

**FARM LEASE**

THIS AGREEMENT is made and entered into on this 1st day of January, 2023, by and between SHERDIAN COUNTY, MONTANA, the CITY OF PLENTYWOOD, MONTANA and PLENTYWOOD CITY-COUNTY AIRPORT BOARD, also known as SHERWOOD AIRPORT BOARD, of Plentywood, Montana, 59254, Party of the FIRST PART, and hereinafter sometimes referred to as Owner, and \_\_\_\_\_, the Party the SECOND PART and hereinafter sometimes referred to as Tenant.

**RECITAL**

The Owner desires to lease to Tenant the farm lands hereinafter described, and the Tenant desires to lease said farm lands for a term covering FIVE (5) farming seasons, to-wit: From and after the first day of January, 2023, and ending on the 31st day of December, 2027, without further notice to any of the parties hereto.

**WITNESSETH:**

The said Owner for and in consideration of the rents and covenants hereinafter mentioned and to be paid and performed by the said Tenant, has demised, leased and let, and by these presents does demise, lease and let unto said tenant, FOR FARMING PURPOSES ONLY, the following described real estate, situated in the County of Sheridan, State of Montana, to-wit:

Agricultural land situated at the Sherwood Airport consisting of 355.31 acres of cultivated farmland and further described as being:

TOWNSHIP 35 NORTH, RANGE 55 EAST  
Section 16: E/2; NW/4; E/2SW/4; NW/4SW/4;

TO HAVE AND TO HOLD, the above rented real estate, FOR FARMING PURPOSES ONLY, to the said Tenant, and to his heirs, successors and assigns for and during the full term of this lease.

THAT IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. Tenant shall be free to farm said premises in any reasonable manner he so chooses. Summer fallowing shall not be required.
2. Owner shall pay all real taxes imposed against said land.
3. Tenant shall not cause or allow any liens to be filed against said lands as a result of any of his activities upon such premises.

4. This lease shall not in any way interfere with any present or future oil, gas, or mineral lease development upon said lands, but shall be subservient to such present or future leases and subject to the terms thereof.
5. This lease may be terminated in the event of default by any party hereto, by giving notice of such default, in writing, served upon the offending party by mailing, giving the offending party thirty (30) days in which to correct the default; and if not so corrected, the lease terminates. The parties hereto may also avail themselves of any remedy provided for under the then existing laws of the State of Montana.
6. As rental herein, Owner shall receive annual cash payment in the amount of \_\_\_\_\_ per acre. The first payment for said lease shall be due and owing as of the 15<sup>th</sup> day of January, 2023, and payment shall continue in a like manner during the term of this lease. Tenant shall keep all government grain certificate payments and/or any other government farm payments, if any, during said farming season;
7. Tenant shall pay all of the farming expenses relating to such farming operations, and he shall furnish all of the labor, seed, farming equipment and all other equipment and tools necessary to farm said lands in a good and husbandlike manner and in accordance with the usual good farming practices in this area, and he shall comply with all government programs applicable to said farm lands.
8. This lease is not to be assigned or sublet, in part or in whole, by Tenant, without the written permission of the Owner first obtained.
9. Upon the expiration or earlier termination of this lease, it shall be lawful for the Owner to reenter and take absolute and full possession of said lands and to hold and enjoy the same fully and absolutely; and Tenant will, at the expiration of the time as herein recited, or at any earlier termination date, if any there might be, quietly yield and surrender the said premises to Owner.
10. This lease shall be binding upon and inure to the benefit of and be obligatory upon the parties hereto, their heirs, successors, executors, administrators, personal representatives, devisees, and assigns.
11. This lease is not intended to create nor does it create any partnership or joint venture between Owner and Tenant, and neither party hereto is liable for the debts of any other party hereto.
12. That the DIVISION OF SEISMIC and oil exploration well sites and roadways damage payments shall be as follows:
  - A. The Tenant shall receive 100% of the damages paid, for damage to growing crops and any damage done to summerfallow.
  - B. Owner shall receive all other damage payments not specifically given to Tenant in preceding subparagraph "A".
  - C. Owner and Tenant shall equally share (50-50) payments made solely for any permits allowing seismic operations upon said leased premises. These permit or entry payments are not to be confused with the aforementioned actual damage payments set out in the preceding subparagraphs "A" and "B".
  - D. Tenant must have the prior written permission of Owner before signing any seismic permits relating to the leased premises or any portion thereof.
13. Further, Owner reserves the right to use the existing trail located in the northwest corner of the airport property that supplies access to the airport windsock and AWOS. Owner reserves the right to enter upon the demised premises at any

reasonable time for the purpose of viewing them or making repairs or improvements thereon, provided that such entry and activity shall not interfere with the occupancy of Tenant.

14. It is agreed that if a portion of the demised premises is required for airport expansion, Tenant shall release it from this lease, and the cash lease amount paid hereunder shall be accordingly reduced by the number of acres release to Owner.
15. It is understood Lessee shall not operate any farm equipment on the runways or taxiways. It is further understood Lessee shall not at any time block the runways or taxiways with farm equipment.
16. It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Montana.
17. Waiver by Owner of any breach of any covenant or duty of Tenant under this lease agreement is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.
18. In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.
19. The invalidity of any provision of this lease agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this lease agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
20. This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.
21. Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by either party or any authorized representative of each party.

IN WITNESS WHEREOF, both parties have hereunto set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**SHERIDAN COUNTY, MONTANA**  
Lessor

By: \_\_\_\_\_  
Commission Chairman

STATE OF MONTANA )  
  ss.  
County of Sheridan                    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by \_\_\_\_\_ as Chairman of the Commission of Sheridan County, Montana.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF MONTANA  
Residing at: \_\_\_\_\_  
(SEAL)                      My commission expires: \_\_\_\_\_

**CITY OF PLENTYWOOD, MONTANA**  
**Lessor**

By: \_\_\_\_\_  
**Mayor**

STATE OF MONTANA )

County of Sheridan ) ss.

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as Mayor of the City of Plentywood, Montana.

(SEAL) \_\_\_\_\_  
NOTARY PUBLIC, STATE OF MONTANA  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**PLENTYWOOD CITY-COUNTY AIRPORT BOARD**  
**Lessor**

By: \_\_\_\_\_  
**Board Chairman**

STATE OF MONTANA )  
County of Sheridan ) :ss.

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, acting in his capacity as an officer of the  
PLENTYWOOD CITY-COUNTY AIRPORT BOARD.

(SEAL) \_\_\_\_\_  
(Signature of Notary)  
\_\_\_\_\_  
(Printed Name of Notary)  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_,  
Lessee

STATE OF MONTANA     )  
  :ss.  
County of Sheridan     )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Printed Name of Notary)  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(SEAL)