

chemical within 100 feet of any water source, including but not limited to wells, streams, ponds, or drainage ditches, unless specifically permitted by applicable regulations and approved in writing by Landlord. Tenant shall not use, nor permit to be used, any agricultural chemical within three hundred (300) feet from any residential structure, residential property line, school, daycare facility, healthcare facility, or other area where human occupation regularly occurs.

Any aerial application of agricultural chemicals must strictly comply with all applicable federal, state, and local regulations, including but not limited to FAA regulations, Iowa pesticide applicator licensing requirements, and drift management protocols. Tenant shall provide Landlord with at least seventy-two (72) hours prior written notice before any aerial application of agricultural chemicals. Aerial applications shall only be conducted by licensed and certified applicators who maintain appropriate insurance coverage for such operations.

7. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be provided by law.

8. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the 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.

9. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

10. 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.

11. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

12. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the

Tenant may remove the improvement at the end of the lease.

13. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

14. 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.

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

16. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

17. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

18. 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 attorneys' fees.

19. 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 provision is reduced to writing and executed by both parties as addendum to this Lease.

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

21. 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, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

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

23. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating

this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

DATED: _____

CITY OF HOLSTEIN, IOWA,
LANDLORD,

TENANT

By: _____
Kathy Breyfogle, Mayor

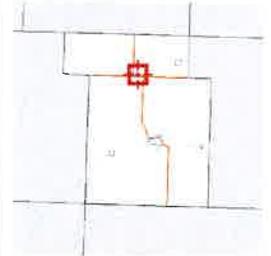
By: _____

EXHIBIT "A"

Parcel A, Section 35, Township 89 N, Range 40, West of the 5th P.M., more particularly described as:
Commencing at the Northwest Corner of the SE1/4 of said Section 35; Thence South 89°39'43" East, along the North line of Said SE1/4, 314.94 feet to the East line of East Ridge Addition to the City of Holstein, being also the point of beginning. Thence South 00°54'15" West, along said East line, 2,185.62 feet to the North line of previously surveyed tract which appears of record in plat book 7, page 331, in the office of the Ida County Recorder; Thence South 89°29'07" East, along said North line, 208.71 feet to the East line of said tract; Thence South 00°54'15" West, along said east line and its southern extension, 268.71 feet to the North line of U.S. Highway No. 20; Thence South 89°29'07" East, along said North line, 152.45 feet to the East line of the W1/2 W1/2 SE1/4 of said Section 35.



Overview



Legend

- Roads
-  US Highway
 -  State Highway
 -  Local Roads
 -  Railroad
 -  Road ROW
- Other symbols:
-  Parcels
 -  Corporate Limits
 -  County Boundary
 -  Surrounding Counties

Parcel ID	16-04-3504	Alternate ID	PLAT 37	Owner Address	INCORPORATED CITY OF HOLSTEIN IOWA
Sec/Twp/Rng	35-89-40	Class	A		119 S MAIN
Property Address		Acreege	18.79		PO BOX 500
					HOLSTEIN, IA 51025

District: HOFAR
 Brief Tax Description: 35/89/40 PT S1/2 SEC 35
 (Note: Not to be used on legal documents)

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