

Pasture Lease Agreement

This lease is entered into this _____ day of _____, 2018, between:

Landowner: Larry V. Sedlacek
 1494 N. 130th Rd.
 Concordia, KS 66901

hereafter known as “the landlord,” and

Operator: _____

Spouse: _____

hereafter known as “the tenant.”

1. Property Description

The landlord hereby leases to the tenant, to use for agricultural and related purposes, the following described property: The west half section 20, range 6, township 3 (W ½ 20-6-3) Cloud County, KS., containing 294.5 acres, which excludes two home sites. One home site is in the NW of NW ¼ 20-6-3 containing 8.84 acres belonging to Larry Sedlacek and another home site in the SE of SW ¼ 20-6-3 of approximately 10.0 acres belonging to Larry Starr. Lease includes use of corrals, squeeze chute, water tank and hydrant located on landlords property north of the Larry Starr farmstead. It also includes a water tank and hydrant along Nobel Road, and an automatic waterer south of the Larry Sedlacek farmstead.

2. General Terms of Lease

- A. Term.** The term of the lease shall be 5 years commencing January 01, 2019, and continuing in effect from year to year thereafter and ending December 31, 2023.
- B. Amendments.** Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.
- C. No partnership created.** This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.
- D. Binding on heirs.** The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual written agreement otherwise.

E. Transfer of property. If landlord should sell or otherwise transfer title to the property, such action will be done subject to the provisions of this lease.

F. Right of entry. The landlord, as well as agents and employees of the landlord, and employees of power companies with easements across the property, reserve the right to enter the property at any reasonable time for purposes: a) of consultation with the tenant; b) fishing by the landlord or his guests; c) to make repairs, improvements, inspections, explorations, oil drilling, wind tower installations, servicing, or similar activity; and d) after notice of termination of the lease is given, of performing customary seasonal work, none of which is to interfere with the tenant in carrying out regular operations.

G. Additional agreements regarding terms of lease.

Landlord reserves 100% control over fishing rights on the property. Tenant and their guests may fish the ponds on the property in season, but all fishing is absolutely catch and release by all parties. Tenant controls 100% of the hunting rights on the property.

Landlord agrees to sign necessary forms that may be required by USDA-FSA to permit the tenant to combine the land rented by this agreement with another of the tenants farms. This will allow the tenant to utilize the FSA crop acreage bases on the rented land for FSA farm program purposes, subject to FSA program rules and regulations.

Grazing shall occur only between May 1 and September 30 each year.

Tenant assumes all liability for any injury to themselves or their guests while on the property. Tenant assumes all liability for the health and well being of the tenants livestock. The tenant assumes all liability for crop damage or injury to others caused by tenants livestock.

The tenant agrees to remove all livestock from the pasture if Cloud County, Kansas, is designated by the USDA Drought Monitor to be in classification D2 (Severe Drought) or higher designation for more than 8 consecutive weeks (56 days), unless other written agreement is made between the landlord and tenant. No reduction in the annual rental amount will be made should this occur as compensation to the tenant may be available through USDA-FSA emergency programs including the Livestock Disaster Assistance Programs (LDAP) and the Noninsured Crop Disaster Program (NAP).

H. Animal Units. (maximum allowable). Not more than 50 cow/calf pairs and 2 bulls or equivalent stocking rate is allowed, without the written consent of the landlord.

3. Operations and Maintenance

A. The tenant agrees:

1. Not to assign rights and duties under this lease without the written consent of the landlord.
2. To maintain fences to keep livestock in the rented pasture.
3. Not to breakout or otherwise perform tillage on any of the rented acreage for crop production or for any other reason.

4. Rental Calculation and Payment Schedule

The tenant agrees to pay \$40 per acre (x) 294.5 acres for a total of \$11,780 per year payable as follows:

- \$5,890 on or before May 1st annually.
- \$5,890 on or before September 30 annually.

If rent is not paid when due, this agreement is terminated unless both parties agree in writing to other arrangements prior to the payment due date.

5, Entire Agreement

This document is the entire agreement between the parties concerning rental of the property.

Executed on the date first shown above.

_____	_____
Tenant Signature	Landlord Signature

Tenant's Spouse

State of: _____

County of: _____

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in said State, personally appeared _____, _____, _____, and _____, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public