

PARTIAL SUMMARY OF TERMS OF CROP LEASE

1. Parcel is leased on an “as-is” basis.
2. Lease Term is 5 years.
3. Payment for 2021 will be due and payable by 4:30 pm, January 31, 2021. Payment for all subsequent years will be due the last day of March.
4. There will be no guaranteed provision for water supply, although if surface water is available on the parcel, it can be accessed at no additional charge. If the water supply is a well, access to water shall be considered the cased well only, and not including pumps, energy supply, piping and associated equipment. If the lessee wishes to apply for an irrigation contract of any type, with the WID; such application will be considered on its own merits and the WID will approve or deny at its own discretion. The lessee will be responsible for all costs associated with any development or irrigation on the parcel.
5. There is no provision for irrigation on the parcel.
6. Where natural resource exploration and/or recovery operations or County or MD roadworks are being conducted on leased lands, the District shall enter solely into negotiations and receive all compensation. Where such operations materially change the land leased, or result in damage to fences or authorized improvements, the District may offer compensation to the Lessee or amend the annual rental with agreement from the Lessee. The Lessee agrees to willingly execute any agreements or documentation as may be required. This also applies to any pipelines or transmission lines.
7. The Lessor (WID) shall pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the term of the lease.
8. The Lessee will use the Lands only for the purposes of crop production thereon, or for such other uses expressly authorized in writing by the Lessor. If other uses are observed the lessor may request that they cease and if the lessee does not comply the lessor will terminate the lease and or irrigation on the parcel.
9. If the Lessor provides a Notice to the Lessee specifying that, in the opinion of the Lessor, the said Lands are not being adequately cared for; the Lessor will have the right to terminate the lease at the conclusion of harvest.
10. The Lessee will not assign or transfer this lease or any part thereof or any interest therein, without the prior written consent of the Lessor.

11. The Lessee shall control all noxious weeds now growing or which may grow upon the said Lands, and to comply with provisions of the Environmental Protection and Enhancement Act and the regulations passed thereunder.
12. The Lessee shall not reside upon the said Lands nor place or erect thereon or bring thereto any buildings other than temporary shelters for livestock use.
13. The Lessee will not place or erect upon the said Lands any improvements, other than fences, without the prior written consent of the Lessor. The Lessor shall approve the location of fencing prior to installation by the Lessee.
14. The Lessee will indemnify the Lessor against all manner of claims, damages, loss, costs and charges whatsoever, suffered by the Lessor or its property, either directly or indirectly, in respect of any matter or thing arising from the Lessee's use of the Lands or out of any operation in connection wherewith.
15. The Lessor reserves the right to cancel or reduce the size of the leased area with 90 days' notice of same. The amount of the lease for the balance of the term will be reduced in a pro-rata fashion based on the number of acres removed from the leased parcel.