Strong/Niesen Cattle Lease Agreement - Updated as of 9/1/2024

This Lease is for cattle grazing rights on the land of the Irrevocable Trust of C. Duane Niesen and Kathryne J. Niesen, P. Duane Niesen, Trustee for the Irrevocable Trust and Jason Niesen, Co-Trustee for the Management of the Ranch Property, (hereinafter called Lessor) situated at 16735 Rough & Ready Hwy, Rough and Ready, CA, 95975. Said land is also identified by Nevada County APN _053-150-028_ (hereinafter called the Property), is made and entered into at time of signing by and between Lessor and Grant and Elizabeth Strong (hereinafter called Lessee).

Lessor and Lessee agree as follows:

- 1. Term: The Term of this Lease shall be: Jan. 1, 2024 Dec. 31, 2026. Term may be extended upon agreement of both parties.
- 2. Fee: \$1,200/month. Negotiable upon NID water costs increase during lease term.
- 3. Early termination: Either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of early termination, the Lessee shall vacate the Premises and remove all livestock and equipment belonging to them within the specified notice period. Any prepaid fees by the Lessee for unused time shall be refunded within thirty (30) days of the effective date of termination.
- 4. Fences: Fence maintenance is the responsibility of the Lessee during the term of the Lease. Lessee assumes full responsibility and all liability regarding the grazing operation planned on the Property including the containment of the cattle within the Property boundaries.
- 5. Irrigation: Irrigation shall be the responsibility of the Lessor.
- 6. Property Management: The Lessee, with prior authorization from the Lessor, is able to make improvements to the Property.
- 7. Insurance: Upon execution of this Lease, Lessee will provide Lessor with a certificate of insurance defining liability limits which should be no less than \$1,000,000.00 per incident and naming Lessor as additional insured. If Lessee fails to provide said certificate this Lease shall become null and void and shall be of no force or effect. Lessor shall have no liability for loss or damage that may arise as a result of the Lessee's use of the Property.
- 8. If Property sells, Lessee will be given 30 days' notice to vacate Property.
- 9. Contact Information:

Lessor: P. Duane Niesen, Trustee 2054 Bonnie Lane Forest Grove, OR 97116 Cell Phone: 503-936-8650

Lessor: Jason Niesen 16735 Rough & Ready Hwy. Rough & Ready, CA 95975

Home Phone: 530-798-3283 (Carlye) Emergency: 530-575-7799 (Jason) Lessee: Grant or Elizabeth Strong

PO Box 222

Smartsville, CA 95977 Home Phone: 916-764-9806 Emergency: 530-913-1514

Lesson P Duane Niesen

Lessor, Jason Wesen

Lessee: Grant Strong

Ligheth.

Sept. 10, 2024

Date

9/22/24 Date

9-29-74

Date

C1/29/24