

FARM LEASE

This farm lease is made and entered into this ____ day of _____, 2020, by and between James P. Fenton and Jeannette S. Fenton, husband and wife, John F. Fenton and Jeanette K. Fenton, husband and wife, and Jordan Michael Fenton and Hallie Blizzard Fenton, husband and wife, hereinafter collectively referred to as “Lessor,” and _____, hereinafter referred to as Lessee, WITNESSETH:

1. PROPERTY

The Lessor hereby agrees to rent and lease to the Lessee, and the Lessee agrees to rent and lease from the Lessor, the following described real property in Washington County, Kansas, to wit:

The East Half (E½) of Section Two (2), Township Four (4) South, Range Three (3) East of the 6th P.M., Washington County, Kansas, EXCEPT a tract of land described as follows: Beginning at a point one thousand one hundred fifty-three (1,153) feet north of the southeast corner of the South-East Quarter (SE¼) of Section Two (2) in Township Four (4) South, of Range Three (3) East of the 6th P.M., thence running west one hundred sixty (160) feet; thence running north thirty (30) feet; thence running west one hundred (100) feet; thence running north one hundred ninety-one (191) feet; thence running east two hundred sixty (260) feet to the east line of said quarter section; thence running south two hundred twenty-one (221) feet to the point of beginning, all in Washington County, Kansas. Said tract conveyed to James P. Fenton and Jeannette S. Fenton, and recorded in the Office of the Register of Deeds for Washington County, Kansas, in Book 153 of Deeds, at Page 342, AND EXCEPT: A tract of land in the Southeast Quarter of Section Two (2), Township Four (4) South, Range Three (3) East of the 6th P.M., described as follows: BEGINNING at the Southeast corner of said Quarter Section; thence West along the South line of said Quarter Section, 194.9 feet; said South line having a bearing of North 89 degrees 55 minutes West; thence north 0 degrees 05 minutes East, 25.0 feet; thence North 82 degrees 07 minutes East, 141.3 feet; thence North 0 degrees 05 minutes East, 470.3 feet; thence North 11 degrees 21 minutes West, 203.8 feet; thence North 0 degrees 08 minutes West, 199.8 feet; thence North 11 degrees 37 minutes East, 195.0 feet; thence North 0 degrees 19 minutes West to a point 47.9 feet West of the Northeast corner of said Quarter Section; thence North 89 degrees 41 minutes East, 47.9 feet along said North line to the East line of said Quarter Section; thence South 0 degrees 21 minutes East along said East line to the place of beginning. The above contains 1.57 acres, more or less, exclusive of the existing highway; AND EXCEPT a tract of land in the Northeast Quarter of Section Two (2), Township Four (4) South, Range Three (3) East, described as follows: BEGINNING at the Northeast corner of said Quarter Section; thence West along the North line of said Quarter Section, 185.6 feet; said North line

having a bearing of South 89 degrees 56 minutes West; thence South 0 degrees 19 minutes East, 30.0 feet; thence South 85 degrees 03 minutes East, 140.6 feet; thence South 0 degrees 19 minutes East to a point on the South line, 47.9 feet West of the Southeast corner of said Quarter Section; thence North 89 degrees 41 minutes East, 47.9 feet along said South line to the East line of said Quarter Section, thence North 0 degrees 22 minutes West along said East line to the place of beginning. The above contains 1.03 acres, more or less, exclusive of the existing highway, (excepting the oil and gas mineral under or in said lands) conveyed to the State of Kansas for highway purposes AND EXCEPT a tract of land in the Northeast Quarter (NE $\frac{1}{4}$) of Section Two (2), Township Four (4) South, Range Three (3) of the 6th P.M., more particularly described as follows: Starting at the northeast corner of Section Two (2), Township Four (4) South, Range Three (3) East, thence west (AZ 270°1'55") along the north line of said Section Two (2) for 185.69 feet to the west right of way of Kansas Highway which is the True Point of Beginning; thence south (AZ 180°0'0") along said west right of way for 29.93 feet to a 4" x 4" concrete right of way marker; thence east (AZ 95") along said west right of way for 140.69 feet to a 4" x 4" concrete right of way marker; thence south (AZ 179°58'22") along said west right of way for 565.91 feet to a ½" x 30" iron pin at the east end of a fence; thence west (AZ 270°0'0") for 314.73 feet to a ½" x 30" iron pin; thence north (AZ 0°0'0") for 608.20 feet to the north line of said Section Two (2), which is marked by ½" x 30" iron pin; thence east (AZ 90°1'55") along the north line of said Section Two (2) for 174.31 feet to the Point of Beginning, containing 4.27 acres, more or less, AND EXCEPT A tract of land described as follows: Beginning at a point one thousand one hundred fifty-three (1,153) feet north of the southeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Two (2), in Township Four (4) South, Range Three (3) East of the 6th P.M., thence running north two hundred twenty-one (221) feet to the true place of beginning; thence running west two hundred sixty (260) feet; thence running north two hundred fifty-one (251) feet; thence running east two hundred sixty (260) feet; thence running south two hundred fifty-one (251) feet to the true place of beginning, subject to easements and restrictions, visible and of record; AND EXCEPT A tract of land in the Southeast Quarter of Section 2, Township 4 South, Range 3 East of the Sixth Principal Meridian, Washington County, Kansas described as follows: Beginning at a point that is N 00°16'08" E 639.87 feet and N 89°43'52" W 74.65 feet from the Southeast Corner of the Southeast Quarter of said Section 2, said point being on the West right of way line of K-15 Highway; thence N 87°55'37" W 1247.53 feet; thence N 01°56'21" E 586.36 feet; thence N 89°52'09" E 817.96 feet; thence N 30°14'00" E 169.66 feet; thence N 57°43'39" E 172.33 feet; thence S 89°43'34" E 207.02 feet to the West right of way line of K-15 Highway; thence Along the West right of way line of K-15 Highway the following 5 courses Course 1: S 00°16'38" W 330.13 feet, Course 2: S 00°31'30" W 74.79 feet, Course 3: S 11°58'42" W 194.61 feet, Course 4: S 00°11'08" W 199.09 feet, Course 5: S 10°27'38" E 77.54 feet to the point of beginning, containing 19.3 acres.

