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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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**LEASE AGREEMENT
Recorder's Cover Sheet**

Preparer Information: Mark L. Smith, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone:
515-462-3731

Taxpayer Information: Steven C. Johnson and Teresa L. Johnson, 5429 Boulder Drive, West
Des Moines, IA 50265

Return Document To: Mark L. Smith, 101 1/2 W. Jefferson, Winterset, IA 50273

Grantors: Daniel R. Waltz and Utonda Jon Waltz

Grantees: Steven C. Johnson and Teresa L. Johnson

Legal Description: See Page 2

Document or instrument number if applicable:



LEASE AGREEMENT

THIS LEASE ("Lease") is made between Daniel R. Waltz and Utonda Jon Waltz ("Landlord"), whose address for the purpose of this Lease is 2644 Homestead Avenue, Winterset, IA 50273 and Steven C. Johnson and Teresa L. Johnson ("Tenant"), whose address for the purpose of this Lease is 5429 Boulder Drive, West Des Moines, IA 50265.

THE PARTIES AGREE AS FOLLOWS:

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

The East 15 feet of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 28, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, or in some parts less than 15 feet and extending to the new fence line,

with possession by Tenant for a term of 40 years to commence on August 15, 2023, and end on August 14, 2063. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"): Total cash rent of \$5,000.00 payable upon signing this lease.

3. **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 3b, the choice of the words "may not" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

4. **POSSESSION AND CONDITION AT END OF TERM.** This Lease shall terminate on August 14, 2063. Then the owners can either renegotiate a new term or the fence will be moved back to its original location with each party paying one-half of the costs to move such fence.
5. **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.

6. **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.
7. **REPAIRS.** Tenant shall pay for a new fence to be constructed on the property roughly 15 feet from the boundary line. The parties will split the cost of repairing said fence equally.
8. **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.
9. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
10. **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.
11. **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.
12. **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.
13. **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.
14. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
15. **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.
16. **CHOICE OF LAW.** This Lease shall be construed under the laws of the State of Iowa.
17. **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.
18. **MEDIATION.** The parties agree to mediate any dispute prior to litigation.
19. **ADDITIONAL PROVISIONS.**
 - A. The purpose of this lease is so that the fence that is on the boundary line between two neighbors' properties can be moved roughly 15 feet without removing all the trees that are on the boundary line.

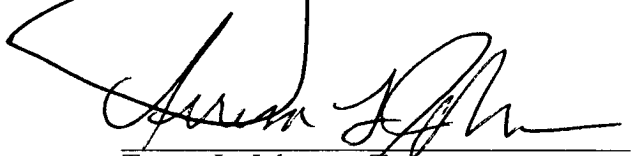
- B. The parties agree that the Tenant will put in the new fence, but that said fence does not change the boundary line.
- C. Landlord can trim the trees that extend beyond the newly created fence line and remove trees that are past the newly created fence line.

DATED: 10/4/23

TENANTS:

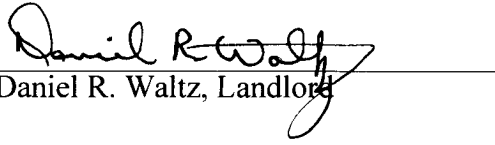


Steven C. Johnson, Tenant

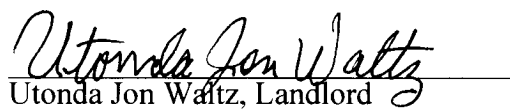


Teresa L. Johnson, Tenant

LANDLORDS:



Daniel R. Waltz, Landlord

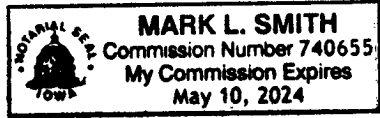


Utonda Jon Waltz, Landlord

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me on 10/9/2023, by Daniel R. Waltz and Utonda Jon Waltz.



Mark L. Smith
Signature of Notary Public

STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me on 10/4/23, by Steven C. Johnson and Teresa L. Johnson.

Patti Wendling
Signature of Notary Public

