

**FARM LEASE - CASH**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 135  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)  
Andrew F. Van Der Maaten, 212 Winnebago, Decorah, IA 52101, Phone: (563) 382-2959

**Taxpayer Information:** (name and complete address)  
Winneshiek County, Winneshiek County Courthouse, Decorah, IA 52101

**Return Document To:** (name and complete address)  
Andrew F. Van Der Maaten, 212 Winnebago, Decorah, IA 52101, Phone: (563) 382-2959

**Grantors:**  
Winneshiek County

**Grantees:**

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

## FARM LEASE - CASH

THIS LEASE ("Lease") is made between Winneshiek County ("Landlord"), whose address for the purpose of this Lease is Winneshiek County Courthouse, Decorah, IA 52101 and \_\_\_\_\_ ("Tenant"), whose address for the purpose of this Lease is \_\_\_\_\_.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Winneshiek County, Iowa (the "Real Estate"):

Tillable farm ground located in Section 24, consisting of 10.37 acres more or less, in Township 98 North, Range 8 West of the 5th P.M., Winneshiek County, Iowa, as per aerial photo attached hereto as Exhibit "A".

Said lease does not include the building site, and containing 10.37 acres, more or less, with possession by Tenant for a term of approximately eleven (11) years to commence on May 8, 2023, and end on February 28, 2034. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of \$\_\_\_\_\_ payable, unless otherwise agreed, as follows: \$\_\_\_\_\_ on May 15, 2023, and on the first day of March every year thereafter.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 1% Landlord 99% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0 % Landlord 100 % Tenant. Crop disaster payments shall be divided 0 % Landlord 100 % Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall sign and deliver to Landlord a UCC-1 financing statement showing the existence of this security interest. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

In the event rent for the crop year is unpaid, Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday

through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

In the event rent for the crop year is unpaid, Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

**4. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with all rules and regulations of for the CRP Program offered through the Farm Service Agency of the USDA. Tenant will establish long-term, resource- conserving plant species, such as approved grasses or trees (known as "covers") to control soil erosion, improve water quality and develop wildlife habitat.

#### **5. ENVIRONMENTAL.**

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided

by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required whenever chemicals are applied by ground or air. Tenant shall haul end spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations that occurred during the term of this Lease.

**In the absence of selection of an alternative where choices are provided in this paragraph 5b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.**

**6. TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

**7. POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$100.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

**8. LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

**9. VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

**10. REPAIRS.** Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

**11. NEW IMPROVEMENTS.** All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease. Tenant will not construct any new improvements or fences without the written consent of the Landlord.

**12. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

**13. NO AGENCY.** Tenant is not an agent of the Landlord.

**14. ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

**15. CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

**16. CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

**17. NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

**18. ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

**19. ADDITIONAL CONDITIONS.**

- a. This lease is conditioned upon Tenant enrolling the subject real estate in the Conservation Reserve Program (CRP).
- b. In the event the subject property is taken out of the CRP program for any reason (including but not limited to being caused by Tenant, Landlord and/or USDA), this lease will terminate.
- c. In the event the Landlord sells the subject property, any sale will be subject to the CRP contract in effect on the date of sale.

**TENANT:**

**LANDLORD: WINNESHIEK COUNTY**

\_\_\_\_\_

\_\_\_\_\_  
Daniel Langreck, Chairperson Board of Supervisors

\_\_\_\_\_  
Benjamin Steines, Auditor

STATE OF IOWA            )  
  )-ss:  
COUNTY OF WINNESHIEK)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

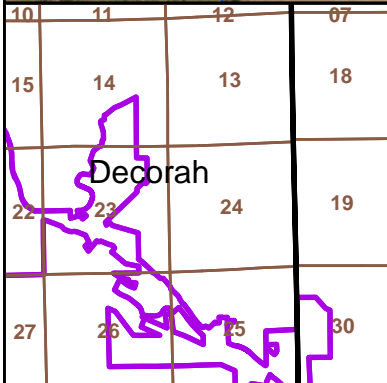
\_\_\_\_\_  
Notary Public in and for said county and state.

STATE OF IOWA, COUNTY OF WINNESHIEK

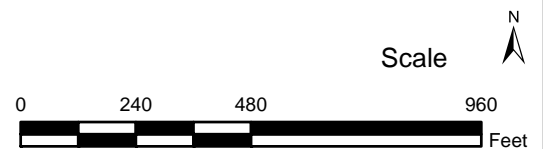
On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared Daniel Langreck and Benjamin D. Steines to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of Winneshiek County, Iowa; that the seal affixed to the foregoing instrument is the seal of the County, and that the instrument was signed and sealed on behalf of said County by authority of its Board of Supervisors; and that the said Daniel Langreck and Benjamin D. Steines as such officers acknowledged the execution of the instrument to be the voluntary act and deed of said County, by it and them voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.





10.37 ACRE FIELD  
T98N R.08W S24 SW NW



**Exhibit "A"**