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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

✓ Prepared and Return to: Jerrold B. Oliver, PO Box 230, Winterset, IA 50273

Lease

THIS LEASE ("Lease") is made between Maynard Garman("Landlord"), whose address for the purpose of this Lease is 2613 Homestead Avenue, Winterset, IA 50273 and Chad Green and Amanda Green ("Tenants"), whose address for the purpose of this Lease is 2613 Homestead Avenue, 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"):

The North Half (N½) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Twenty-nine (29) , Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

and containing 100 acres, more or less, with possession by Tenants for a term of 3 year(s) to commence April 1, 2017, and end on March 31, 2020. Landlord shall give Tenants possession when the existing Tenant surrenders possession no later than April 1, 2017. Landlord shall give the existing Tenant presently renting said real estate notice of termination prior to September 1, 2016.

2. RENT. Tenants shall pay to Landlord as rent for the Real Estate (the "Rent"):

\$500 on the first day of March and \$500 on the first day of September, in the years 2017, 2018 and 2019.

Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100 % Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be

divided 100 % Landlord 0 % Tenant. Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. 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.

4. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenants will relinquish possession of the Real Estate to the Landlord. At the time of delivery of the Real Estate to Landlord, Tenants 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.

5. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. 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.

6. VIOLATION OF TERMS OF LEASE. If Tenants or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenants' 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 Tenants.

7. REPAIRS. Tenants 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. Tenants shall haul the materials to the repair site without charge to Landlord. Supplies and materials to be furnished by Landlord shall be the supplies and materials currently located on the premises. Landlord shall not be required to purchase any additional materials and supplies.

8. 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 Tenants 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 Tenants may remove the improvement at the end of the lease.

9. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenants shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenants' 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 water for the premises.

10. **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. Tenants shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

11. **INSURANCE.** A. Property Insurance. Landlord and Tenants agree to insure their respective real and personal property for the full insurable value. To the extent permitted by their policies, Landlord and Tenants waive all rights of recovery against each other. B. Liability Insurance. Tenants shall obtain and maintain liability insurance in the amounts of \$300,000 each occurrence.

12. **NO AGENCY.** Tenants are not an agent of the Landlord.

13. **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.

14. **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.

15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

16. **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.

17. **ASSIGNMENT.** Tenants shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

DATED: 6-17-16



Chad Green, TENANT



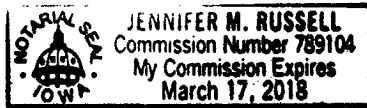
Amanda Green, TENANT

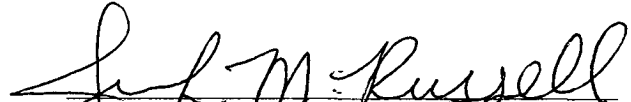


Maynard Garman, LANDLORD

STATE OF IOWA, COUNTY OF MADISON

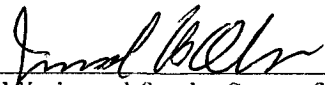
This instrument was acknowledged before me on this 17th day of June, 2016,
by Maynard Garman.




Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 18 day of June, 2016,
by Chad Green and Amanda Green.


Notary Public in and for the State of Iowa

