

) () **LEASE AGREEMENT**) ()
) () **FOR AGRICULTURAL GROUNDS**) ()

THIS INDENTURE, made, executed and delivered, in triplicate, this 15th day of February, 2018, to commemorate and memorialize an agreement made and entered into on or about December 31, 2017, by and between Ralph K. Hunt, who is lawfully entitled to make and enter into this indenture, as Lessor or Landlord, and Dennis W. Francis and Jason Dan Francis, who are each lawfully entitled to make and enter into this indenture, as Lessee or Tenant, whether one or more, **WITNESSETH:**

That in consideration of the covenants, promises and agreements herein contained and to be performed by the parties hereto, it is agreed by and between said parties as follows, to-wit:

That Tenant may forthwith upon entering into this agreement, enter into and upon, and use and occupy, all that part of the Landlord's farms in the county of Harper, and State of Kansas, described as follows:

- (1) The Northwest Quarter (NW ¼) of Section Twenty-four (24), Township Thirty-three South (33 S), Range Nine West (9 W), of the 6th P.M., Harper County, Kansas;
- (2) The Southwest Quarter (SW ¼) of Section Twenty-four (24), Township Thirty-three South (33 S), Range Nine West (9 W) of the 6th P.M., Harper County, Kansas;
- (3) The Northeast Quarter (NE ¼) and the North Half of the Southeast Quarter (N ½ SE ¼) of

Section Twenty-six (26), Township Thirty-three South (33 S), Range Eight West (9 W), of the 6th P.M., Harper County, Kansas;

- (4) The Northwest Quarter (NW ¼) of Section Sixteen, Township Thirty-four South (34 S), Range Nine West (9 W), of the 6th P.M., Harper County, Kansas;
- (5) Section Fifteen (15), Township Thirty-four South (34 S), Range Eight West (8 W), of the 6th P.M., Harper County, Kansas;

together with the appurtenances thereunto belonging, EXCEPT ONLY that portion thereof presently planted to a fall seeded grain crop in conformity with normal practices in the area to which the Tenant may have full and complete possession on the day following the last day of harvesting the incipient 2017-2018 crop or August 1, 2018, which ever first occurs; to hold for the term of five (5) years from and after the date of these presents, ending December 31, 2023, automatically renewing on said date without any prior or further notice whatsoever (subject to harvesting fall seeded crop as set forth hereinabove) on like terms, from year to year, until and unless terminated prior thereto, pursuant to K.S.A. 58-2506, as the same now exists or may be hereafter amended, for the purpose of cultivating, tilling, and sowing the same and harvesting or grazing the crops thereof or thereon for the current year and during the term hereof including native grass and pasture, with free right of passing over the ways and roads of all and any other lands of the said Landlord necessary or convenient for the purpose of reaching the demised premises and the use of surface water and ground water thereon or there under for purposes of watering and caring for livestock and otherwise for domestic use as defined by K.A.R. 28-30-2.

And the said Tenant hereby agrees with the said Landlord that he will in a good, proper, skillful, steward and husband like manner, cultivate, sow, plant, harvest, graze, or otherwise enjoy said lands without causing damage of any sort thereto, specifically including, not by way of limitation, not overpasture the grass or meadow lands giving full consideration to the condition of the grass and the

amount of moisture present, or committing waste in any manner, and prevent or control all noxious weeds and keep the premises free of trash or rubbish of any sort, in consideration for which Tenant shall pay to Landlord the sum of Twelve dollars per acre (\$12 per a) for all grass pasture; and, Landlord does lease and let to Tenant the possession, use and occupancy of three (3) metal farm and machine buildings located upon the Southwest Quarter (SW ¼) Section Twenty-four (24), Township Thirty-Three South (33 S), Range Nine West (9 W) of the 6th P.M., in Harper County, Kansas, for the sum of Five-Hundred dollars each (\$500 ea.) all payable upon execution of this agreement, and on or before the 1st day of January thereafter throughout the term of this lease and extensions thereof, to Landlord at 1205 West State Rd. 2, Attica, Kansas 67009, or at such other or further address as Landlord may from time to time furnish to Tenant, in advance, in writing; and, one-third (⅓) share of all crops grown upon the described premises, delivered to the nearest commercial or cooperative elevator for storage or sale of Landlord's share at Landlord's option, free of expense to Landlord, and as early as possible and in all events within ten (10) days thereafter, Tenant shall deliver to Landlord, at the address last above stated, copies of all market scale tickets and so-called *settlement sheets*.

