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IOWA STATE BAR ASSOCIATION
Official Form No. 14. (Revised Dec. 28, 1956)

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FARM LEASE—CASH OR CROP SHARES

THIS LEASE, made and entered into this 11 (1) day of September, A. D. 19 68, by and between Garland Howell (2) hereinafter referred to as Landlord, and David Spencer and Charlotte Spencer (3) hereinafter referred to as Tenant.

WITNESSETH: That Landlord, in consideration of the agreements hereinafter mentioned to be kept and performed by Tenant, does by these presents, lease to Tenant the following described land, situated in Madison (4) County, Iowa, to-wit:

Northeast Quarter (5) of the Southeast Quarter of Section 25, Township 76 North, Range 29, Madison County, Iowa, for which cash rent only shall be payable as hereinafter provided. The Northeast Quarter and the South 53.98 acres of the West 56.98 acres of the South Half of Section 30, Township 76 North, Range 28, Madison County, Iowa, which is leased on a grain share basis as hereinafter provided.

and containing 253.98 acres, more or less, to have and to hold the same to Tenant from the 1st (6) day of March, 1969, to the 28th (7) day of February, 1970 (8). And Tenant, in consideration of the leasing of the premises as above set forth, and in consideration of the promises and performances herein undertaken by the Landlord, agrees with Landlord:

1. To pay as rent for the same to the Landlord at his residence in Winterset, Madison County, Iowa, or at such other place as he may from time to time direct, as follows: (9)

(10) For the 40-acre tract first described above total cash rent of $1,000 per year, payable $120 on March 1, 1969, and $80 on the first day of each month thereafter through February 1, 1970. Said cash rent shall cover all crop ground, pasture, buildings and lots situated on said 40-acre tract. Respecting the above described real estate other than said 40 acres first described, tenants shall pay grain rental of 2/5 of the oats and 1/2 of all other crops grown.

2. To prepare such ground and to plant such crops as may be designated and directed by Landlord; and as indicated by a plat, sketch, or diagram of crops and acreage therefor, now, and from year to year, proposed by one party and approved in writing by the other.[1]

3. **PROPER HUSBANDRY.** *Tenant covenants to farm said premises in a good and husbandman-like manner; and, consistent therewith, and with the terms of this lease, to get the best crop production the nature of the soil and the season will permit.*

4. **HARVESTING OF CROPS.** *Tenant covenants to properly care for all growing crops in good and husbandman-like manner, and to harvest all crops* in proper season, and failing so to do, Landlord may enter upon said premises, by himself or agents, and properly care for or harvest said crops and charge the cost to Tenant, as a part of the rental herein, and so secured.

5. **TERMINATION OF LEASE.** This lease shall be continued for the lease term herein provided, except as it may be terminated by default of Tenant. Further, such lease shall continue after such agreed term, from year to year, upon the same terms and conditions, unless either party gives due, timely and legal written notice to the other of election to cancel or terminate any such extended lease period whereupon the tenancy shall terminate March 1, following; provided further such tenancy shall not continue because of absence of notice in case there be default in the performance of the existing rental agreement. Due, timely and legal written notice shall be notice on or before November 1, as provided by law (Section 562.7 I.C.A.), unless by express agreement, the parties provide the same notice at an earlier time, as follows: Notice on or before September 1 of the current year. (11)

6. **POSSESSION AND CONDITION AT END OF TERM.** At the expiration of the term of this lease, Tenant will yield up the possession of said premises to Landlord, and failing thus to deliver up said premises, Tenant agrees to pay Landlord $ adequate (12) per day, as liquidated damages for any holding over period. Said premises at the time of such delivery of possession shall be in as good order and condition as when the same were entered upon by Tenant, excusable or insurable loss by fire, inevitable accidents and ordinary wear excepted.

~~X CASH RENTAL AND/X XX CROP SHARE RENTAL XX the purchase of the livestock be carried by the Tenant yearly~~ (13)

8. **CARE OF SOIL.** Tenant shall haul out and distribute upon the poorest tillable soil on said premises (except as may be otherwise directed by Landlord), all the manure and compost suitable to be used, whether on said premises at the beginning of this lease or accumulated during the term thereof; and further he shall not haul or remove any straw from said premises, nor burn any straw, stalks or stubble thereon. All straw shall be the property of the Landlord, unless otherwise herein expressly agreed, but Tenant may use same on premises for the farming operations.

