

SOUTH CENTRAL REGIONAL AIRPORT AGENCY
Meeting of the Board
Tuesday, October 25, 2022 – 6:00 p.m.
Pella Public Safety Complex at 614 Main Street, Pella, IA 50219

Agenda

1. Call to Order
2. Call to the public (limited to 3 minutes per person)
3. Approval of Minutes from July 20, 2022
4. Resolution No. 68 entitled, “RESOLUTION ACCEPTING FARM LEASE BID TABLUATION AND AWARDING LEASE AGREEMENTS”
5. The next meeting is scheduled for November 22, 2022 at 6:00 p.m.
6. Adjourn

South Central Regional Airport Agency
Meeting Minutes
Wednesday, July 20, 2022

Board members present: Jim Hansen, Pamela Blomgren, Kevin Gaul and Doug Klahsen. Absent: David Corbin.

SCRAA staff present: Mike Nardini, Pella City Administrator; Amal Eltahir, Oskaloosa City Manager; Amy Beattie, SCRAA Legal Counsel (via phone); Jerry Searle, HDR Engineering; Amy Miller, Oskaloosa City Clerk/Finance Director.

Meeting called to order by Chairman Hansen at 6:00 p.m. in the Oskaloosa City Hall Council Chambers, 220 South Market, Oskaloosa, Iowa. Six members of the general public attended the meeting in person.

Chairman Hansen opened the call to the public. Two comments were received from the following members of the public: Alicia Helm and John Bandstra.

It was moved by Blomgren, seconded by Gaul, to approve the June 28, 2022 minutes. Motion carried 4-0.

At 6:09 p.m., it was moved by Gaul, seconded by Blomgren, to enter into closed session under Code of Iowa; Chapter 21 Section 5 sub paragraph 1. j. to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the prices the governmental body would receive for that property. Motion carried 4-0.

SCRAA back into open session at 6:32 p.m.

Blomgren introduced Resolution No. 67 entitled "A RESOLUTION AUTHORIZING A REQUEST FOR PROPOSALS PROCESS FOR THE SCRAA PROPERTIES" and moved its approval. Gaul seconded the motion. Motion carried 4-0.

The next regular meeting is scheduled for July 26, 2022 at 6:00 p.m.

The meeting adjourned at 6:37 p.m.

Minutes prepared by Amy Miller

ITEM NO: 4

SUBJECT: Resolution Accepting Farm Lease Bid Tabulation and Awarding Lease Agreements

DATE: October 25, 2022

BACKGROUND:

This resolution accepts the attached farm lease bid tabulation, awards the lease agreements to the highest bidders, and authorizes the SCRAA chairperson to execute the farm lease agreements after they have been reviewed and approved by the SCRAA attorney.

As further background, on July 20, 2022, the SCRAA authorized a request for proposals process to retain operators to farm the current SCRAA properties as the existing farm leases are set to expire on February 28, 2023. Included as a memo attachment is a listing of all sealed bids which were received on October 14, 2022. Below is an overview of the high bidder for each parcel:

1. Wichhart Property: \$41,567.00 from Drew McGee
2. Van Heukelom Property: \$50,100.00 from Randy DeBruin
3. Vos Property: \$37,300.00 from Mark Vos
4. Barnard Property: \$20,200.00 from Robert DeRooi

The amounts above are for a period of one-year beginning on March 1, 2023 and ending on February 28, 2024. The cash rent will be payable by the tenant to the SCRAA as follows: 50% on March 1, 2023 and 50% on September 1, 2023.

Below is a comparison of the current and proposed lease holders:

Parcel	Acres	Current Lease Holder	Current Annual Lease Amount	Proposed Lease Holder	Proposed Annual Lease Amount
Wichhart	113 acres	Hilltop Ag	\$22,600	Drew McGee	\$41,567
Van Heukelom	117.79 acres	Leland Van Kooten	\$30,510	Randy DeBruin	\$50,100
Vos	78.39 acres	Mark Vos	\$0	Mark Vos	\$37,300
Barnard	45.51 acres	Robert DeRooi	\$8,343	Robert DeRooi	\$20,200

SUMMARY

The SCRAA Property Committee has reviewed the farm bids received and is recommending awarding farm lease agreements to the highest bidders as outlined in this memo.

