

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 \$ ~~XXXXXXXXXXXXXXX~~ 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.

19. **ACCOUNTING.** The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

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.

ML 2/28 90% ✓ CA

The Tenant receives all offered crop program payments from the U.S. Department of Agriculture, except for the CRP payments retained by Landlord.

26. The parties further agree the Tenant shall lease the grain storage bins upon the leased premises during the lease term. The Tenant shall pay Landlord cash rent for the grain storage in the sum of \$1,350.00 per annual rental period with the rent due in full on August 31, 2001 of each year for the storage year commencing on August 31 of each year while the lease is in effect. The Tenant shall have reasonable access to the storage bins to fill, remove and maintain the grain within the bins. The Tenant shall be responsible for routine maintenance of the bin unloading equipment and the drying equipment for the bins. The Tenant accepts the storage bins in their "as is" condition.

27. After Tenants fall harvest is completed on the corn ground, the Landlord shall have the right to graze cattle on the corn stalks until March 1st.

28. Landlord will farm approx. 38 acres of hay ground on these farms, AND receive 10% of govt. program payments.
ML 2/28 ✓ CA

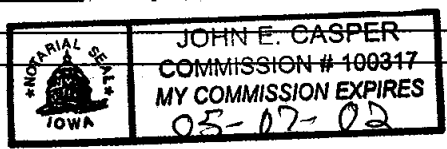
DATED: 2-6-02

TENANT: [Signature]
CHAD ALLEN

LANDLORD: [Signature]
MARK GROSSMAN
[Signature]
LYNNE M. GROSSMAN

STATE OF IOWA
COUNTY OF MADISON

This instrument was acknowledged before me on February 6, 2002
by CHAD ALLEN



[Signature]
JOHN E. CASPER, Notary Public

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____
by _____
as _____
of _____

If a corporation: Said person(s) acknowledged that the corporation (has no seal) (has a seal which is affixed hereto).

_____, Notary Public

[ATTACH OTHER APPROPRIATE ACKNOWLEDGEMENT(S) HERE]

EXHIBIT "A"

The East Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-two (22), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, Except Parcel "A", part of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) and part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the center of said Section Twenty-two (22); thence N 00°00'00" E, 731.02 feet to the point of beginning; thence S 88°02'35" W, 416.09 feet; thence N 35°33'04" W, 174.05 feet to an existing fence; thence S 66°33'11" W, along said fence, a distance of 179.50 feet; thence N 04°11'09" W, 28.75 feet to the center of an existing manhole; thence N 00°13'33" W, 639.03 feet to an existing fence; thence S 87°08'04" E, along said fence, 688.70 feet to the East line of said Northeast Quarter (1/4) of Northwest Quarter (1/4); thence S 00°48'59" W, along said East line, 104.66 feet to the Southeast corner thereof; thence S 00°00'00" E, 584.60 feet, along the East line of said Southeast Quarter (1/4) of Northwest Quarter (1/4), 584.60 feet to the point of beginning, containing 10.699 acres including 0.635 acres of county road right-of-way;

The Northwest Quarter of the Southwest Quarter of Section 23, in Township 76 North, or Range 28 West of the 5th P.M., except a tract described as follows: Commencing at the Northeast corner of said Forty-Acre Tract, thence West along the North line thereof 123.16 feet, thence Southeasterly 447.54 feet to a point on the East line thereof 430.68 feet South of the place of beginning, thence North along the East line thereof 430.68 feet to the place of beginning, conveyed to Chicago. Rock Island and Pacific Railroad Company;

Parcel 1

The North One-half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and,

Southeast Quarter (1/4) except the North 32 rods of the East 10 rods thereof, and the East Half (1/2) of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) and the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Sixteen (16), and the following described tract, to-wit: Commencing at the Southwest corner of Section Fifteen (15), thence running North 122 rods, thence East 120 rods, thence South 74 rods, thence in a Southwesterly direction in a straight line to a point 8.23 chains North of a point 9 rods West of the Southeast corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fifteen (15), thence South 11.92 rods, thence South, 55 1/2° West, 5.40 chains, thence South to the South line of Section Fifteen (15), thence West to the point of beginning; also, the South 11 acres of the East Half (1/2) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and the South 3 1/2 acres of the North 9 1/2 acres of the West Half (1/2) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Fifteen (15) all in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Parcel 2

All that part of the West One-half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-eight (28) lying South of the North River containing 18 acres more or less except a right of way across the Southwest corner thereof described as commencing at a point 30 feet North of the said Southwest corner, thence running South to said Southwest corner, thence East 30 feet, thence Northwest to the point of beginning, and, the South 19 acres of the East One-half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-eight (28) and; the South One-half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) Section Sixteen (16), Township Seventy-six (76)



