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STATE OF NEBRASKA } SS  
 Keya Paha County }  
 Entered in Numerical Index, and filed for  
 record September 30, 2022 at  
10:20 clock AM and recorded in  
 Book 14 of Wise on page 670  
Kirk W. Hintze (County Clerk)

## RESIDENTIAL LEASE AGREEMENT

This Lease made and entered into as of the 23<sup>rd</sup> day of September 2022 by and between Kirk W. Bruns and Kristi J. Bruns, husband and wife as joint tenants, hereinafter referred to as Owner and Ann E. Hintze, David A. Barmore, Alice J. Barmore and Robert J. Barmore, hereinafter after referred to as the Tenant.

## WITNESSETH:

1. Description of Property. That Owner hereby leases to Tenant the following-described real estate in Keya Paha County, Nebraska, to-wit:

A tract of land containing approximately 2.75 acres located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 2, Township 32 North, Range 21, West of the 6<sup>th</sup> P.M. in Keya Paha County, Nebraska, containing a building site for a cabin, camper pad, well and generator shed.

Subject to easements, covenants, restrictions, mineral reservations and mineral conveyances of record and public roads, if any.

As set forth in the aerial map indicating the location of the property being leased, which map is attached hereto, marked Exhibit "A" and incorporated herein by this reference,

for the term beginning September 23, 2022 and continuing for the lifetime of the Tenants, or any one of them, for the purpose of residing in the cabin and outbuildings on the above-described real estate, subject to the terms and conditions set forth in this Lease Agreement. Upon the death of all of the Tenants named herein, or in the event of the nonuse of the property for a term of one year, this Lease shall terminate without notice to either party. This Lease grants Tenant the right to occupy the cabin and leased area for up to 56 days per calendar year throughout the existence of the lease. The term of the Lease shall be reduced to a maximum of 42 days upon the death of one of the four Tenants, and shall reduce to a maximum of 28 days upon the death of two or more of the Tenants, and shall terminate upon death of all of the above-named Tenants.

2. Rental. Tenant, through Barmore Ranch Co., L.L.C., has permitted Owner to purchase the above-described real estate, and that authorization to purchase is to be considered as fair and reasonable consideration for the rental of the property, throughout the entire term of this lease, with no additional payment of rent required.

3. Authorized Residents and Guests. The use or benefit of this Lease is limited to the Tenants named herein, and their immediate family, which includes children, grandchildren and great grandchildren. The use of the premises may not be extended to anyone other than Tenants or immediate family. Non-family guests may be present only if accompanied by one of the Tenants named herein. Upon the death of any of the Tenants, as long as this Lease is in existence, their descendants shall have the privilege of utilizing the leased property, subject to the terms of this Residential Lease Agreement.

4. Surrounding Real Estate. Tenants are furthermore given the right to walk or hike on the real estate surrounding the real estate described in this Lease Agreement, provided that they do not disturb livestock or other animals located on the real estate. Tenants may not utilize all-terrain vehicles, utility-terrain vehicles or any other motorized vehicle on the real estate outside of the road providing access to the leased premises and on the leased premises.

5. Access. Owner does hereby grant Tenant the right to use the trail road from US Highway No. 183, across that part of Lot 3 lying East of US Highway No. 183 and the S½NE¼ of Section 2, above described, to provide access from US Highway No. 183 to the above-described real estate. Owner has no responsibility to maintain the road, and Tenant is not permitted to make any improvements to the road. Tenant may not deviate from the currently-existing trail road, but is limited to the current location thereof.

6. Date and Firearm Limitations. Tenant is not permitted to use or access the above-described real estate or improvements therein during the 10-day annual rifle deer season, during each year throughout the term of this Lease. This provision is made for the safety of all parties, with the understanding that Owner may use the leased premises during these restricted times, and all other times when the property is not occupied by Tenant. Owner may use the premises during any time that it is not occupied by Tenant. Furthermore, firearm use for target practice by Tenant or Tenant's guests shall be by permission only from Owner. No hunting privileges are included in this Lease. If Tenants or their guests are present during any hunting season, they do by these presents release Owner of any and all liability for any injury that may occur as a result of being present while hunters are utilizing the surrounding property.

