



# FARM LEASE—CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Hazel Reimann  
 ("Landlord"), whose address for the purpose of this Lease is 131 E. Watrous, Des Moines, IA 50315  
 , and  
John E. Melroy ("Tenant"), whose address for the  
 purpose of this Lease is Route 1, Box 281, Winterset, IA 50273

### 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"):

*all crop land in Section 25 of Jefferson Township  
 T-77-N R-27-W deeded to Hazel Reimann*

and containing 4.0 acres, more or less, possession by Tenant to commence on March 1, 1995 and end on  
February 28, 1996

2. **RENT.** Tenant agrees to pay to Landlord as rent for the Real Estate (the "Rent"):

*Rental price will be \$70.00 per acre totaling ~~\$2,800.00~~  
 2800.00  
 due on November 1, 1995*

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All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing.

3. **PLANTING OF CROPS.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be designated and directed by Landlord. Tenant shall only be entitled to pasture or plow those portions of the Real Estate designated by Landlord.

4. **PROPER HUSBANDRY.** Tenant agrees to farm the Real Estate in a good and husbandmanlike manner, and to seek to obtain the best crop production that the soil and crop season will permit. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. **HARVESTING OF CROPS.** Tenant agrees to appropriately care for all growing crops in a good and husbandmanlike manner, and to harvest all crops in a timely fashion. In the event Tenant fails to do so, Landlord reserves the right, by himself or 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.

6. **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.

7. **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 \$ ACRE 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 received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. **CARE OF SOIL.** Tenant agrees to 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 further agrees not to 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.

9. **FERTILIZER, LIME AND CHEMICALS.** The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	- 0 -	100. -
(2) Lime and Trace Minerals	- 0 -	100. -
(3) Weed Control Chemicals	- 0 -	100. -
(4) Pest Control Chemicals	- 0 -	100
(5) Weed Spraying, Weed or Pest	- 0 -	100
(6) Other	- 0 -	- 0 -

Phosphate and potash on oats or beans shall be allocated - 0 - % the first year and - 0 - % the second year, and on all other crops allocated - 0 - % the first year and - 0 - % the second year. Lime and trace minerals shall be allocated over - 0 - years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Unless specifically stated otherwise in writing by an addendum to this Lease, Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

10. **COST OF COMBINING AND SHELLING OF CROPS.** The expense of combining and shelling of crops shall be borne as follows:  
- 0 - % Landlord 100 % Tenant.

11. **FARM MACHINERY AND EQUIPMENT.** All necessary machinery and equipment shall be furnished at the expense of tenant.

12. **CARE OF TREES, SHRUBS AND GRASS.** Tenant agrees to preserve and keep from injury all trees, vines and shrubbery that are now or may be planted upon the Real Estate.

13. **WEED CONTROL.** All noxious weeds shall be sprayed or otherwise timely destroyed by Tenant, at Tenant's expense. Tenant shall timely cut or spray with herbicide weeds in fence rows.

14. **FURNISHING AND CLEANING SEED.** Cleaned seed shall be furnished as follows:  
- 0 - % Landlord 100 % Tenant.

15. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord reserves the right to enter upon and plow the Real Estate after the harvesting of crops. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding and making repairs, or for other reasonable purposes.

STATE OF IOWA, ss. MADISON COUNTY, Book 42, Page 734, Inet. No. 2265, Filed for Record this 8 day of March 19 95 at 2:12 PM, Recording Fee \$ 11.00, Michelle Ustler, Recorder, by REBECCA M. MELROY Deputy

3-14-95