9. **FERTILIZER, LIME AND CHEMICALS.** Commercial fertilizer, as required by good husbandry, shall be furnished 50 (14) % by the Landlord and 50 (15) % by the Tenant. Such fertilizer applied with oats seeding shall be deemed to be used that year and the next following year. If Tenant does not stay on the farm the next year, he shall be reimbursed one-half of his cost of the fertilizer material used on the oats field. Lime, as required by good husbandry, shall be furnished 50 (16) % by the Landlord and 50 (17) % by the Tenant. Lime shall be deemed to be used in a five-year period, and Tenant shall be reimbursed for his actual cost thereof to the extent of the unused portion at the time he removes from the premises. Chemicals, as required by good husbandry for weed or borer control and crop pests, shall be furnished 50 (18) % by the Landlord and 50 (19) % by the Tenant. Tenant agrees to furnish, without cost, all labor and equipment with the application of fertilizer, lime and chemicals. (See Par. 33)

10. **COST OF COMBINING, SHELLING AND CLEANING OF SEED.** Such expense shall be borne as follows: Tenant shall perform (20) the labor of, or bear the cost of all combining, shelling in the field and other harvesting, except seed cleaning. Cost of seed cleaning shall be borne equally by the parties.

10½. **FARM MACHINERY AND EQUIPMENT,** as necessary shall be furnished at the expense of, and by Tenant except that Landlord (21) will make available for Tenant's use Landlord's 2 elevators and speed jack with motor.

11. **CARE OF TREES, SHRUBS AND GRASS.** Tenant shall preserve and keep the fruit and ornamental trees, vines and shrubbery, that are now or may be hereafter planted upon the premises, from injury by plowing or from cattle or other stock.

12. **WEED CONTROL.** All noxious weeds shall be sprayed or otherwise timely destroyed by Tenant. Weeds in fence rows shall by him be timely cut with a mower or scythe or sprayed with 2-4-D.

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13. **FURNISHING SEED.** Seed shall be furnished as follows: Seed oats shall be furnished by Tenant. (22) Tenant shall receive straw crop. All other seed shall be furnished equally by the parties.

In case any sweet clover, timothy, alfalfa or other grass crops are harvested for seed, Landlord is to receive 50 (23)% of all seed free of expense to Landlord, but Landlord shall make reasonable adjustment on cash rent if seed is harvested from cash rent land.

15. **LANDLORD'S RIGHT OF ENTRY.** Landlord reserves the right to plow the stubble ground when Tenant may have cut the Landlord's grain grown thereon, and further, Landlord or his legal representatives, may enter upon said premises for the purpose of viewing or seeding and making repairs, or other reasonable and ordinary purpose as Landlord. (See Par. 36)

16. **NO REMOVAL OF GRAIN OR PRODUCE UNTIL PAYMENT OF RENT.** Tenant further covenants except as arranged with, or agreed by Landlord, not to remove any of the grain or produce raised on said premises, during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof. And if any grain or produce raised on said premises during said term shall be removed or attempted to be removed by any person or persons before the payment of said rent, or Tenant shall sell or attempt to sell said grain or produce, or any part thereof, except as aforesaid, or if the same or any part thereof shall be claimed or attached or levied upon by execution or claimed by any other person or persons upon any pretense whatever before said rent shall be fully paid, then upon the happening of any such contingencies said rent shall immediately become due and payable and Landlord, or his legal representative, shall have the right to enter into said premises and take possession of said grain, wherever the same may be found, and to remove the same and sell the same or any part thereof, or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same and to preserve or protect the same until it shall be fit, and then harvest and gather or sell the same, or any part thereof, at private or public sale, and apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease and the payment of said rent hereby reserved.

17. **VIOLATION OF TERMS OF LEASE.** If Tenant shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants contained in this lease or shall assign this lease or underlet said premises or any part thereof without the written consent of the Landlord, then this lease shall, at the election of the Landlord, be null and void, and the landlord, or his legal representatives, shall have the right to take possession of said premises, using such force as may be necessary with or without process of law, and all damages growing out of the failure to perform any of the covenants of this lease, shall be added to and become part of the rent, recoverable as rent. Without limiting the generality of the foregoing, any failure to pay rent when due shall entitle the Landlord to immediate possession, and any violation of the terms of this lease, or failure to pay any cash rent when due, shall cause all unpaid cash rent to become due and collectible at once, and without notice to, or demand upon, Tenant.

18. **DELIVERY OF LANDLORD'S GRAIN.** Tenant, without cost to Landlord, shall deliver Landlord's grain, when requested by Landlord, from time to time, on the premises (24), or elsewhere as directed by Landlord, at no further distant point.

19. **LANDLORD'S STORAGE SPACE.** Landlord reserves (25) crib and granary space for storage of rent share crops. (See Par. 34)

20. **LANDLORD'S LIEN AND CONTRACT LIEN.** Tenant as to any of his personal property on said premises hereby waives and relinquishes all rights of exemption from sale or seizure under distress or execution, that he now has or may hereafter have by virtue of any law of the state exempting personal property from seizure and sale to the extent necessary to protect Landlord in the enforcement of his liens herein and in the payment of all rental as agreed. Said Landlord shall have in addition to the lien given by law, a lien upon all personal property owned, kept and used on said premises by Tenant, during the term hereby agreed to be paid. Landlord may proceed at law or in equity with any remedy provided by law for the recovery of rent, or from the termination of this lease, because of Tenant's default in its performance.

