



# FARM LEASE—CASH OR CROP SHARES

THIS LEASE ("Lease") is made between Billy Farlow and Kathryn Farlow  
("Landlord"), whose address for the purpose of this Lease is 220 N. 9th Street, Winterset, Iowa 50273

and George Kirkland,  
purpose of this Lease is Rt. 3, Box 171 B, Winterset, Iowa 50273, ("Tenant"), whose address for the

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"): 380 acres, more or less, located in Section Two (2) and Three (3), Township Seventy-four (74N) North, Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa, all or part of which is legally described to-wit:  
The West One-half (W½) of the Southwest Quarter (SW¼) of Section Two (2) and the East Sixty (E60) acres of the North One-Half (N½) of the Southwest Quarter (SW¼) of Section Three (3) and the Southeast Quarter and South One-Half of the Northeast Quarter (SE¼ S½ NE¼) of Section Three (3) all in Township Seventy-four (74N) North, Range Twenty-eight (28), West of the 5th P.M., Madison County, Iowa  
and containing 380 acres, more or less, possession by Tenant to commence on March 2, 19 92, and end on March 1, 19 93

2. **RENT.** Tenant agrees to pay to Landlord as rent for the Real Estate (the "Rent"): One-half of all grain and hay 1587  
crop harvested on Real Estate during the term of this lease.

COMPARED

IND. REC. PAGE

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92 JAN -6 AM 10:10

Fee \$15.00

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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 \$ 20.00 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 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 .....	50.00	50.00
(2) Lime and Trace Minerals .....	50.00	50.00
(3) Weed Control Chemicals .....	50.00	50.00
(4) Pest Control Chemicals .....	50.00	50.00
(5) Weed Spraying, Weed or Pest .....	50.00	50.00
(6) Other .....	50.00	50.00

Phosphate and potash on oats or beans shall be allocated 100.00 % the first year and 0.00 % the second year, and on all other crops allocated 100.00 % the first year and 0.00 % the second year. Lime and trace minerals shall be allocated over One (1) 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:  
0.00 % Landlord 100.00 % 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:  
50.00 % Landlord 50.00 % 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 Tenant has completed 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, Madison COUNTY, ss:

On this 16<sup>th</sup> day of December, A.D. 19 91, before me,

the undersigned, a Notary Public in and for the State of Iowa, personally appeared Billy W. Farlow, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.



[Signature]  
\_\_\_\_\_, Notary Public in and for said State.

IOWA STATE BAR ASSOCIATION  
Official Form No. 173 (Trade-Mark Registered, State of Iowa, 1967)  
This Printing January, 1986

(Section 558.39, Code of Iowa)

Acknowledgement: For use in case of natural persons acting in their own right

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Polk COUNTY, ss:

On this 13<sup>th</sup> day of November, A.D. 19 91, before me,

the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kathryn Farlow, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.



[Signature]  
\_\_\_\_\_, Notary Public in and for said State.

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STATE OF IOWA, Madison COUNTY, ss:

On this 18 day of October, A.D. 19 91, before me,

the undersigned, a Notary Public in and for the State of Iowa, personally appeared George Kirkland, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.



[Signature]  
\_\_\_\_\_, Notary Public in and for said State.

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