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COMPUTER COMPARED FILED NO. 1595

BOOK 2002 PAGE 1595 (PAGE 1595) 2002 APR -4 AMII: 59
(11:59 AM)
MICHIUTSLER
RECORDER
MADISON COUNTY, 10WA

Preparer Information,

JOHN E. CASPER

223 EAST COURT AVENUE Street Address

WINTERSET

City

(515) 462-4912

Individual's Name

FARM LEASE - CASH OR CROP SHARES

Phone SPACE ABOVE THIS LINE FOR RECORDER

203/ IMDIE SIKEEL WINTERN	TO TOTTLE COORS	("Landlord"), whose address for the p	urpose of this Lease is
2037 105TH STREET, WINTERSI CHAD ALLEN	31, IOWA 502/3		·····	, and
	2227 CETTE ED C	ED AH THE IEEE CE		, ("Tenant"), whose
address for the purpose of this Lease is			T, IOWA 50273	<u> </u>
	1748 Ion wood	rail		
THE PARTIES AGREE AS FOLL	OWS:			
1. PREMISES AND TERM. Land	lord leases to Tenant	the following real estate	situated in Madison	
County, lowa (the "Real Estate"):				
The tillable crop acres upon the real en	state legally described	l as:		
The North 92.5 Acres of the West Ha Range Twenty-seven (27) West of the of this tract, which is 231 feet by 1320 feet and North and South 275 feet local	5th P.M., Madison () feet, being a 7-acre	County, Iowa, except a parcel of land. Also	strip of land 231 feet wi	de all along the north e
Parcel "D" located in the Northeast Quest of the 5th P.M., Madison Coun Recorder's Office on May 31, 2000 in	ty, Iowa as shown by	the plat of survey wh	eventy-five (75) North, R nich was recorded in the	tange Twenty-seven (27 Madison County, Iowa
The West 100 acres of the North Fract the West 18 acres of the Southeast (Southwest Quarter (¼); and the East I North, Range Twenty-seven (27) Wes the Northeast Fractional Quarter (¼) of Quarter (¼) of Section Six (6), Town County, Iowa, said exception containing	Quarter (¼); the Nor Half (½) of the South t of the 5th P.M., Ma of the Northwest Quanship Seventy-four (7 ng 36.19 acres, as sho	th Twenty (20) feet of twest Quarter (¼), all dison County, Iowa, I rter (¼) and in the No (4) North, Range Two	of the Northwest Fraction in Section Six (6), Town EXCEPTING THEREFROOTHWEST Fractional Quarterity-seven (27) West of	onal Quarter (¼) of the hiship Seventy-four (74) OM Parcel "B" located ter (¼) of the Northeast the 5th P.M., Madison
the Office of the Recorder of Madison				
and containing 250 (8 commence on 8 march $1,2002$, and 8 an opportunity to make an independent	end on $\frac{F_0}{1}$	ebruary 28 he acres and boundar	ies of the premises. In th	thas had or been offered ne event that possession
and containing 250 (8 commence on 8 march $1,2002$, and 8 an opportunity to make an independent	end on $\frac{F_0}{1}$	ebruary 28 he acres and boundar	, 2007 The Tenant ies of the premises. In the	thas had or been offered ne event that possession
and containing 250 (02) commence on March 1, 2002, and ean opportunity to make an independent cannot be delivered within fifteen (15)	end onForting to the commence of the com	ebruary 28 he acres and boundar ement of this Lease,	, <u>2007</u> . The Tenant ies of the premises. In th Tenant may terminate t	thas had or been offered ne event that possession this Lease by giving the
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3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the lowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall sign and deliver to Landlord a UCC-1 financing statement showing the existence of this security interest. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Fridãy, except any lowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

shall be furnished by and at the expense of the Tenant. The following materials, in acquired by Tenant and paid for by the parties as follows:		
	% Landlord	% Tenant 100
(1) Commercial Fertilizer		100
(1) Commercial Fertilizer		100
(2) Lime and Trace Milnerals (3) Herbicides (4) Insecticides (5) Seed		100
(4) Insecticides		100
(5) Seed		100
(6) Seed cleaning		100
(7) Harvesting and/or Shelling Expense		100
(8) Grain Drying Expense		100
(9) Grain Storage Expense (10) Other (10) Ot		100
(10) Other		
Phosphate and potash on oats or beans shall be allocated	5 0 0/41 5 5 1 1 1 1 1 1	^50 N 41
Phosphate and potash on oats or beans's hall be allocated	% the first year and	% the
second year, and on all other crops allocated // 50 % the first year a trace minerals shall be allocated over Four 4 years. If this Lease is	and % the seco	t therefore receive
trace minerals shall be allocated over	not renewed, and Tenant does no	Topant agrees to
the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Te	minarals and chamicals	. Tenani agrees to
furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace r	Timerais and chemicals	
**********	*********	<u>~~</u>

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches,

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

8. ENVIRONMENTAL.

- a. $\underline{\text{Landlord}}.$ To the best of Landlord's knowledge to date:
- 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 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) (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.
- 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 lowa.
- 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.

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 \$1,200.00 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.

DATED: 2-6-02	. (N	
TENANT:	LANDLORD! John M. M. M.	
CHAD ALLEN	MARK GROSSMAN LYNNE M. GROSSMAN	an _
STATE OF IOWA COUNTY OF MADISON	1.	2016
This instrument was acknowledged before me on	an le	_,2002_,
STATE OF MY COMMISSION EXPIRES 0.5 - 0.7 - 0.2	JOHN E. CASPER	, Notary Public
COUNTY OF This instrument was acknowledged before me onby		
as		
ofIf a corporation: Said person(s) acknowledged that the corp	poration (has no seal) (has a seal which is affixe	ed hereto).
		, Notary Public
[ATTACH OTHER APPROPRIAT	EACKNOWLEDGEMENT(S) HERE]	

V Chad allen 1966 175th Lane Winterset