

**Clayton County Conservation Board
Lease Bid**

This agreement is made between the Clayton County Conservation Board and

Name _____
Address _____

Phone _____
Email _____
Signature _____

(Operator), for the purposes of maintaining and enhancing habitat for wildlife, providing recreational opportunities to the public, and to conserve the soil through the use of good farming and soil conservation practices.

SECTION 1- DESCRIPTION OF LEASE AREA

In consideration of the rental specified below the Clayton County Conservation Board hereby leases to the Operator the following described area, on land known as the Becker Property.

The description of the leased area is as follows:

28.42 ac. m/l; located at 36061 Millville Rd. and 2.2 acre field on Pumpkin Ridge Road near Millville.

Sections 8, 9, 15, 16, 17 Township 91 North, Range 2 West CLAYTON County, Iowa.

SECTION II-DURATION OF LEASE

The term of this lease is from 03/01/2025 to 12/01/2027 inclusive.

SECTION III-CLAYTON COUNTY CONSERVATION REPRESENTATIVE

Jenna Pollock, Director
Clayton County Conservation Board
29862 Osborne Rd
Elkader, IA 52043
563-245-1516

SECTION IV-THE SYSTEM OF FARMING

The parties to this lease agree that the annual crop rotation shall conform to the Management Plan developed by the Clayton County Conservation Board for the area and consists of:

Crop Year 2025-2027

Crop Type	Field	Acres	Rent/Acre	Rent Amount	Unharvested
Hay Crop	1, 15	30.62	_____	\$ _____	0

SECTION V-CASH RENT STIPULATIONS

The Operator shall pay the annual rent in the amount of _____ on or before March 1st of each crop year.

SECTION VI-OPERATING COVENANTS

The parties hereto agree to be bound by the following operating covenants:

1. **CARE OF PROPERTY.** The Operator agrees that he or she will: Operate the property in conformity with all applicable conservation plans or programs including but not limited to those subject to the jurisdiction of USDA and its related agencies.
2. **ENVIRONMENTAL COMPLIANCE.** The Operator agrees to notify the CCCB of the existence of any known conditions on the property that are, or might reasonably be deemed to be in violation of environmental regulations, or which may result in liability or damage to the CCCB. The Operator shall not dispose of any chemicals on any land covered by this lease.
3. **MACHINERY AND EQUIPMENT.** The Operator shall be responsible for providing the machinery and equipment necessary for planting, cultivating and harvesting the crops, and for any other agricultural operations incidental to operating the property covered by this lease. All costs of purchasing, renting, leasing and operating the machinery and equipment, including the cost of custom operations, shall be paid by the Operator, except as otherwise specified herein.
4. **VIOLATION OF MANAGEMENT PLAN.** The Operator shall be liable to the CCCB for any value received from a crop planted in violation of the Management Plan.
5. **CHEMICALS.** Only herbicides, which will not interfere with planned crop rotations, will be allowed on land under this lease. In the event of improper application of herbicides that results in damage to the crop planted in the following year, the Operator shall be liable to the CCCB for fifty dollars per acre for each acre damaged. The Operator shall be liable to the CCCB for damage caused to the crop and further costs of reseeded or restoring the crop. The CCCB, prior to application shall approve all insecticides used on land under this lease. Operator is responsible for all inputs required for crop production. No aerial application of pesticides.
6. **WEED CONTROL.** The Operator shall be responsible to control all noxious weeds on the land under this lease.
7. **FALL TILLAGE.** Fall tillage will not be permitted without written approval of the CCCB.
8. **GRAZING.** Livestock is prohibited on all land under this lease.
9. **STALKS AND SILAGE.** The Operator agrees not to burn or remove any stalks or stubble from land under this lease without written permission from the CCCB.