7. Notification of Occupancy. Tenant will notify Owner by telephone call, email, or text, to be received by Owner at least five days before requested dates for Tenant to occupy the cabin and outbuildings on the above-described real estate to coordinate use of the cabin with Owner and Owner will respond to inform Tenant of the availability of the property for the dates requested. The notification shall also state the number of days that occupants will be present. Owner may lease the premises, except for the cabin, to other individuals, presumably for various dates during hunting seasons. Priority shall be given to the first person or persons to book the use of premises except for the cabin for any specific dates, with Owner to consider dates historically used by Tenants before booking the premises except for the cabin for other individuals.

8. Condition and Maintenance of Premises. Tenant acknowledges that Tenant has inspected the leased property and that it is in a clean, safe, fit and habitable condition. Owner agrees to be fully responsible for all maintenance and repairs of the buildings, well, generator, appliances, including refrigerator, heating stove and cook stove, and electrical system, and to maintain the same in their current condition and Tenant shall have no responsibility for the general maintenance or repairs of the same. If Tenant should discover maintenance or repairs that need to be made, then Tenant shall give notice to Owner, and Owner will complete the maintenance or make the repairs within a reasonable amount of time after notice is given.

9. Care of Premises: That Tenant further agrees to use the above premises only as a residence for the authorized residents listed above; to keep the premises clean and safe; to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities; to refrain from destroying, defacing, damaging, impairing or removing any part of the premises or permitting any person to do so; to conduct himself and require other persons on the property to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of the premises, and to hold Owner harmless for any damages for any personal injury or accident sustained by said Tenant, Tenant's family, agents and guests, except where said injury results from the active and actionable negligence of the Owner. Tenant further agrees to be responsible for providing appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the premises.

Tenant understands that the premises are serviced by a septic tank, and not a sewer system. Tenant agrees not to allow anything to go into the septic tank for which the septic tank is not designed to receive, and especially not to permit any non-biodegradable objects to be placed into the septic system.

10. Improvements. Tenant may not make any improvements or additions to current structures or add additional buildings without the express written permission of the Owner. Owner may add such additional buildings as Owner determines appropriate for the use of the real estate for other purposes.

11. Water. It is understood that there is currently a water well located on the leased premises. It is likely that Owner will want to use the water well on the leased premises for watering livestock. In that event, Owner agrees to place tanks and other watering devices a sufficient distance away from the well to avoid contamination of the same. The parties agree that the location must be agreed upon by Owner and Tenant. Owner will maintain the generator or other source of electricity necessary to operate the water well and provide electricity for the cabin in its current state.

12. Waste. Tenant agrees not to commit any damage or waste to the real estate or the improvements located therein.

13. Insurance. Each party shall obtain and maintain a policy of public liability insurance of \$1,000,000.00, and any property insurance or hazard insurance that may be necessary to cover their interest in the leased premises, including the responsibility of Owner. Furthermore, Owner will at Owner's expense maintain good and proper hazard insurance with respect to the improvements and personal property which are a part of the property against loss by fire, lightning and other perils covered by the standard all-risk endorsement in an amount equal to at least 100% of the insurable value thereof and shall maintain insurance against such other hazards and in such amount as is customarily carried by owners and operators of similar properties.

14. Loss or Damage. In the event that the improvements herein are destroyed or damaged for more than 50% of the value, for which there is no insurance reimbursement, and which loss is not caused by the gross negligence of Owner or Tenant or Tenant's family, invitees, licensees, agents or employees, then neither party shall be responsible for the reconstruction of the improvements, and this Lease shall expire, unless Tenant should repair or replace the improvements to provide for reconstruction of the same.