The parties agree that this Lease is only for the cropland located upon the above described real property, and specifically excludes any pastureland and waterways, to be leased upon the following terms and conditions:

2. TERM

The term of this lease shall be for two (2) years, commencing on January 1, 2021 and ending on December 31, 2022. After the initial two (2) year term, this lease shall automatically terminate and no further notice will be required by either party, unless all of the parties hereto should agree at least thirty (30) days prior to the termination date to renew said Lease, then the same shall be renewed pursuant to the provisions contained within; provided, however, that should Lessee default on any of the terms and conditions as further set forth herein, then this Lease will terminate accordingly. No holdover crops shall be allowed.

3. RENT

The Lessee agrees to pay as cash rent \$_____ for each year that this Lease is in effect. The Lessee shall pay the sum of \$_____ on or before March 1 of each year this Lease is in effect, with the first payment being due and owing on or before March 1, 2021, and a like sum of \$_____ on or before November 1 of each year thereafter during the term of the Lease.

The Lessee shall be responsible for all expenses incurred in the farming of said real property and Lessor shall not be responsible for any such expenses. The Lessee shall be entitled to all crops produced upon said real property and shall be entitled to all government payments received for the periods that said real property is being leased by the Lessee; provided, however, that Lessor shall have a statutory lien as provided by Kansas law against the crops raised on said real property to the extent of the rental payments due and owing hereunder.

The Lessee shall be responsible for any and all necessary communication with the United States Department of Agriculture regarding government payments pertaining to the real estate the subject of this Agreement.

4. TAXES AND ASSESSMENTS

The Lessor shall be responsible for paying all taxes and assessment against the real estate the subject of this Lease.

5. LIABILITY INSURANCE

The Lessee shall maintain at Lessee's sole cost and expense throughout the term of this Lease, a policy or policies of liability insurance in amounts not less than a combined single limit of Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, insuring against any and all liability to the extent obtainable for injury or death of a person or persons or damage to property occasioned by or arising out of or in

connection with the use and occupancy of the real estate the subject of this Lease, such liability limit may be maintained with a combination of primary and excess coverage in a manner permitted under Kansas law. Each individual named as a Lessor to this Lease shall be named as an additional insured on said policy or policies, and Lessee shall furnish proof of such insurance to each individual named as a Lessor prior to the term start date to this Lease.

6. HUNTING ON PREMISES

It is expressly understood that Lessor retains any and all hunting rights on the property the subject of this agreement, and may use or assign such rights in Lessor's discretion; provided, however, such utilization shall not harm, hinder, interrupt or limit the primary use of the leased premises as stated herein.

7. METHOD OF FARMING

The Lessee shall farm said real property using good husbandry and in compliance with good conservation practices and shall not commit waste nor suffer waste to be committed upon said real property, ordinary wear and tear and damages by the elements excepted. Lessee shall be responsible for identifying any noxious weeds growing on the real estate the subject of this Lease and shall further be responsible for promptly spraying and eliminating them immediately. Lessee agrees to not utilize any animal waste or manure as a form of fertilizer without prior approval of Lessor. It is further agreed hereto that the Lessee shall not be entitled to any grazing rights nor to the right to keep or maintain livestock on the real property the subject of this Lease absent specific written authority from the Lessor.

8. HAZARDOUS WASTE

The Lessee shall be responsible for the proper disposal of unusable chemicals, containers, and other hazardous waste, and shall be liable for any improper disposal thereof.

9. DEFAULT

In the event that the Lessee defaults in the performance of any of the conditions required to be performed under this Lease, and such default is not corrected within (10) days after written notice thereof is provided to the Lessee by the Lessor, the Lessor shall have the right to require specific performance of the Lease, to take immediate possession of said real property, or to pursue any other remedy provided by law.

10. ASSIGNMENT

The Lessee shall not assign this lease to any third party or sublet any part of said real property without the written consent of the Lessor, and any attempted assignment or subletting of all or any part of said real property shall be considered an act of default.

11. SURRENDER OF POSSESSION

At the end of the term of this Lease, the Lessee shall surrender possession of said real property to the Lessors.

12. CONDITION OF PREMISES UPON SURRENDER

At such time as this lease terminates, the Lessee shall surrender possession of said real property to the Lessor in the same condition as it was in at the commencement of this Lease.

13. TIME

It is agreed that time is and shall be of the essence of this Lease.

14. BINDING EFFECT

This agreement shall be binding upon the parties, and parties' heirs, executors, administrators, successors and assigns.

15. FACSIMILE SIGNATURE

A facsimile or emailed signature on this agreement shall have the same force and effect as an original.

16. EXECUTION

This agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall not be fully effective unless and until it is signed by each of the above-named parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

LESSOR:

LESSEE:

James P. Fenton- Lessor

Jeannette S. Fenton- Lessor

John F. Fenton- Lessor

Jeanette K. Fenton- Lessor

Jordan Michael Fenton- Lessor

Hallie Blizzard Fenton- Lessor