North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

That part of the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, particularly described as Beginning at the northwest corner of the Northwest Quarter (NW1/4) of said Section 23; thence on an assumed bearing of South 89°49'50" East along the north line of said Northwest Quarter (NW1/4) a distance of 416.20 feet; thence South 16°46'11" East 1609.29 feet; thence North 88°51'02" West 885.94 feet to the west line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of said Section Twenty-three (23); thence North 00°11'49" East along said West line a distance of 206.80 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 23; thence continuing North 00°11'49" East along the west line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 23 a distance of 1317.52 feet to the northwest corner of the Northwest Quarter (NW1/4) of said Section 23 and the point of beginning.;

The Southwest Quarter (1/4) of the Northeast Quarter (1/4) Except the East 2 rods thereof, and the Southeast Quarter (1/4) of the Northwest Quarter (1/4) and the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-one (21) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa;

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Five (5), and the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Eight (8), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except a parcel of land described as commencing at the Southwest Corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Five (5), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, which is the point of beginning, thence North 88°53' East along South line of said Section Five (5) 649.1 feet, thence North 15°40' West 251.7 feet; thence North 90°00' West 581.0 feet to West line of Southeast Quarter (SE1/4) of said Section Five (5), thence South 00°00' 252.0 feet to Point of Beginning containing 3.5158 Acres, including 0.2025 Acres of County Road Right-of-Way, and also except a parcel of land described as commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of the Northeast Quarter (1/4) of Section Eight (8), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, which is the point of beginning, thence South 00°00' along West line of Northeast Quarter (NE1/4) of said Section Eight (8) 91.0 feet, thence North 90°00' East 678.0 feet, thence North 15°40' West 107.6 feet to the North line of said Section Eight (8), thence South 88°53' West along North line of said Section Eight (8) 649.1 feet to point of beginning containing 1.4843 acres, including 0.0731 acres of county road right-of-way.;

