

Harper Brothers  
20012 Colfax  
Lowell 46356

EC-257

786157

# Indiana Cash Lease

This is to be completed in duplicate - one copy for the landowner and one for the renter. Any provision in this lease which the parties thereto do not desire to become a part of their lease or any supplementary provisions which they desire to become a part of their lease should be so designated (in ink) identically on both copies.

The second section contains suggestions in the use of this lease.

## Section I. Date, Contracting Parties, Description of Property, and Term of the Lease

1. This lease is made this 19th day of December 1984, by and between  
Wheeler Farm PARTNERSHIP J.H. hereinafter called the Landowner  
and Harper Brothers hereinafter called the Renter

STATE OF INDIANA/S.S. NO.  
FILED IN RECORDS  
TULSA COUNTY  
DEC 28 10 22 AM '84  
WILLIAMSON COUNTY  
RECORDED

2. The Landowner, in consideration of the agreements with the Renter hereinafter set forth, hereby leases to the Renter, to occupy and to use for agricultural purposes only, the Wheeler Farm ~~XXXX~~, containing 361 acres, located in Cedar Creek Township, S<sup>1</sup>/<sub>2</sub> of Sec. 8  
Lake County, Indiana, legally described as the \_\_\_\_\_  
(State)  
Twp. 32 North Range 8 West, with all fixed improvements thereon except \_\_\_\_\_

3. This lease shall become effective on the 19th day of December, 1984  
and shall continue in force until the 1st day of March, 1986 and from year to year thereafter unless written notice of termination is given by either party to the other on or before the 1st day of December, which shall be not less than 90 days, immediately preceding the date of termination.

## Section II. Land Use and Cropping Program

Approximately 361 acres of the farm are to be cultivated, in corn & soybeans  
acres are \_\_\_\_\_

Cooperative Extension Service  
Purdue University  
West Lafayette, Indiana

1150



buildings, drains, and fences on the farm.

5. Furnish all limestone and rock phosphate used on the farm, together with all costs of hauling and spreading. If the Renter hauls and/or spreads the limestone and rock phosphate, furnished by the Landowner, the Landowner shall pay the renter the customary rate per ton for such work. The rates for such work shall be mutually agreed upon before the work is done.
6. Make the following repairs or improvements on the farm by the dates specified or as near as practicable thereto.

<u>Repair or improvement</u>	<u>To be completed by:</u>
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

7. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section V. The Renter Agrees to:

1. Follow the farming practices that are generally recommended for and that are best adapted to this type of farm and for this locality unless other practices are agreed upon.
2. Furnish all labor, power, machinery, and moveable equipment and all operation and maintenance expenses therefor to operate the farm, except the following items which will be furnished and/or maintained as follows:

<u>Item</u>	<u>Furnished and/or maintained by:</u>
_____	_____
_____	_____
_____	_____
_____	_____

3. Furnish all labor for the minor repair and the minor improvement of buildings, fences, and drains, and for constructing not more than \_\_\_\_\_ rods of new fence annually, the material to be furnished by the Landowner. The buildings, fences, and other improvements on the farm are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the

Landowner during the term of the lease; ordinary wear, depreciation, or unavoidable destruction expected.

4. Haul to the farm, except when other arrangements are agreed to with the Landowner, any material provided by the Landowner for the minor repair or minor improvement of buildings, fences, and drains; and do all the necessary hauling on the farm at no expense to the Landowner.
5. Protect from leaching all manure made on the farm, as far as facilities available permit, and spread all available manure on the land where it will be most beneficial to the crops produced.
6. Cut the weeds in lots, fence rows, and along roads whenever necessary to prevent re-seeding. Mow permanent pastures at least once each year when it is most effective to destroy weeds and other undesirable plants.
7. Follow generally recommended practices in plowing, planting, and cultivating to prevent excessive loss of soil and water through sheet erosion. Control gullies in their early stages.
8. Neither assign this lease to any person or persons nor sublet any part of the real estate for any purpose without the written consent of the Landowner.
9. Sow, without cost to the Landowner, all grass, legume, or legume-grass sod crop seeds that have been mutually agreed upon.
10. Keep livestock out of the fields when the soil is soft and protect sod crops, especially new seedings from too close grazing that might impair the following year's crop.
11. Yield peaceable possession of the farm at the termination of this lease.
12. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Section VI. Rights and Privileges

1. The Landowner or anyone designated by him shall have the right of entry at any mutually convenient time to inspect his property and/or the farming methods being used.
2. The Renter shall have the right to use dead or fallen timber for fuel but he shall neither cut live trees nor market timber, gravel, or any other part of the real estate without the written consent of the Landowner.
3. The Renter shall have the right to erect, maintain, and remove at his expense, temporary fence and moveable buildings on the farm, provided that such fence or buildings or their removal do not damage the Landowner's property in any way.

The Renter shall have the right of entry for the purpose of harvesting crops seeded before the termination of the lease in accordance with normal farm practices, or to sell his interest in such crops either to the Landowner or to the succeeding renter. If the Renter, in view of the approaching termination of the lease, fails to plant crops in accordance with accepted farming practices, the Landowner or his designated agent shall have the right of entry to plant such crops.

- 5. If this lease is terminated before the Renter shall have obtained the benefits from any other labor or expense he may have made in operating the farm, according to contract or agreement with the Landowner during the current lease year, the Landowner shall reimburse the Renter for such labor or expense. The Renter shall present, in writing to the Landowner, his claim for such reimbursement at least \_\_\_ days before the termination of this lease.

6. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section VII. Enforcement of Agreements and Arbitration

- 1. Failure of either the Landowner or the Renter to comply with the agreements set forth in this lease shall make him liable for damages to the other party. Any claim by either party for such damages shall be presented, in writing to the other party, at least \_\_\_ days before the termination of this lease.
- 2. If either or both of the parties to this lease die during the term of the lease, the provisions of this lease shall be binding on the heirs, executors, administrators, and assigns of the party or parties involved.
- 3. Any disagreements between the Landowner and the Renter shall be referred to a board of three disinterested persons, one of whom shall be appointed by the Landowner, one by the Renter, and the third by the two thus appointed. The decision of these three shall be considered binding by the parties to this lease unless a matter of law or a sum exceeding \$\_\_\_ is involved. Any cost for such arbitration shall be shared equally between the two parties to this lease.

4. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Section VIII. Other Agreements

Landowner agrees to reimburse the A.S.C.S. office for the first half of  
the 1985 DEF. payment or Renter will withhold from the first half of rent.  
payment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section IX. Signatures

12/20/84  
(Date)

12/20/84  
(Date)

Wheeler Farm Partnership  
Helma S Wheeler  
Bennett Wheeler  
(Landowner)

Harper Bros. Partnership  
(Renter)

Dan Harper

Robert J Harper