- 10. HAY HARVEST.** Hay may be cut during the periods designated in the Management Plan. Hay cannot be cut after August 31. All stored hay remaining on the land under this lease after October 1 of each crop year shall become property of the CCCB.
- 11. OPERATOR'S USE OF LAND.** The use by the Operator of the land described herein is limited to agricultural cropping purposes only. Storage of equipment and produce is prohibited, except hay storage as allowed in Covenant 10.
- 12. CCCB'S RIGHT OF LAND USE.** The CCCB reserves the right to perform activities and duties on the land under this lease that are necessary for the management and maintenance of adjacent lands owned and administered by the CCCB. If the CCCB required the land under this lease for other conservation purposes, the Operator shall relinquish all claims to the land on demand by the CCCB at the end of the current crop year, consistent with Chapter 562 of the Code of Iowa. The CCCB shall not be liable for any damages for such termination.
- 13. PUBLIC USE OF THE LAND.** The leased area is subject to concurrent use for recreational purposes. The Operator shall not inhibit any lawful use of the land under this lease by the public, including but not limited to, use by the public for hunting and fishing as described by the rules of the CCCB and the laws of the State of Iowa.
- 14. ASSIGNMENT-SUBLEASING.** The Operator agrees not to assign this lease to any other person, nor sublease all or any part of the property described herein without written permission from the CCCB.
- 15. FARM PROGRAMS.** Acreage figures appearing in this lease may not be the basis for federal farm program payments. It shall be the operator's responsibility to determine the extent of farm program benefits that may be available. The inclusion, by the Operator, of land under this lease in any agreement under any United States Department of Agriculture program will be allowed only if it is compatible with the Management Plan established for the area. All payment under federal farm programs shall be divided as follows: 100% to Operator.
- 16. EXPIRATION OF TERM.** The Operator covenants with the CCCB at the expiration of the term of this lease, to yield up use of the leased area to the CCCB, without further demand or notice, in as good order and condition as when the same was entered upon by the Operator, loss by ordinary wear and tear is excepted. The Operator shall be liable to the CCCB for reasonable compensation for any damage to the property for which the Operator is legally responsible.
- 17. DEFAULT.** If the Operator fails to comply with any of the terms of this lease, the CCCB shall serve notice demanding redress within a specified period of time. If compliance with the demand is not met within the specified period, the CCCB may proceed to collect any money that may be due and payable and terminate this lease.
- 18. INDEMNIFICATION.** The Operator agrees to jointly and severally indemnify and hold the CCCB, its successors, and assigns harmless from and against all liability, loss, damage or expense resulting from the failure of the Operator to fully perform and comply with the terms of

this lease. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, accidents, or other events beyond the control of one or the other's employees or agents. The Operator consents to the jurisdiction of the courts of the State of Iowa to hear, determine, and render judgments as to any controversy arising hereunder, and agrees that this lease shall be governed by and construed according to the laws of the State of Iowa.

- 19. FAILURE TO PERFORM.** The Operator agrees that if he or she fails to plant, fertilize and harvest the crops, or to cut or spray weeds, or do any other act required by this lease for the proper operation and management of the premises at the proper time and in the proper manner, or if he or she assigns this lease or subleases the premises in violation of Covenant 14, the CCCB may terminate this lease after giving the Operator five (5) days written notice.

- 20. INSOLVENCY OF OPERATOR.** The insolvency of the Operator, a receiver being appointed to take possession of all or substantially all of the property of the Operator, the making of a general assignment for the benefit of creditors by the Operator, or the filing by or against the Operator under provisions of the Federal Bankruptcy Code (or any successor law or any state insolvency laws), shall terminate this lease and entitle the CCCB to conduct all agricultural operation of the premises.

- 21. RENT PAYMENT.** Rent shall be paid to the CCCB on the dates and at the locations set forth herein, without further notice from the CCCB to the Operator. Rent not paid or delivered when due is subject to termination of this lease agreement.

- 22. AMENDMENTS.** The terms of this lease may only be amended by mutual agreement, which must be in writing and signed by both parties and attached to and made part of this lease. The Director for the CCCB must sign all amendments.

- 23. NOTICES.** All correspondence and notices to be given pursuant to this lease shall be addressed if to the Operator at the Operators last known address, and if to the CCCB, to the address appearing in SECTION III of this lease. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United State Postal Service.

- 24. SEVERABILITY.** Each provision of this lease shall be considered to be severable, and the invalidity or violability of any such provision shall not affect the validity or enforceability of any other provision in this lease.

- 25. ADDITIONAL PROVISIONS.** The following special provisions are made a part of this lease:
IN WITNESS WHEREOF, the undersigned hereby agree to the terms set forth herein and state that this lease is executed as of the day and year last indicated below:

OPERATOR:

CLAYTON COUNTY CONSERVATION BOARD

Name

Board Chair, Daryl Landsgard

Date

Signature

Date

Director, Jenna K. Pollock

Date