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MICKI UTSLER
RECORDER
MADISON COUNTY, 10WA

Preparer Information Jane E. Rosien, 223 East Court Avenue, Winterset, (515) 462-4912 Individual's Name Street Address

City

Phone

SPACE ABOVE THIS LINE FOR RECORDER



FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between NELSON L. TREEC Main Street, Apt. C-10, Caribou, ME 04736 TEVE BERCH dress for the purpose of this Lease is 2200 230th Lane, Winterse	_ ("Landlord"), whose address for the purpose of this Lease is, and, ("Tenant"), whose
Main Street, Apt. C-10, Caribou, ME 04736 EVE BERCH tress for the purpose of this Lease is 2200 230th Lane, Winterse	_ ("Landlord"), whose address for the purpose of this Lease is, and, ("Tenant"), whose
EVE BERCH dress for the purpose of this Lease is 2200 230th Lane, Winterse	, ("Tenant"), whose
dress for the purpose of this Lease is 2200 230th Lane, Winterse	, ("Tenant"), whose
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	A, IN 30273
THE PARTIES AGREE AS FOLLOWS:	
1. PREMISES AND TERM. Landlord leases to Tenant the following anty, lowa (the "Real Estate"): ract 1: The West 63½ acres of the North One-half (½) of the outh one-half (½) of the Northeast Quarter (½) of Section Thin wenty-eight (28) West of the 5th P.M., Madison County, Iowa	e Southeast Quarter (¼) and the West 63½ acres of the rty-four (34), Township Seventy-five (75) North, Range
ract 2: Commencing at a point 33 rods West of the Northea (4) of Section Thirty-four (34), Township Seventy-five (75) Northean theoretical ways to the Northwest Corner of said 80 acre transpersal (½) of the Northeast Quarter (½) of Section Three (3), wenty-eight (28) West of the 5th P.M., thence East on the Sounarter (½) of said Section Three (3), Township Seventy-four (Northeasterly direction to the point of beginning.	act, thence South to the Southwest corner of the North, Township Seventy-four (74) North, Range ath line of said North One-half (½) of the Northeast
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not be delivered within fifteen (15) days after commencement o dlord notice in writing. 2. RENT. Tenant shall pay to Landlord as rent for the Real Esta a. Total annual cash rent of \$ 10,316.00 payable.	
158.00 on 1st day of Ma	arch 2007 \$ 5158.00 on 1st day
1 0007	**************************************
b. Crop share % of corn, other crops raised on the Real Estate.	
All Rent is to be paid to Landlord at the address above or at s Landlord's possession on or before the due date. Participation of this fany state for crop production control or soil conservation, the observant program payments, requires Landlord's consent. Payments from paid $\frac{0}{3}$ % Landlord $\frac{100}{3}$ % Tenant. Governmental co	nce of the terms and conditions of this program, and the division of the terms of th
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OMERY YMEKOM XMOMINEKAM X MOMINIAM KROM KROMEKY YMEKOM KAMIKAMEN TA RID XIA DERVDERIA EARIFE DE BILDEN FREDERFY YMEKSDER Y DE KROMIK DE BEDERFY Y EDRORDE YMEK FREDERFY DE SOM KROMEK BUDDERFY	TICH KICHKICH KINGGEN KIRKHENGKAN GERBER KRIK KIKHEN KERENEN