ATTACHMENTS: Resolution, SCRAA Land Lease Bids, Blank Farm Lease Form

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Approve resolution

RESOLUTION NO. 68

RESOLUTION ACCEPTING FARM LEASE BID TABULATION AND AWARDING LEASE AGREEMENTS

WHEREAS, the South Central Regional Airport Agency (SCRAA) owns properties that are under farm leases that terminate effective at the end of the current crop year;

WHEREAS, the SCRAA deemed it to be in the best interest of the SCRAA to obtain proposals for leasing of the properties owned by it, beginning with the upcoming crop year;

WHEREAS, the selection of the operators to farm the properties has followed a bidding process for requesting such proposals;

WHEREAS, the SCRAA Board Chair previously appointed a farm lease committee and that committee has reviewed the proposals and made recommendations to the SCRAA Board for awarding farm lease agreements;

WHEREAS, the farm lease committee has prepared a bid tabulation for acceptance by the SCRAA Board to aid in the selection of operators; and

WHEREAS, the SCRAA Board desires to award farm lease agreements to the operators hereinafter described and desires that such farm lease agreements should be signed and entered into between the SCRAA and said operators.

NOW, THEREFORE, BE IT RESOLVED that the bid tabulation as prepared by the farm lease committee is hereby accepted by the SCRAA Board.

BE IT FURTHER RESOLVED that the operators described below are awarded farm lease agreements to the corresponding properties and in the corresponding amounts as follows:

Property	Operator	Lease Bid Amount
Wichhart	Drew McGee	\$41,567.00
Van Heukelom	Randy DeBruin	\$50,100.00
Vos	Mark Vos	\$37,300.00
Barnard	Robert DeRooi	\$20,200.00

BE IT FURTHER RESOLVED that the SCRAA shall enter into farm lease agreements with the above-described operators and that the SCRAA Board President is hereby authorized and empowered by the SCRAA Board to execute said farm lease agreements as reviewed and approved by the SCRAA attorney.

PASSED AND APPROVED, this 25th day of October 2022.

Jim Hansen, Chairperson

ATTEST:

Mandy Smith, Pella City Clerk

SCRAA Land Lease Bids

Bidder	Bid #1 Wichhart
Drew McGee	\$ 41,567.00
Anderson Row Crop Farms	\$ 40,000.00
Daniel Terpstra	\$ 37,629.00
Rich Caves	\$ 29,000.00
Randy DeBruin	\$ 28,250.00
Nathan VandeVoort	\$ 23,730.00
Scott Van Veldhuizen	\$ 17,000.00

Bidder	Bid #2 Van Heukelom
Randy DeBruin	\$ 50,100.00
Leland Van Kooten	\$ 45,000.00
Anderson Row Crop Farms	\$ 44,500.00
Drew McGee	\$ 43,330.00
Scott Van Veldhuizen	\$ 42,000.00
Daniel Terpstra	\$ 41,462.00
Rich Caves	\$ 38,400.00

Bidder	Bid #3 Vos
Mark Vos	Match highest bid per contract
Daren Van Kooten	\$ 37,300.00
Randy DeBruin	\$ 33,725.00
Scott Van Veldhuizen	\$ 33,000.00
DBGL Farms Inc	\$ 32,150.00
Anderson Row Crop Farms	\$ 31,500.00
Daniel Terpstra	\$ 30,333.00
Rich Caves	\$ 29,500.00
Nathan VandeVoort	\$ 28,612.35
E. Van Wyk Farms	\$ 27,514.89
Lucas De Groot	\$ 23,500.00

Bidder	Bid #4 Barnard
Robert DeRooi	\$ 20,200.00
Scott Van Veldhuizen	\$ 19,000.00
Anderson Row Crop Farms	\$ 18,500.00
Daniel Terpstra	\$ 17,610.00
Rich Caves	\$ 17,200.00
Nathan VandeVoort	\$ 16,611.15
E. Van Wyk Farms	\$ 15,974.00



FARM LEASE – FIXED CASH RENT

THIS LEASE ("Lease") is made between _____ ("Landlord"), whose address for the purpose of this Lease is _____ and _____ ("Tenant"), whose address for the purpose of this Lease is _____.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in _____ County, Iowa (the "Real Estate"):

and containing (total acres)(tillable acres per county FSA records), more or less, with possession by Tenant for a term of 0 year(s) to commence on _____, and end on _____. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

The following housing, building, and storage structures on the Real Estate are reserved to Landlord:

STRUCTURE	PURPOSE

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):
Total annual cash rent of \$0.00 payable, as follows: \$0.00 on _____, \$0.00 on _____, and \$0.00 on \$_____.

