

CASH FARM LEASE AGREEMENT

Section I. Date, Contracting Parties, Description of Property, and Terms of Lease

1. This lease is made this 28th day of May 2022, by and between
Keith Day hereinafter called the Landlord, and
Trevor Shepherd, hereinafter called the Tenant.
2. Landlord's address for mailing of notices, rent payments, etc., is: 9287 S 3090 W, West Jordan, Utah 84088
3. The Landlord, hereby leases to the Tenant, to use for agriculture purposes only, the below-described farm containing
13.9 acres, located in Sanpete County, State of Utah, described as follows:
Sanpete County, Ut 13S 4E-34 Parcel ID 00020958X1 (See attached map – it is the area highlighted in brown)
4. This lease agreement shall become effective on the 28th day of May, 2022 and shall terminate on the 27th day of May, 2023.

Section II. Land Use and Cropping Program

1. The above-described leasehold is to be used as follows: Grazing livestock and growing hay
2. Tenant shall not plow the following permanent pasture areas: all 13.9 acres without consent from Landlord

Section III. Amount of Rent and Time of Payment

1. Tenant shall pay Landlord a total annual cash rent of \$ 780 for the leased farmland described in Section I.
2. The annual cash rent shall be paid as follows: Cash payment(check, money order, Venmo, etc) due November 10th, 2022

Section IV. The Landlord Agrees To:

1. Furnish the land and the fixed improvements referred to in Section I.
2. Pay all taxes and assessments against the farmland being leased.

Section V. The Tenant Agrees to:

1. Follow the farming practices that are best adapted to this locality unless other practices are agreed upon.
2. Furnish all labor, power, equipment and all related operation and maintenance expenses to operate the leased farmland.
3. Use pesticides, fertilizers, and other chemicals, and dispose of containers in accordance with state and federal regulations.
4. Not store pesticides, fertilizers, motor vehicles, tractors, fuel, or chemicals on the farm.
5. Neither assign nor sublet the real estate for any purpose without the written consent of the Landlord.

Section VI. Rights and Privileges

1. The Landlord or anyone designated by him shall have the right of entry at any mutually convenient time.
2. Transfer of ownership of this farm shall be subject to the provisions of this lease.

Section VII. Enforcement of Agreements and Arbitration

1. Failure of either the Landlord or the Tenant to comply with the agreement 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 30 days before the termination of this lease.
2. The provisions of this lease shall be binding on the heirs, executors, and administrators of the party or parties involved.
3. Unless a sum exceeding \$ 2000 is involved, any disagreements between the Landlord and the Tenant shall be referred to a board of three disinterested persons, one of whom shall be appointed by the Landlord, one by the Tenant, and the third by the two thus appointed. The decision of these shall be considered binding by the parties to this lease. Any cost for such arbitration shall be shared equally between the two parties of this lease.

Section VIII. Other Agreements and Provisions

Tenant is allowed to use the Landlord's water rights for this leasehold, only on the leasehold, and in accordance with the Devil's Pass Water company's policies. Landlord will pay the water assessment and reserves all voting rights to his stock.

Section IX. Signatures of the Parties in Agreement

Landlord: _____ Dated: _____

Tenant:  _____ Dated: _____