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4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a t directed by mutual agreement (Landlord) (Tenant). Tenant shall only be entitled to pasture or till the Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry or shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by gracquired by Tenant and paid for by the parties as follows:	hose portions of the Real ut the terms of this lease good husbandry, shall be
(1) Commercial Fertilizer % Landlord (2) Lime and Trace Minerals 0 (3) Herbicides 0 (4) Insecticides 0 (5) Seed 0 (6) Seed cleaning 0 (7) Harvesting and/or Shelling Expense 0 (8) Grain Drying Expense 0 (9) Grain Storage Expense 0 (10) Other 0	100 100 100 100 100
Phosphate and potash on oats or beans shall be allocated $\frac{100}{\%}$ the first year and $\frac{100}{\%}$	0 % the
second year, and on all other crops allocated 100 % the first year and 0 % the trace minerals shall be allocated over one (1) years. If this Lease is not renewed, and Tenant do the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the befurnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals	second year. Lime and
Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a till Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Est and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tena weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the comply with all terms of the conservation plan and any other required environmental plans for the leased premis is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercould drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate. Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied application, the name and address of the applicator, the type of application and the quantity of such item premises during such year.	imely basis. In the event late and properly care for ant shall timely control all e premises. Tenant shall les. Tenant shall do what lates, waterways, ditches, let. a written listing showing d showing the place of
Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by La and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estat stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant m however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery up injury by Tenant's cropping operation or livestock.	te, nor burn, any straw, nay use these materials, non the Real Estate from
6. DELIVERY OF GRAIN. If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver pursuant to request, at reasonable times, to the elevator at	The second of th
7. LANDLORD'S STORAGE SPACE. If this lease is a crop share lease, Landlord reserves granary space for storage of the rent share crops.	% of all crib and
8. ENVIRONMENTAL.	
a. <u>Landlord</u> . To the best of Landlord's knowledge to date:	
 i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concern governmental authority under any applicable federal, state, or local codes, rules, and regulations per quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous subter environmental matters, and all zoning and other land use matters. ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that premises has been in compliance with all applicable federal, state, and local codes, rules, and regulation. iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformar methods, applicable rules and regulations and the label directions of each chemical. 	at has occurred on the tions.
Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenas solid waste disposal site at any time. Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or excendition which existed, whether known or unknown, at the time of execution of the lease which is not a Tenant or which arises after date of execution but which is not a result of actions of the Tenant.	ant created or contributed
Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage to sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater has supplemented if changes occur.	lanke horordous works

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) (may not) be stored on the premises for more than one year. Farm chemicals for use on other properties (may) (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) (may not) be disposed of on the premises. Dead livestock (may) (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 8b, the choice of word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

- 9. 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.
- 10. 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 \$______ 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.
- 11. 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.
- 12. 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.
- 13. REPAIRS. Tenant shall maintain the fences on the leased premises 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.
- 14. NEW 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.
- 15. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, 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, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of the water for the premises.
- 16. 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.
 - 17. NO AGENCY, Tenant is not an agent of the Landlord.
- 18. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.
- reception antennas, microwave dishes, and radio reception and transmission antennas.

 19. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customaty and usual ed in the locale. method used in the locale. Concider
- 20. 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,
- 21. 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.
- 22. CONSTRUCTION. Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context.
- 23. 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 9, which shall be governed by the Code of Iowa.
- 24. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

25. ADDITIONAL PROVISIONS.

- 26. It is the intent of the Landlord to expend the amount of \$2,754 for the capital improvement and repair of the leased real estate during the lease term provided, however, that Landlord reserves the right to determine the necessity, practicality, feasibility and desirability of each item to be purchased and installed and the economic impact of each such item. The fact that the sum referred to in this paragraph is not expended during the lease term shall not constitute a breach of the lease terms or give rise to any claim by tenant.
- 27. If during the term of this lease the Tenant at his own expense supplies grass seed to seed down any part of the leased premises, Landlord agrees to reimburse Tenant for the cost of such grass seed if the lease is not renewed or Tenant otherwise does not continue in possession of the leased premises for the year following the lease term.

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STATE OF IOWA COUNTY OF MADISON		All Million (Million) All Million (Million) All Million (Million)
This instrument was acknowledged before me on	February 23	, 2004,
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Commission Number 148906 My Commission Expires October 13, 2008 STATE OF MAINE	Terri L. Collins	, Notary Public
COUNTY OF AROOSTOOK	and the second of the second s	20000
This instrument was acknowledged before me on	February 27	
as		
ofIf a corporation: Said person(s) acknowledged that the cor	ROSIN J Carter RIATE ACKNOWLEDGEMENT(S) HERE]	Notary Public
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