

BLAIR AIRPORT AUTHORITY
FARM LEASE

THIS FARM LEASE (“Lease”) is made between the Airport Authority of the City of Blair (“Landlord”), whose address for the purpose of this Lease is City of Blair, 218 South 16th Street, Blair, NE 68008, and Larry Buss (“Tenant”), whose address for the purpose of this Lease is 2561 Nodaway Lane, Logan, IA 51546.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the real estate identified as Parcel Number 890004921 by the Washington County Assessor, commonly known as the “Peterson Property” and legally described as Tax Lot 29, Section 24, Township 17 North, Range 11 East of the 6th P.M., Washington County, Nebraska (the “Real Estate”).

This Lease is for the 2025 season only and this Lease shall automatically lapse, expire, and terminate upon Tenant’s harvest of the crops on the Real Estate in the Fall of 2025. No notice of termination of any kind shall be required or shall be provided.

2. **RENT.** Tenant shall farm the land rent free for the 2025 season only.

All Rent is to be paid to Landlord at the address indicated above. Rent must be in Landlord’s possession on or before the due date. Participation of the Real Estate in any offered program by the U.S. Department of Agriculture (U.S.D.A) or any State or Local program for crop production control or soil conservation require Landlord’s consent, which shall not be unreasonably withheld. Any U.S.D.A. farm program payments shall be payable to Tenant.



3. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be determined by Tenant. Tenant shall only be entitled to farm those portions of the Real Estate designated by Landlord. All necessary inputs, machinery and equipment, as well as labor, necessary to carry out the terms of this Lease shall be furnished by and at the expense of the Tenant.

4. **TAXES.** Landlord shall pay all real property taxes and assessments on the Real Estate.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis in the Fall of 2025.

6. **Airport Safety.** Landlord shall clearly identify Airport operation safety areas on or near the Real Estate to Tenant. Tenant shall at all times keep all Airport operation safety areas clear of any equipment and obstructions. Should Tenant have a need to operate in a safety area, he/she shall notify the Airport Manager for assistance to assure safe airport operations at all times.

7. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date, but without investigation:

i) Neither Landlord nor the former owner are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and any zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the Lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals including, without limitation, herbicides and insecticides and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals shall not be stored on the premises. Farm chemicals for use on other properties shall not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

8. NO LIVESTOCK ON LEASEHOLD PREMISES: The Tenant shall not have livestock or animals of any kind on the leasehold premises.

9. LANDLORD COVENANTS. Landlord represents and covenants that Landlord is the owner in fee simple of the Real Estate and that Landlord has full power and capacity to make this Lease with Tenant. Except as otherwise provided in this Lease, Landlord further covenants that Tenant, upon the complete and timely payment of all Rent and performance of Tenant's other obligations under this Lease, shall peacefully and quietly have, hold and enjoy the occupancy of the Real Estate throughout the Term of this without any disturbance from Landlord or anyone claiming by, through or under Landlord (including without limitation Landlord's lender(s)).

10. TERMINATION OF LEASE. This Lease is for the 2025 season only and this Lease shall automatically lapse, expire, and terminate upon Tenant's harvest of the crops on the Real Estate in the Fall of 2025. No notice of termination of any kind shall be required or shall be provided.

11. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

12. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. Upon prior notice to Tenant, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to perform and undertake any actions associated with Airport operations, safety, and security, and/or to perform or have performed, at Landlord's sole cost, such inspections, surveying, examinations, and investigations of the Real Estate that the Landlord may determine in the Landlord's sole discretion to be appropriate in association with the Landlord's use of the Real Estate for the Landlord's Runway 13 extension project. Any such entry and/or inspections by the Landlord or its agents shall be reasonably undertaken so as to not damage the growing crops, and shall be limited to access on foot for the areas with growing crops. Landlord shall be responsible for any crop damage created by such entry and/or inspections.

13. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

14. REPAIRS. Tenant shall maintain the Real Estate and any improvements thereon in as the same condition and repair as when Tenant takes possession of the Real Estate under this Lease.

15. NEW IMPROVEMENTS. Tenant shall not make any structural or fencing improvements of any kind to the leased premises.

16. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. No wells, windmills, water systems or septic systems exist on the leased property. Landlord does not guarantee continuous or adequate supplies of the water for the premises.

17. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

18. NO AGENCY. Tenant is not an agent of the Landlord. Landlord is not an agent of Tenant.

19. TELEVISION AND RADIO. Tenant shall not install any television reception antennas, microwave dishes, radio reception and/or transmission antennas without the written consent of the Landlord.

20. CHOICE OF FORUM AND CHOICE OF LAW. Any legal dispute concerning this Lease shall be brought solely in the court system of Washington County, Nebraska and Nebraska law shall apply.

21. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorney fees.

22. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such a provision is reduced to writing and executed by both parties as an addendum to this Lease.

23. CONSTRUCTION. Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context.

24. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address.

25. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

Authorized Representative of the
Airport Authority of the City of Blair, Nebraska, Landlord

STATE OF NEBRASKA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned Notary Public, personally came _____,
an authorized representative of the Airport Authority of the City of Blair, Nebraska, Landlord
above, and being duly sworn, stated the facts contained in the foregoing Lease Agreement were
true and he/she signed the same as his/her free and voluntary act and deed.

WITNESS my hand and seal this _____ day of _____, 2025.

NOTARY PUBLIC

Larry Buss, Tenant

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, personally came Larry Buss, Tenant above, and
being duly sworn, stated the facts contained in the foregoing Lease were true and he signed the
same as his free and voluntary act and deed.

WITNESS my hand and seal this _____ day of _____, 2025.

NOTARY PUBLIC