

LEASE

FARM GROUND/FALLS CITY MUNICIPAL AIRPORT

THIS AGREEMENT made this 1st day of March, 2026, between the FALLS CITY AIRPORT AUTHORITY, Lessor and _____, Lessee.

WITNESSETH: THAT SAID LESSOR has this date leased unto the Lessee and the Lessee does hereby lease from the Lessor that part of the SW 1/4 and that part of the W 1/2 of the NW 1/4 of Section 2, Township 1 North, Range 16 East of the 6th P.M., Richardson County, Nebraska, known as the Falls City Municipal Airport, except the buildings and improvements and except all that part of the premises used for airport purposes, said lease to commence as of March 1, 2026, and to terminate on the 28th day of February, 2027.

Lessee acknowledges and agrees that there is, at the time of execution of this agreement, available for cultivation, a total of 96 acres as depicted in Exhibit A attached hereto and incorporated by reference. Lessee shall not be allowed to plant crops within 125 feet of the runway center lines, 45 feet of the taxiway center line, 20 feet of the apron edge and 400 feet of the runway ends. Acreage limitations:

- 92 Acres: Limited to the planting of wheat, oats, soybeans, milo, alfalfa and clover which will not interfere with the operation of the Falls City Municipal Airport.
- 4 Acres (Hatched Area of Exhibit A): Limited to hay production only. Said four (4) acre area shall be subject to temporary control by the Lessor for airport operational purposes in connection with an annual airport event held during Father's Day weekend. Lessee shall harvest, cut, and remove all hay from this four (4) acre area no later than five (5) days prior to the commencement of said event, and Lessor shall have exclusive possession of that area for vehicle parking and related airport uses during that timeframe.

Lessee agrees to pay to said Lessor, as rent, the sum of \$ _____ per acre for 92 acres and \$ _____ for 4 Acres, with the total sum being \$ _____ per year based upon the total acreage and 1/2 of the amount due shall be paid on or before April 1 of each year with the remaining balance of said annual rental due and payable on or before October 1 of each year. Lessee further acknowledges that the Lessor anticipates future airport improvement projects that may require ground disturbance within portions of the leased premises. In the event such disturbance becomes necessary, Lessor shall provide reasonable advance written notice to Lessee. Lessee shall not be liable for crop loss, soil disturbance, or restoration costs within the affected area resulting directly from such project. The Lessor shall reimburse Lessee for the cash rent attributable to the disturbed acreage, or, at Lessor's option, the proportional value of documented crop input costs, for the period during which the acreage is unavailable for agricultural use.

Lessee shall not sublet nor in any manner release any part of the leased premises without written consent of the Lessor. The Lessee further agrees that Lessee will not store any farm equipment or farm crops upon said premises which shall be used solely for the production of farm crops.

If the Lessee shall fail to pay rent in the amounts and times herein specified, or Lessee shall violate any of the other terms and conditions herein specified, the Lessor may, at its option, declare this Lease to be terminated and recover possession of the leased premises in the manner provided by law.

At the end of the term, the Lessee agrees to surrender up and yield possession of the leased premises to the Lessor without notice of any kind.

It is further understood and agreed by and between the parties that the Lessee in the operation and use of said farm ground will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person, or group of persons in any manner, whatsoever, as prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation.

Lessee is given the option of renewing this lease by the Lessor for a period of two (2) years for a total of three (3), consecutive years, upon the same terms and conditions, provided however, that the Lessee give written notice to the Lessor on or before February 1 of each year of such renewal and further provided that the Lessor confirms and approves said written notice for the renewal of this lease based upon compliance with the lease terms by Lessee. Lease amounts for all renewal terms shall be based on the FSA Certified acres of the prior year. If the Lessor does not approve and confirm the written request for the option of renewing the terms of this lease, the lease will be terminated on the 28th day of February of that year. This lease shall terminate with no right of renewal on February 28, 2029, without further notice or demand.

The covenants and agreements herein shall continue to and be binding upon the heirs, executors, administrators, and the parties to this Lease.

LESSOR:
FALLS CITY AIRPORT AUTHORITY

By: _____
Chairman

LESSEE: _____

LESSEE: _____

STATE OF NEBRASKA)
) ss
RICHARDSON COUNTY)

Before me, a notary public, qualified in said county, personally came _____, Chairman, Airport Authority of the City of Falls City, Nebraska, a Municipal corporation, known to me to be the Mayor and identical person who signed the foregoing Lease and acknowledges the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Municipal Corporation, and the corporate seal was thereto affixed by its authority.

Witness my hand and notary seal this _____ Day of _____, _____.

Notary Public

STATE OF NEBRASKA)
) ss
RICHARDSON COUNTY)

On this _____ Day of _____, _____, before me, a notary public, duly commissioned and qualified for the residing in said county, personally came _____, to be known to be the identical person whose name is affixed to the foregoing Lease and acknowledged the same to be his/her voluntary act and deed.

Witness my hand and notary seal the day and year last above written.

Notary Public