And, in the event perimeter and other fencing upon the subject premises require repair or replacement, as may seem most prudent in the opinion of Landlord, *beyond routine and customary maintenance* by tenant, for which repair or replacement Landlord agrees to furnish and provide the costs and expenses of all materials of every kind and type, including, not by way of limitation, posts, wires, staples and other fasteners, pipes or other stringers; and, Tenant agrees to furnish and provide the costs and expenses of all labors necessary to erect and construct such fencing in a good and workman like manner including, not by way of limitation, digging or boring all postholes, setting and tamping posts, driving posts, stringing and attaching wires, constructing and erecting pulling-points, and so forth, as may be required, all in full compliance with the *Kansas Fence Law* (K.S.A. 29-101, *et. seq.*).

Provided further, Tenant shall not excavate, dig, move, remove any soil for any purpose, nor construct any terrace, waterway or pond, nor remove any trees nor hire, suffer or permit others to do so, without Landlords' prior written permission.

Provided further, Tenant shall promptly remove all dead animals or carcasses from the premises and dispose of the same in a lawful manner.

Provided further, Landlords reserve unto themselves, their heirs and assigns, and those persons who may from time to time accompany them, the *nonexclusive* right to pursue and take any lawful game (including aquatic life) by any lawful means. Tenant may pursue or take game in any lawful manner, upon the subject premises, but shall not permit nor suffer others to do so for a fee or other compensation.

Provided further, Tenant shall not lease, let, sub-lease or sub-let all or any part of Landlord's real estate at any time, for any purpose whatsoever, specifically including hunting privileges.

Tenants further agree they shall save and hold harmless Landlords, all and each of them, from any demand, threat of action or cause of action, arising in any manner from Tenants use or misuse of Landlords' lands for farming or ranching activities or otherwise, or from any liability whatsoever to any employee, agent, servant, laborer, contractor or subcontractor performing labors or services at Tenant's request or direction upon Landlords' lands or otherwise or caused by such employee, agent, servant, laborer, contractor or subcontractor to others or the property of others; and for any damage to neighbors or other's crops or other property, or personal injury, dismemberment or death; and for any environmental cleanup of any kind, type or sort whatsoever; and Tenant shall specifically be wholly liable for all and any damage of whatsoever kind, type or nature resulting from animals or critters escaping or straying from the confines of Tenant's fences; any or all including Landlords' reasonable attorney's fees and costs.

All terms and phrases as used herein in the singular shall include the plural and all terms and phrases in the masculine shall include the feminine and the reverse shall be true of each, as the case may be.

Notice, if any, required by law or otherwise, to be given to Landlord shall be to the address hereinabove stated for payment or rents or at such other address as may be furnished to Tenant, in writing, from time to time, by Landlord and any such notice to be given to Tenant shall be addressed to Tenant Dennis at 552 NW 10 Rd., Anthony, Kansas 67003, and Tenant Jason at 28 NW 110th Ave., Attica, Kansas 67009.

It is further understood and agreed, that in the event of the sale of all or any part of the subject premises hereinabove specifically described, during the term of this lease or any renewal hereof, such sale is specifically subject to the terms of this agreement and *the rights of tenant in possession*.

Upon expiration of the term of this lease, or any renewal hereof, Tenant shall peacefully yield and deliver up the premises herein rented in like condition as when taken, together with all permanent improvements thereof or which may be placed thereon by either party hereto during the term hereof, reasonable use and wear thereof and damage by the elements excepted; and, provided Tenant may remove all and any temporary improvements placed thereon by Tenant at Tenant's cost and expense, including by way of example only: stock water tanks; material or equipment storage shed or unit or animal or human shelter (not on footings or otherwise affixed permanently to the ground); photovoltaic panels and other, similar equipment, materials and supplies.

Jurisdiction over any conflict arising hereunder shall be, and Venue shall be proper in, the District Court of Harper County, Kansas.

This Lease Agreement (consisting of six [6] printed pages) shall be binding upon and inure to the benefit of the parties hereto their successors and assigns and their individual heirs, Administrators, Executors, Trustees, and assigns.

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

Ralph K. Hunt
Ralph K. Hunt, Landlord

Dennis W. Francis
Dennis W. Francis,

Jason Dan Francis
Jason Dan Francis, Tenants

STATE OF KANSAS)
) ss:
COUNTY OF HARPER)

On this 15th day of February 2018, personally appeared before me, a Notary Public, Ralph K. Hunt, and acknowledged that he is authorized to make and execute the above and foregoing Lease Agreement and that he signed, executed and made said Lease Agreement and that the same is his signature.

[Signature]
Notary Public



STATE OF KANSAS)
) ss:
COUNTY OF HARPER)

On this 15th day of February, 2018, personally appeared before me, a Notary Public, Dennis W. Francis and Jason Dan Francis, and respectively acknowledged that he is authorized to make and execute the above and foregoing Lease Agreement and he signed, executed and made said Lease Agreement and that the same is his signature.

[Signature]
David M. Hall Notary Public