15. Possession. Tenant acknowledges that Tenant may have possession of the premises for a maximum number of days in any one calendar year, as set forth in paragraph 1 of this Residential Lease Agreement.

16. Personal Property. The parties acknowledge that Tenant has personal property located on the premises and in the cabin that is subject to this Lease. Tenant will remove such personal property as desired by Tenant on or before the closing date of the purchase of this real estate by Owner. Any personal property that remains on the premises after day of closing, or such other date as may be agreed upon by the parties, shall belong to Owner. However, in the event that Owner should determine to remove or dispose of any of the remaining personal property, then Owner agrees to notify Tenant of the items to be removed or disposed of, to give Tenant an opportunity to take possession of the same and remove the items or items from the premises. Owner may provide additional personal property, which shall fully belong to Owner.

17. Hazardous Substance. Tenant will not use, store, keep, or permit any hazardous, toxic, explosive, or flammable substances on the property without the express written consent of Owner.

18. Utilities. It is understood that there are no utilities currently servicing the real estate and improvements located on the above-described real estate. In the event that utilities are ever established by Owner, then the parties agree that the parties will each pay one-half of the utility costs allocable to the cabin for the use of electricity or propane. Owner will calculate the total costs of the utilities allocable to the cabin at the end of each calendar year and provide the accounting of that information to Tenant, with Tenant then to reimburse Owner for one-half of those expenses within 30 days after notification.

19. Unlawful Use. Tenant agrees not to commit or permit any act to be performed on the property or any omission to occur which may be in violation of the statute, regulation, or ordinance of any governmental body having jurisdiction over the leased real estate. Tenant further agrees to comply with any open burn bans that may be instituted by the appropriate authorities.

20. Taxes. Owner will pay the real estate taxes upon the property before the same become by law delinquent.

21. Construction Liens. Tenant agrees that Tenant will not permit or allow any construction, mechanic's or material man's liens to be placed on the Owner's interest in the premises during the term

hereof. Notwithstanding this requirement however, in the event that any such liens shall be placed on the Owner's interest, the Tenant shall take all steps necessary to see that it is removed within 30 days of its being filed, provided, however, the Tenant may contest any such lien, provided that Tenant first posts a surety bond in favor of and insuring the Owner in an amount sufficient to remove the lien pursuant to the terms of the Nebraska Lien Laws.

22. Environmental Compliance. Tenant does hereby indemnify Owner from any loss, liability, claim, or expense, including without limitation, cleanup, engineering, attorney's fees, and expenses that Owner may incur by reason of the use, generation, or disposal by Tenant of any toxic or hazardous waste, or substances on or about the premises, or by reason of any investigation or claim of any governmental agency in connection therewith regarding any of said items that are created during the term of this Lease. The parties acknowledge the previous existence of a dumpsite on the property, and the parties agree that the dumpsite shall not be expanded or used for such purpose at any time. This indemnity shall survive the term of this Lease or any extension thereof.

23. No Partnership Created. This Lease shall not be deemed or give rise to a partnership relationship, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this Lease.

24. Notice. If any notice is required to be given under this Lease Agreement, except as otherwise specifically provided herein, it may be only given in writing and delivered by mail, personal delivery, facsimile, transmission or electron data transmission. Delivery of notice shall be effective as follows:

- a. Delivery by any means other than by mail shall be effective upon receipt.
- b. Delivery by mail may be by first class mail, certified mail or registered mail.
- c. Delivery by first class mail is deemed to be complete upon the third postal business day after mailing.
- d. Delivery by certified or registered mail is complete upon delivery. If the certified mail is not delivered as a result of the refusal to accept, then upon the date of the refusal to accept. If there is a failure of delivery as a result of the inability of the post office to deliver after three attempts at delivery to the last-known address provided herein, then upon the date of the last attempt.
- e. Delivery may be made by any agent for service of process.
- f. Notice given, by any means stated herein, to one or more of the individuals listed herein as the Tenant, shall be deemed to be notice to all Tenants.