This cash rent has been determined as follows:

Cropland	0 acres @ \$0.00/acre =	\$0.00
Cropland	0 acres @ \$0.00/acre =	\$0.00
Established hay land	0 acres @ \$0.00/acre =	\$0.00
Pasture	0 acres @ \$0.00/acre =	\$0.00
Buildings, Storage structures, and housing		\$0.00

TOTAL ANNUAL RENT \$0.00

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 0% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 0% Tenant. Crop disaster payments shall be divided 0% Landlord 0% Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in

addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All machinery, inputs equipment, and labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

Phosphate and potash on oats or beans shall be allocated 0% the first year and 0% the second year, and on all other crops allocated 0% the first year and 0% the second year. Lime and trace minerals shall be allocated over 0 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, at Tenant's cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

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, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the real estate. Tenant shall do what is reasonably necessary to control soil erosion including, but not

limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate. Tenant shall investigate and report all broken or inoperative tile lines to Landlord. Repairs and maintenance of tile will be paid for by: _____. Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant may take any part of the aboveground part of a plant associated with a crop, at the time of harvest or after the harvest, until the farm tenancy terminates. Tenant may use these materials upon the Real Estate for grazing livestock managed by Tenant but shall protect the real estate and all trees, vines, and shrubbery from injury by Tenant's cropping operations or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. **ENVIRONMENTAL.**

a. Landlord. To the best of Landlord's knowledge:

- i. Neither Landlord nor Landlord's former or present tenants 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 all 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 to the 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 may (not) be stored on the premises for more than one year. Farm chemicals for use on other properties may (not) be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. 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.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may (not) be disposed of on the premises. Dead livestock may (not) be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 6b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

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 as 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. If Tenant fails to do so Tenant agrees to pay Landlord \$0.00 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.
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. Landlord retains the right to use or lease the Real Estate for hunting, fishing, or other recreational purposes, but such use shall not interfere with the regular operation of the farm and notice of entry shall be provided to Tenant three (3) days prior to entry for such purposes. Tenant may not use the Real Estate for hunting, fishing, or recreational 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 Real Estate 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. If a fence must be totally replaced Landlord will pay one-half of the labor.
12. **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, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, 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, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.
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.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
16. **HOUSING.** In the event that housing is included in Section 2, Tenant may install and remove, without causing material injury to the Real Estate, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas. Operating expenses shall be paid as indicated:

<u>Expense</u>	<u>Paid by (mark one or indicate %)</u>	
electricity	0 Tenant	0 Landlord
telephone	0 Tenant	0 Landlord
water and sewer	0 Tenant	0 Landlord
garbage collection	0 Tenant	0 Landlord
gas or heating oil	0 Tenant	0 Landlord
cable/satellite TV reception	0 Tenant	0 Landlord
Internet connection	0 Tenant	0 Landlord

Minor repairs under \$0.00 shall be paid by the Tenant. Repairs over this amount shall be made by mutual agreement of the Tenant and Landlord and paid as follows: 0 .

17. **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.
18. **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.

19. **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.
20. **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 7, which shall be governed by the Code of Iowa.
21. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
22. **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.
23. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
24. **INSURANCE/TAXES.** Landlord will pay all real estate taxes and maintain insurance on Landlord's interest in the Real Estate. Tenant shall insure its interest in the Real Estate and maintain liability insurance that names Landlord as an additional named insured.
25. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.
26. **ADDITIONAL PROVISIONS.** _____

DATED: _____.

TENANT:

LANDLORD:

, Tenant

, Landlord

Individual Acknowledgment

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on _____,
by _____.

Signature of Notary Public

Corporate Acknowledgment

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on _____,
by _____ as _____ of _____.

Signature of Notary Public

(ATTACH OTHER APPROPRIATE ACKNOWLEDGMENT(S) HERE)