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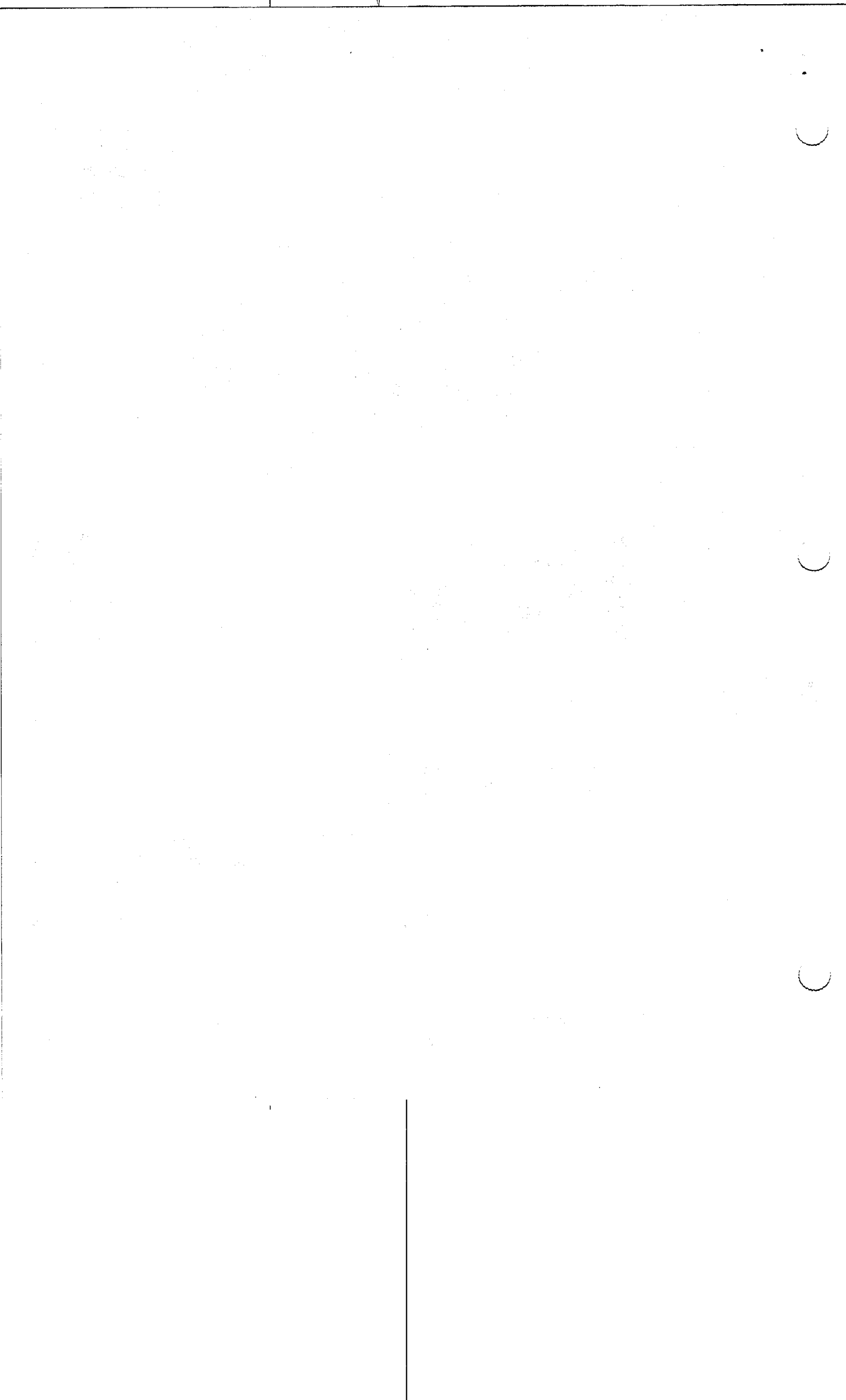
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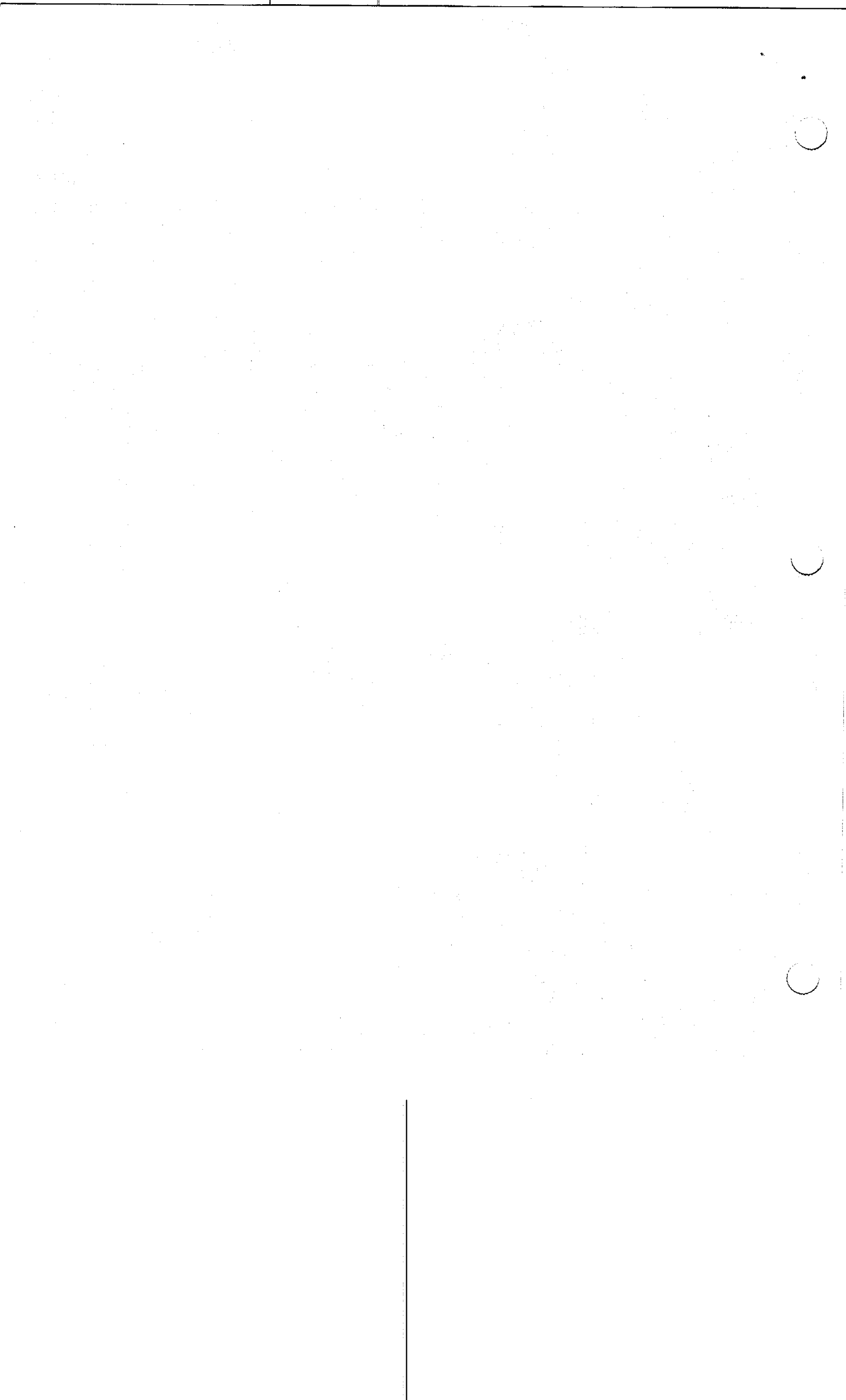
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NOT TO SCALE. (1990 FLIGHT) MADISON COUNTY, CROP YEAR





