



Document 2006 478

Book 2006 Page 478 Type 06 014 Pages 6
Date 2/03/2006 Time 10:27 AM
Rec Amt \$32.00

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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FARM LEASE
THE IOWA STATE BAR ASSOCIATION
Official Form No. 135
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

G. Stephen Walters, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone: (515) 462-3731

Taxpayer Information: (Name and complete address)

Dan Allen
1966 175th Lane
Winterset, IA 50273

Return Document To: (Name and complete address)

✓ G. Stephen Walters
P.O. Box 230
Winterset, IA 50273

Grantors:

William Kisgen, Trustee of the Kisgen
Family Trust dated January 24, 2000

Grantees:

Dan Allen

Legal description: See Page 2

Document or instrument number of previously recorded documents:

8. ENVIRONMENTAL.

a. 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.

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 \$ 250.00 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.

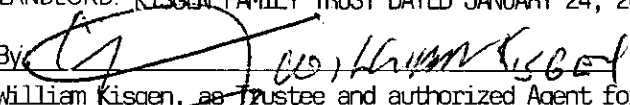
23. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by 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.**

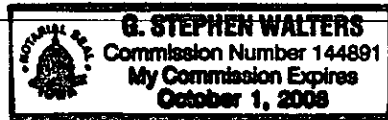
DATED: 2nd day of February, 2006

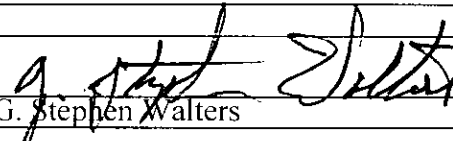
TENANT: 
Dan Allen

LANDLORD: KISGEN FAMILY TRUST DATED JANUARY 24, 2000
By: 
William Kisgen, as Trustee and authorized Agent for
Co-Trustee Susan Kisgen

STATE OF IOWA
COUNTY OF MADISON

This instrument was acknowledged before me on February 2nd, 2006, by Dan Allen

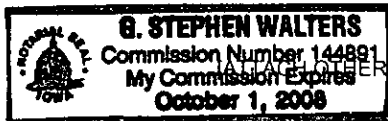


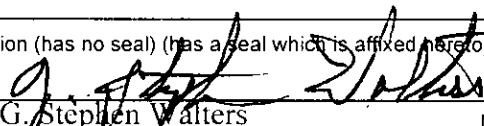

G. Stephen Walters, Notary Public

STATE OF IOWA
COUNTY OF MADISON

This instrument was acknowledged before me on February 2nd, 2006, by William Kisgen as Trustee of the Kisgen Family Trust dated January 24, 2000

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




G. Stephen Walters, Notary Public

ALL OTHER APPROPRIATE ACKNOWLEDGEMENT(S) HERE]

EXHIBIT A

TRACT I

The South One-half (S½) of the Southeast Quarter (SE¼) of Section Thirty-two (32) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT II

The Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), and the South Half (S½) of the Southwest Quarter (SW¼) of Section Seventeen (17) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT III

The East Half (E½) of the Northeast Quarter (NE¼), and the North Half (N½) of the Southeast Quarter (SE¼) of Section Fourteen (14) in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT IV

The West Half (W½) of the Southwest Quarter (SW¼) of Section Six (6) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT V

The Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), and the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), of Section Thirty-one (31) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in this Section.

TRACT VI

The Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the South Half (S½) of the Southeast Quarter (SE¼) of Section Thirty (30); and the North Half (N½) of the Northwest Quarter (NW¼) of Section Thirty-one (31); all in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in these Sections.

TRACT VII

The South Half (S½) of the Northeast Quarter (NE¼) and the East Half (E½) of the Southeast Quarter (SE¼) of Section Twenty-two (22), and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), and the West Half (W½) of the Southwest Quarter (SW¼) of Section Twenty-three (23); all in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and all other real property owned by the Landlord in Sections Twenty-two (22) and Twenty-three (23), except the portion of Section Twenty-two (22) described below as Tract VIII.

TRACT VIII

The Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty-two (22) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., in Madison County, Iowa, and all other real property owned by the Landlord in Section Twenty-two (22), except the portion thereof described above in Tract VII.