

FARMLAND FOR RENT

The Jones County Conservation Board will accept bids for rent of farmland as follows:

Fourteen cropland acres, more or less, as part of the property known as "Central Park" in Section 12 Township 84 N, Range 3 West of the 5th PM, Jones County Iowa. The lease contains fertilizer requirements. One year cash lease beginning March 1, 2023. 100% of the annual lease payment is due on March 1st.

Sealed bids are due in the Jones County Nature Center/Admin Office at Central Park (12515 Central Park Road, Center Junction) no later than 12 pm, February 9, 2023.

Written bids shall be submitted for a lump sum amount. Jones County Conservation reserves the right to reject any or all bids. A map of the property and a copy of the lease agreement may be obtained from the Central Park Nature Center/Admin Office or at https://www.jonescountyiowa.gov/bid_notices/.

Jones County Conservation Cash Rent Farm Lease

Owner: Jones County Conservation **Operator:** _____ **Year:** 2023

1. Legal Description:

*14 cropland acres as part of the property known as "Central Park" in Section 12 Township 84 N, Range 3 West of the 5th PM, Jones County Iowa.
As shown on the attached map.*

2. General Terms of Lease:

- A. Time Period:** Beginning 3/1/2023, and ending 3/1/2024.
- B. Contract Acres:** There are 14 contract acres available.
- C. Right of Entry:** The Owner and their designated representatives reserve the right to enter the premise at any time for any reason. If entered via a vehicle outside of an emergency, Owner will work with Operator to determine lowest impact timing (ie. shortly after a cutting). Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been removed. As a public property, members of the public may occasionally visit the property by foot.
- D. Changes in Lease Terms:** The conduct, representation, or statement 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 an addendum to this lease.

E. Transfer of Property: If the Owner should sell or otherwise transfer title to the farm, such sale or transfer will be subject to the provisions of this lease.

F. No Right to Sublease: The Owner does not convey to the Operator the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever, without written consent of the Owner.

G. Heirs and Successors: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both Owner and Operator in like manner as upon the original parties. However, in the event the lease is for more than one year, the heirs or successors of the Operator shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

H. Violation of Terms: If the Operator fails to keep any agreement contained in this lease, the lease shall then terminate, and the Owner or legal representative shall have the right to take immediate possession of the premises.

3. Improving, Conserving, and Maintaining:

A. Conservation Provisions: The following conservation requirements are being asked of the Operator.

1. The Operator may haul and spread manure on appropriate fields at times and in quantities consistent with environmental protection requirements. At no time shall liquid manure be surface applied on frozen or snow-covered ground.
2. The Operator shall apply the following fertilizer within 3 months of lease signing: Nitrogen 26 lbs/acre, Phosphorus 26 lbs/acre, Potassium 120 lbs/acre, and Sulfur 24 lbs/acre.
3. The Operator shall not cut trees bordering the leased area without written consent of the Owner.
4. The Operator shall at no time till or graze the leased area, and the leased area shall remain in perennial grass and alfalfa throughout the term of lease.
5. The Operator will not, without written consent of the Owner, interseed legumes, forbs or grasses on existing pastureland, buffer strips, and conservation practices or introduce plant species without written consent of the Owner.
6. The Operators use of motorized vehicles on the property is only authorized on the leased land and only when performing farming practices. Access for any other purpose other than farming must be done according to the rules set for general public access to a public area.

B. Recreational and Hunting Rights: All recreational and hunting rights shall remain with the Owner.

C. Owner's Duties: Owner agrees to warrant and defend the Operator's possessions against all persons as long as this lease remains in effect. The Owner will promptly pay taxes and carry insurance on his/her interest in the property.

D. Operator's Duties: Operator agrees to operate the farm in an efficient and workmanlike manner, control invasive weeds and brush (including fallen limbs) in the fields, provide proper maintenance to control erosion and maintain waterways and tiles, and building lots and all other areas of the farm where access is possible. The Operator will not commit waste on, or damage to, the farm and will use due care to prevent others from doing so. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner. The operator shall not operate equipment on or alter in any way, land outside of the leased acres.

E. Fence Maintenance: Buildings and fences for minor repairs: Owner will furnish all materials and Operator will provide the labor at no charge. New Fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.

F. Division of Expense: All crop production expenses, including application of lime, are the responsibility of the Operator.

G. Expenses: No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.

4. Rental and Stocking Rates:

A. Description of Rental Property:

<u>Description</u>	<u>Acres</u>	<u>Rate per Acre</u>	<u>Amount</u>
Cropland			
Small grains	_____		
Established hay land	___ 14 ___		\$ _____
Pasture	_____		

Total Annual Rent	\$ _____
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B. Payments:

**The cash rent shall be due
and payable as follows:**

Payment

March 1st, 2023

\$ _____ Amount Due

C. Erecting Structures: The Operator will not, without written consent of the Owner, erect or permit to be erected, or place any structure or buildings on the property.

5. Arbitration: Any disputes between the Owner and Operator not covered by the terms of this lease may be submitted by either party for arbitration at a reasonable fee by three disinterested persons, one of whom shall be selected by the Owner, one by the Operator, and the third by the previously named two. If and when disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease.

Map of Lease Area