NOT TO SCALE (1990 FLIGHT) MADISON COUNTY - CROP YEAR



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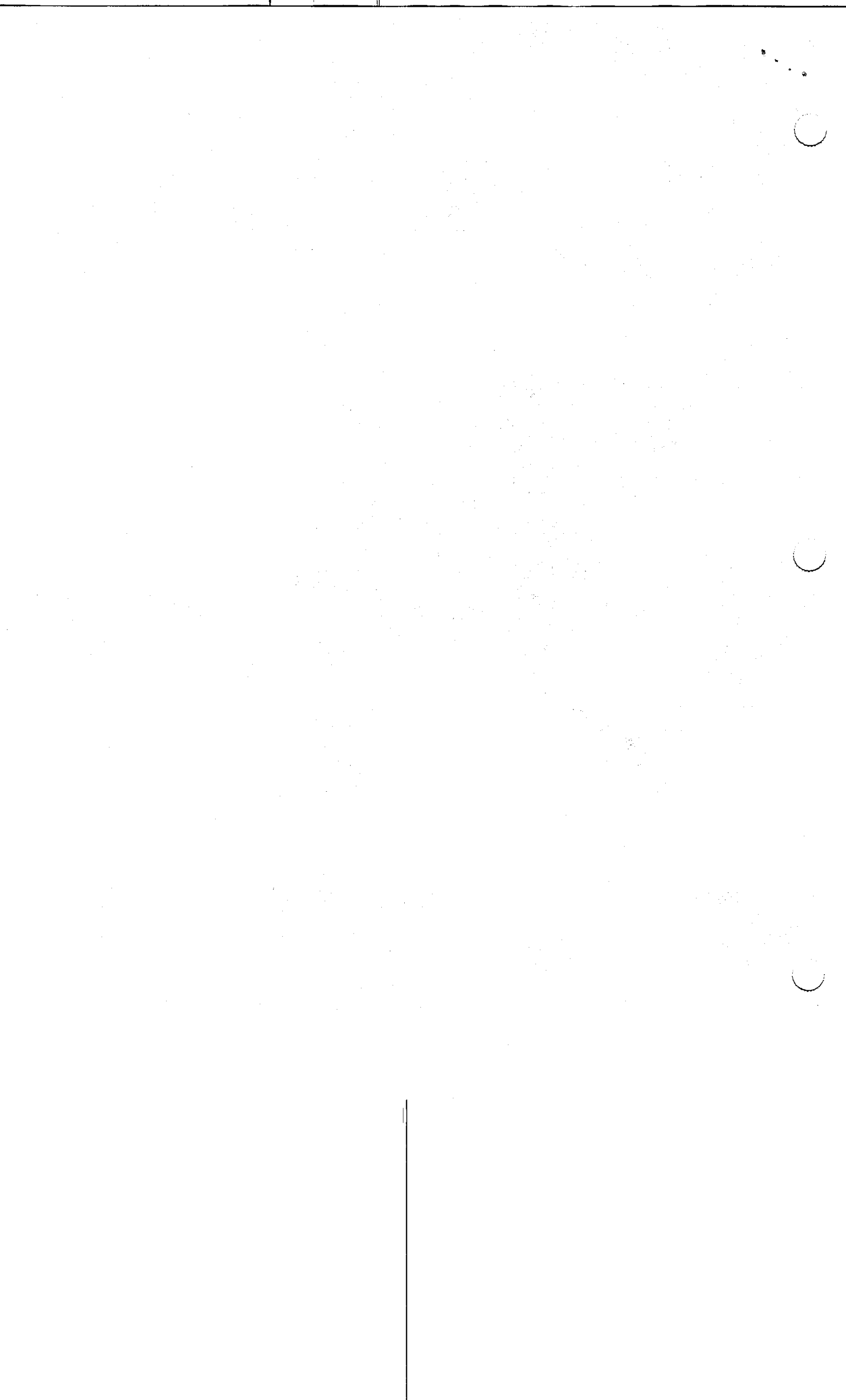
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✓ Chad Allen
1966 175th Lane
Winterset