21. **REPAIRS.** Tenant shall keep said premises, including the hedges and fences, in proper repair, provided that Landlord shall furnish necessary material, that he or his agent may consider needful to repair said premises within a reasonable time after being notified, and Tenant shall haul said material to said premises without charge.

22. **NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected on the above described land during the term of this lease by Tenant shall be deemed as additional rent and shall inure to the premises and become the property of the Landlord unless permission to erect and remove same shall be obtained in writing and made a part of this lease.

23. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of Landlord without first obtaining his written order. No mechanics liens shall attach to said premises by virtue of any act of Tenant.

24. **PARTICIPATION IN GOVERNMENT PROGRAMS.** Participation of this farm in any offered program by the U. S. Department of Agriculture for crop production control or soil conservation and the observance of the terms and conditions of same shall be at the option of Landlord. Division of Government payments thereunder shall be 50-50 unless otherwise agreed between these parties, as follows: (26) Landlord

25. **WELL, WINDMILL AND WATER SYSTEM/** Tenant agrees to keep the well, windmill and water system in good repair at his own expense, except [illegible] No guarantee either expressed or implied is made by Landlord for any continuous and adequate water supply. (See Par. 37)

26. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be a customary method and chosen by Landlord.

27. **ATTORNEY FEES AND COURT COSTS.** Tenant also agrees to pay and discharge all costs and attorney fees or any expense that shall arise from enforcing any of the covenants of this lease by Landlord and all crops growing, or in crib or granary on said premises shall be security for all sums due or to become due from Tenant to Landlord as evidenced by book account or note held by and orginally payable to Landlord (or either, if more than one).

28. **CHANGES IN LEASE TERMS.** No act of either party, or both parties, shall be construed as an extension of this lease, or any change in its terms and provisions, unless changes are reduced to writing and signed by both parties.

29. **DELAY IN GIVING POSSESSION.** If Landlord is unable with due diligence, to give Tenant possession at the beginning of the term hereof, the cash rent only shall be rebated on a pro rata basis as to time, until possession can be delivered, which rebated cash rental shall be accepted by Tenant as full settlement of all damages occasioned by said delay; and if possession cannot be delivered within 15 days after the beginning of the said term, either Landlord or Tenant may thereupon terminate this lease by giving the other party notice of such termination.

[illegible] (27)

31. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

32. **ADDITIONAL PROVISIONS.** By express agreement, the following special provisions are made a part of this lease: (28)

33. Paragraph 9 is modified in the following: Landlord shall furnish all 24D used for weed control. Tenant shall receive from Landlord 50¢ per acre on his labor in applying anhydrous ammonia. Parties shall furnish equally the cost of renting anhydrous applicator.

34. Landlord reserves portable bin and small house on Southeast Quarter of Southeast Quarter of Section 25-76-29. Landlord reserves crib in Southwest Quarter of Section 30-76-28. Landlord reserves the right to erect additional grain storage facilities on said premises for storage of his own grain.

35. Residence lease between the parties of 10-7-67 shall terminate without notice February 28, 1969.

36. Tenant shall have the use of all stubble ground and stalk fields following harvesting.

37. Tenant will participate in labor of said repairs and maintenance.

38. Tenants' rights under this lease are subject to the terms of Landlord's mineral lease with Gendler Stone Products Company.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

David Spencer
(3) David Spencer

Charlotte Spencer
Charlotte Spencer **Tenant**

Garland Howell
(2) Garland Howell

Landlord

STATE OF IOWA, Madison COUNTY, ss:

On this 17(29) day of September, A. D. 19 68 before me, the undersigned, a Notary Public in and for said(30) County, in said State, personally appeared Garland Howell, David Spencer(2) and Charlotte Spencer

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

MARTHA K. PATON, Notary Public in and for said County
Winterset, Iowa

MARTHA K. PATON NOTARIAL SEAL IOWA

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MADISON COUNTY, IOWA

(1)(Numbered paragraph 2 above). As to the desirability of this paragraph under certain circumstances, consider "The Farm Operation Agreement—Partnership or Lease," by Gene L. Needles and Edward R. Hayes, 6 Drake Law Review 37, at page 50, middle: "Social Security Problems in Farmers' Retirement Planning," by Francis Fitzgibbons, Program of Annual Tax School of the Iowa State Bar Association (1957) page 117; News Bulletin of Iowa State Bar Association, October 1956, page 3; and News Bulletin February, 1957, page 1.