25. Addresses. The address of the Owner for purposes of receiving notices is:  
Kirk W. Bruns and Kristi J. Bruns, 44592 Hay Valley Road, Springview, NE 68778;

and the address for the Tenant to receive notices is:

Ann E. Hintze, 432 W Chestnut St., Port Washington, WI 53074  
David A. Barmore, 1991 Axtell-Anceny Road, Bozeman, MT 59718-7627  
Alice J. Barmore, 11026 Lamp St., Apt. #16, Omaha, NE 68154  
Robert J. Barmore, 2858 121<sup>st</sup> Ct. NE, Blaine, MN 55449

26. Assignment. Tenant may not assign, sublet or in any manner re-lease any portion of this Lease or the premises herein. Tenant's rights in this Lease may not be assumed by any individual, company or corporation. Owner may assign this Lease if Owner were to sell the underlying real estate. Any sale shall be subject to the terms of this Lease and the new owner shall be made fully responsible to carry out the obligations of Owner under this Lease.

27. Default. It is understood and agreed that time is of the essence of this agreement and one of the essential elements thereof, and in the event that either of the parties to this agreement should fail to keep and perform the agreements contained on their part to keep and perform, the same shall constitute a default under the terms of this lease, and if such default continues for a period of ten (10) days, then the aggrieved party may take appropriate action to enforce their rights under this agreement. One of the remedies available to the Landlord upon default by Tenant shall include the right of forcible entry and detainer. If the Tenant fails to carry out any provision of this Lease, within 30 days after notice has been given of the breach of the terms herein, then Tenant does hereby authorize and empower Landlord to terminate this Lease at once, and to reenter and take possession of the premises immediately, without further notice.

28. Entire Agreement. This Lease Agreement contains the entire agreement of the parties. This Lease Agreement cannot be modified or altered unless reduced to writing and consented to by all of the undersigned parties.

29. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this Lease Agreement is intended to be severable. If any such provision, section, sentence, clause, phrase or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease Agreement.

30. Captions, Headings, or Titles. All captions, headings or titles in the paragraphs or sections of this Lease Agreement are inserted for convenience of reference only and shall not constitute a part of this Lease Agreement as a limitation of the scope of the particular paragraph or paragraphs or sections to which they apply.

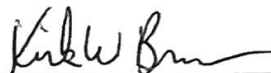
31. Waiver. Any waiver by any party of a default of any other party of this Lease Agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Lease Agreement shall be a waiver of any party's right to demand exact compliance with the terms of this Agreement.

32. Joint and Severable Liability. If there is more than one person liable under this Lease Agreement, the liability of each shall be joint and several.

33. Benefit. This agreement shall benefit and bind the parties, their respective heirs, assigns, personal representatives, and successors. The parties acknowledge that this is a Residential Lease Agreement, but does not fit the typical confines of the Nebraska Landlord Tenant Act. Such adjustments are intentional, with each party waiving the normal requirements under the Nebraska Landlord Tenant Act that might otherwise apply, but have been specifically adjusted under the terms of this agreement.

34. Situs. This agreement is executed within the State of Nebraska and shall be interpreted according to the laws of the State of Nebraska.

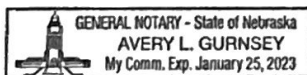
IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, one of said executed copies to go to the Owner and one to the Tenant on the dates as set forth in the acknowledgements below.

  
Kirk W. Bruns, Owner

  
Kristi J. Bruns, Owner

STATE OF NEBRASKA     )  
COUNTY OF ROCK     ) ss.

The foregoing Residential Lease Agreement was acknowledged before me on the 23<sup>rd</sup> day of September 2022 by Kirk W. Bruns and Kristi J. Bruns, husband and wife as Owner.



  
Notary Public