

Pasture (Grazing) Lease Agreement

Date and names of parties. This lease is entered into on April 30, 2023,

Between Donald D Wheatley Estate (Landlords) Lessor(s), at (address) Janet Wheatley, Personal

Representative, 4611 Old Cheney Rd, Apt #22, Lincoln 68516 and

Doug and/or Barb Standage (Tenants) (Lessee(s), at (address)

The parties to this lease agree to the following provisions.

Description of land. The Lessor rents and leases to the Lessee, to occupy and to use for agricultural

purposes only, the following real estate located in the County of Otoe and the State of Nebraska,

described as follows:

Area(s) 5, 6, and 8 of the 2023 Program Year USDA map for NW ¼ of Section 9, Township 9,

Range 9 East, (Attached), commonly known as the Wheatley farm and consisting of

approximately 25 acres, pasture land only.

Length of tenure. The term of this lease shall be from April 15, 2023, to October 1, 2023, and the

Lessee shall surrender possession at the end of this term.

Amendments and alterations to this lease may be made in writing in the space provided and the

end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the

existing provisions of the lease shall control operations.

Section 1. Rental Calculations and Payment Schedule

The Lessor agrees to pay \$45 per acre for use on the property described in paragraph I. Total rent of \$1125 shall be paid as follows:

\$1125 on or before 30th day of April 2023



United States
Department of
Agriculture

Otoe County, Nebraska



Common Land Unit Tract Boundary
 Non-Cropland PLSS
 Cropland

2022 NAIP Ortho Imagery

2023 Program Year

Map Created November 25, 2022

Farm 8728

Tract 14510

Wetland Determination Identifiers
 Restricted Use
 Limited Restrictions
 Exempt from Wetland Provisions

Tract Cropland Total: 66.77 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Section 2. Lessor and Lessee Responsibilities

Lessor and Lessee agree to divide and assume the following responsibilities: (Use X or initials to indicate responsibility.)

	Lessor	Lessee
Inspect fences	_____	__XX__
Furnish labor for repair of fences.	_____	__XX__
Furnish materials for repair of fences.	_____	__XX__
Supervise supply of water to livestock.	_____	__XX__
Furnish labor for repair of water system.	_____	__na__
Furnish materials for repair of water system.	_____	__na__
Furnish salt & mineral.	_____	__XX__
Return stray animals to pasture.	_____	__XX__
Pay veterinary expenses.	_____	__XX__
Provide loading and unloading facilities.	_____	__XX__
Furnish supplementary feed, if needed.	_____	__XX__

Section 3. Lessee's Obligations and Duties

The Lessee further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

A. Activities required:

1. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds cut.
2. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
3. To comply with pollution control, water quality, and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
4. Insurance: For the term of the lease, Lessee shall maintain liability insurance, insuring Lessee while performing on these premises.

B. 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. Lessee 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.

C. Activities restricted. The Lessee further agrees:

1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here.
4. Hunting rights are not included.

Section 4. Possession, Right of Entry, Extent of Agreement, Liability

The Lessor and Lessee agree to the following provisions. (Strike out any not desired.)

A. Yielding possession. The Lessee agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, loss by fire, flood, or tornado, and ordinary wear excepted.

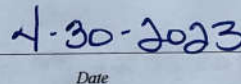
B. Lessor's right of entry. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon.

C. Extent of agreement. The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties.

D. Lessor liability. The Lessee takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on building, fences, tile, and other improvements.



Lessor



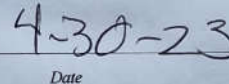
Date

By _____
Lessor



Lessee

Date



Date

Lessee

Date