops growing, or in cribs or granary on said premises, shall be security for all sums due or to become due from Tenant to Landlord as evidenced by book account or note held by and originally payable to Landlord (or either, if more than one).

19. CHANGES IN LEASE TERMS. No act of either party, or by both parties, shall be construed as an extension of this lease, or any change in the terms and provisions, unless changes are reduced to writing and signed by both parties.

20. DELAY IN GIVING POSSESSION. If Landlord is unable with due diligence to give Tenant possession at the beginning of the term hereof, the cash rent only shall be rebated on a pro rata basis as to time, until possession can be delivered, which rebate cash rental shall be accepted by Tenant as full settlement of all damages occasioned by said delay. If possession cannot be delivered within fifteen (15) days after the beginning of said term, either Landlord or Tenant may thereupon terminate this Lease by giving the other party notice of such termination.

21. FLIGHT OPERATIONS. The airport manager shall have the right to terminate any activities of Tenant which endanger or interfere with flight operations at the Independence Municipal Airport.

22. PROOF OF INSURANCE. Tenant shall maintain liability coverage on the

property, which is the subject of this Lease, in a minimum amount of two million (\$2,000,000.00) dollars and shall have the Landlord named as an additional insured on said policy with proof of insurance being provided to Landlord.

23. **WORDS AND PHRASES.** Words and phrases contained herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

TENANT

LANDLORD

Leon Bachman

Matthew Schmitz, City Manager City of Independence

Mailing Address of Tenant:

1111 4th Avenue NE
P.O. Box 189
Independence, Iowa 50644

City of Independence
331 First Street East
Independence, Iowa 50644

STATE OF IOWA, BUCHANAN COUNTY:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, Buchanan County, personally appeared Leon Bachman and executed the foregoing lease and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa