

FARM FOR RENT, 291.5+ AC.

Brushy Creek Rec. Area, Sealed Bids

The Iowa Department of Natural Resources (DNR) is seeking cash rent bids for a three-year lease (2021, 2022, 2023) on the farm unit below ("Unit 2"). The unit consists of many small and irregularly shaped fields in the Brushy Creek State Recreation Area. The DNR provides strict guidance about tillage, cropping, seeding, harvesting, and other agronomic practices. The operator will be required to plant sunflowers and winter wheat. Some fields will be prairie plantings, idle fields, and forage. The forage cutting dates are restricted so there may only be one cutting. Some fields will be row cropped to corn and soybeans, and 10% of the row crop acres (normally in the corn fields) will be left unharvested for wildlife until March of the next year. There are other important details that will affect your bid, so please contact us or stop by for a detailed bid packet if you are interested. Consider all these factors in your cash rent bid amount. Visit the farmland yourself to see what it looks like.

Bids must reflect the total gross cash rent amount for the entire term of the three-year lease. 10% of the total gross cash rent shall be paid at the time of lease signing. The balance for each crop year shall be paid on or before December 1st.

Sealed bids must be delivered to the office of Sunderman Farm Management Co. NO LATER THAN 5:00 PM, December 1, 2020. Bids WILL NOT be accepted after 5:00 PM on December 1, 2020.

The public bid opening will be 10:00 AM, Wednesday, December 16th, 2020, at Brushy Creek State Recreation Area in the Prairie Resource Center, 2820 Brushy Creek Drive, Lehigh, Iowa, 50557 (just south of the park office).

For more information or to request a bid packet, contact Brent Larson at 515-576-3671 (office), 515-571-3704 (mobile), or brent.larson@sundermanfarm.com.

Unit 2 Details:

Each year the operator will be required to grow sunflowers and winter wheat in a dove attractant field.

2021: 236.5 acres in 16 fields of row crops, 62 acres in 3 forage fields, 11 idle/prairie fields.

2022 & 2023: 221.5 acres in 14 fields of row crops, 70 acres in 4 forage fields, 12 idle/prairie fields.



INSTRUCTIONS TO BIDDERS

1. Public bids are being accepted on a three-year cash rent lease for Unit 2 in the Brushy Creek State Recreation Area.
2. All signed and sealed bids (**the “Agricultural Lease Bid Form” & the “Addenda—Management Plan” form**) must be received at Sunderman Farm Management Co., Brent Larson, 1309 1st Ave S, Suite 5, Fort Dodge, IA 50501-4954 by 5:00 PM, December 1, 2020.
3. The sealed bids will be publicly opened at 10:00 AM on Wednesday, December 16, 2020 at Brushy Creek’s Prairie Resource Center.
4. The lease is for crop years 2021, 2022, and 2023. Bidders are encouraged to inspect the land, the lease, and the Addenda Management Plan before bidding.
5. **The “Agricultural Lease Bid Form” and the “Addenda—Management Plan” form must be signed & dated by the prospective lessee to be valid.**
6. **On the “Agricultural Lease Bid Form,” bidders must complete the blanks located in the “\$/Acre” and “Total Rent” columns for row crop and forage for each of the crop years. Fill in the “YEARLY TOTAL” line for each year as well as “THE TOTAL PROPOSED CONSIDERATION FOR ALL THREE YEAR” line. Incomplete forms may be rejected.**
7. Bids will be considered on the basis of the total bid, not on a field-by-field basis. If a calculation error occurs, the total bid amount will be considered, not the per-acre amount.
8. The amount of the bid, past experience with the bidder, the bidder's ability to comply with the terms of the lease, and the bidder's ability to perform the required farming practices shall be considered to determine the award of the lease. References will be requested. The Department of Natural Resources reserves the right to waive technicalities and reject any or all bids not in the best interest of the state of Iowa.
9. The successful bidder grants to the DNR a security interest in all crops grown on land in the lease if the contracted amount exceeds \$10,000. A Uniform Commercial Code Form 1 (UCC-1) will be completed to perfect a landlord’s lien per Iowa Code, Chapter 570.
10. The lease will NOT be awarded at the time of the bid opening. It will be awarded after the bid has been reviewed and determined that the bid will best serve the interest of the state of Iowa.
11. The lease agreement itself will not be valid until it has been signed by the Director of the Department or his designee.
12. Any questions should be directed to Brent Larson, Sunderman Farm Management Co., 1309 1st Ave S, Suite 5, Fort Dodge, Iowa 50501-4954. Office Phone (515) 576-3671. Mobile Phone (515) 571-3704. E-mail: brent.larson@sundermanfarm.com.

**DEPARTMENT OF NATURAL RESOURCES
AGRICULTURAL LEASE BID FORM**

Date and Time of Bid Opening: Wednesday, 16 December 2020 at 10:00 A.M.

Lease Description: 488.5 acres, more or less, of cropland
Department Area Designation: Brushy Creek State Recreation Area

Lease Number (cost center/area/tract): 8520-1M/01/0002
Term of Lease: 1 March 2021 to 28 February 2024

Section 22, 26, 27, 34, and 35 Township 88 North, Range 27 West of the 5th P. M., Webster County, Iowa.

The undersigned hereby certifies that the terms of the above-referenced lease have been examined, including any special provisions, and proposes the following consideration for said lease as set forth below:

2021 Crop Year

(Bidder to Complete Rate and Total Columns)

Field Unit Number	Crop	Acres	\$/Acre	Total Rent	Amount Unharvested
2,4,5,12,13,14,15,16a,19,20,21,22,23,25,27,29	Row Crop *	236.5			10% of the acres
6, 9, 10	Forage *	62			None
1, 3, 7, 8, 11, 16B, 17,18, 24, 26, 28	Idle	190	0	0	None

*- see attached addenda for cropping and unharvested crop instructions

YEARLY TOTAL FOR 2021: \$ _____

2022 Crop Year

(Bidder to Complete Rate and Total Columns)

Field Unit Number	Crop	Acres	\$/Acre	Total Rent	Amount Unharvested
2, 4, 5, 12, 13, 14, 15, 19, 20, 21, 22, 23, 27, 29	Row Crop *	221.5			10% of the acres
6, 9, 10, 25	Forage *	70			None
1, 3, 7, 8, 11, 16A, 16B, 17, 18, 24, 26, 28	Idle	197	0	0	None

*- see attached addenda for cropping and unharvested crop instructions

YEARLY TOTAL FOR 2022: \$ _____

2023 Crop Year

(Bidder to Complete Rate and Total Columns)

Field Unit Number	Crop	Acres	\$/Acre	Total Rent	Amount Unharvested
2, 4, 5, 12, 13, 14, 15, 19, 20, 21, 22, 23, 27, 29	Row Crop *	221.5			10% of the acres
6, 9, 10, 25	Forage *	70			None
1, 3, 7, 8, 11, 16A, 16B, 17, 18, 24, 26, 28	Idle	197	0	0	None

*- see attached addenda for cropping and unharvested crop instructions

YEARLY TOTAL FOR 2023: \$ _____

THE TOTAL PROPOSED CONSIDERATION FOR ALL THREE YEARS IS: \$ _____

If awarded the lease, the undersigned agrees to pay the Department of Natural Resources the total consideration in the following manner: **Ten percent** of the total consideration to be submitted with the signing of the lease. The balance of the consideration for each individual crop year to be paid on or before 1 December of each crop year.

The undersigned agrees, if the successful bidder, to provide all labor, equipment, and materials necessary to perform the cropping operations set forth above, in strict compliance with the terms and conditions of said lease.

Signed: _____

Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

Date: _____

Lease No. 8520-1M-1-0002
Brushy Creek

**IOWA DEPARTMENT OF NATURAL RESOURCES
HABITAT MANAGEMENT LEASE AGREEMENT**

This agreement is made between the State of Iowa, acting through the Iowa Department of Natural Resources (DNR) and

, IA
Phone:

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

SECTION I - DESCRIPTION OF LEASED AREA

In consideration of the rental specified below the DNR hereby leases to the Operator the following described area, on land known as Brushy Creek State Recreation Area.

The description of the leased area is as follows:

488.5+/- acres

Section(s) 22,26,27,34,35, Township 88 North, Range 27 West, WEBSTER County, Iowa.

SECTION II - DURATION OF LEASE

The term of this lease is from 03/01/2021 to 02/28/2024 inclusive. Chapter 562 of the Code of Iowa provides for automatic renewal of certain farm tenancies unless notification is given prior to September 1. Lessor and Lessee acknowledge and agree the Lessor must maintain the right to cancel this lease at anytime to maintain essential goals and interests of the general public. As part of this lease therefore, Lessee hereby agrees to waive this right of automatic renewal absent notification as provided in Chapter 562 of the Iowa Code. The parties agree this Lease shall not extend beyond the crop year specified above. Should the premises be made available for leasing in a future crop year, a new and separate lease will be required for each year the property is to be leased.

Section III - DNR'S REPRESENTATIVE

The DNR's Land Manager is Brent Larson
Address: 1309 1st Ave S, Suite 5 Fort Dodge, IA 50501
Telephone: 515-576-3671

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 area manager for the area and consist of:

CROP YEAR: 2021		ANNUAL CASH RENT TOTAL: \$0.00			
CROP TYPE	FIELD	ACRES	RENT/ACRE	RENT AMOUNT	UNHARVESTED AMOUNT
ROW CROPS	2,4,5,12,13,14,15,16a,19,20,21,22,23,25,27,29	236.5		0	23.7 acres ()
SMALL GRAINS				0	acres ()
FORAGE	6,9,10	62		0	acres ()
OTHER CROPS (MISC/GRAZING)				0	acres ()
OTHER CROPS (2ND ROW)				0	acres ()
IDLE	1,3,7,8,11,16b,17,18,24,26,28	190		0	acres ()

CROP YEAR: 2022		ANNUAL CASH RENT TOTAL: \$0.00			
CROP TYPE	FIELD	ACRES	RENT/ACRE	RENT AMOUNT	UNHARVESTED AMOUNT
ROW CROPS	2,4,5,12,13,14,15,19,20,21,22,23,27,29	221.5		0	22.2 acres ()
SMALL GRAINS				0	acres ()
FORAGE	6,9,10,25	70		0	acres ()
OTHER CROPS (MISC/GRAZING)				0	acres ()
OTHER CROPS (2ND ROW)				0	acres ()
IDLE	1,3,7,8,11,16a,16b,17,18,24,26,28	197		0	acres ()

CROP YEAR: 2023		ANNUAL CASH RENT TOTAL: \$0.00			
CROP TYPE	FIELD	ACRES	RENT/ACRE	RENT AMOUNT	UNHARVESTED AMOUNT
ROW CROPS	2,4,5,12,13,14,15,19,20,21,22,23,27,29	221.5		0	22.2 acres ()
SMALL GRAINS				0	acres ()
FORAGE	6,9,10,25	70		0	acres ()
OTHER CROPS (MISC/GRAZING)				0	acres ()
OTHER CROPS (2ND ROW)				0	acres ()
IDLE	1,3,7,8,11,16a,16b,17,18,24,26,28	197		0	acres ()

SECTION V - CASH RENT STIPULATIONS

The Operator shall Pay 10% of the total gross rent (\$0) in the amount of \$0.00 on the date this lease is signed by the Operator, and:

- \$0.00 on or before December 1, for 2021 crop year.
- \$0.00 on or before December 1, for 2022 crop year.
- \$0.00 on or before December 1, for 2023 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:

- A. Cultivate and otherwise operate the property in accordance with generally recognized and approved agricultural practices.
- B. 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 DNR 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 DNR. 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. **CUSTOM FARMING.** The DNR may utilize this lease to provide additional enhanced wildlife habitat and vegetation management at locations within the managed area. The Operator is required to, at the Land Manager's direction, provide inputs, machinery and labor for projects on any such land. The Land Manager will provide a list of projects to the Operator and will approve the inputs and machinery practices required.

By December 1 of each lease year, the Operator will provide the land manager with a list of land manager approved inputs and machinery practices used in performing work on DNR projects.

The Operator will receive a credit on each December 1 rent payment based upon the Operators cost for buying the inputs and using Iowa State University's average custom rates for each practice. **ANY CREDITS ARE TO BE APPROVED BY THE LAND MANAGER PRIOR TO THEIR USE.**

FAILURE TO PROVIDE INPUTS AND/OR MACHINERY AT DIRECTION OF LAND MANAGER WILL RESULT IN LEASE TERMINATION.

5. **HARVEST OF FOOD PLOTS.** The Operator shall be liable to the DNR for one thousand dollars (\$1,000) for each acre of crop harvested that is designated to be left unharvested for wildlife.

- A. Custom Food Plots. The crop in any designated wildlife food plot will be left at the discretion of the DNR for future

food plots or harvested by the Operator. If the Operator harvests a food plot, the Operator will pay one-half of the row crop rental rate per acre harvested to the DNR by April 1 of the current lease year.

B. **Unharvested Crops.** The crops on the portion of any field that is designated unharvested in the fall becomes the property of the Operator after March 1 of the following crop year. Whenever such crops are designated herein as the Operator's property, they shall be harvested no later than April 15. After April 15, the DNR immediately becomes the owner of said crops and may dispose of them by any method the DNR deems appropriate.

6. VIOLATION OF MANAGEMENT PLAN. The operator shall be liable to the DNR for any value received from a crop planted in violation of the Management Plan.

7. 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 DNR for fifty dollars per acre for each acre damaged. The Operator shall be liable to the DNR for damage caused to the crop and further costs of reseeding or restoring the crop. The Land Manager, prior to application shall approve all insecticides used on land under this lease. Manure application to land under DNR jurisdiction is prohibited unless prior approval, in writing, is issued by the Land Manager.

8. WEED CONTROL. The Operator shall be responsible to control all noxious weeds on the land under this lease.

9. FALL TILLAGE. Fall tillage will not be permitted without written approval of the Land Manager.

10. GRAZING. Livestock is prohibited on all land under this lease except areas designated by the Land Manager. A joint inspection by the Operator and the Land Manager of all grazing tracts is required as to the conditions of fences, prior to the turning in of livestock. It is the Operator's responsibility to insure that all fences are in sufficient condition to contain livestock, prior to the Operator turning in the livestock.

11. STALKS AND SILAGE. Corn may not be harvested for silage nor may it be harvested with any machine which chops cornstalks and the Operator agrees not to burn or remove any stalks or stubble from land under this lease without written permission from the Land Manager.

12. HAY HARVEST. Hay may be cut during the periods designated in the Management Plan. All stored hay remaining on the land under this lease after October 1 of each crop year shall become property of the DNR.

13. OPERATOR'S USE OF LAND. The use by the Operator of the land described herein is limited to agricultural cropping and pasturing purposes only. Storage of equipment and produce is prohibited, except hay storage as allowed in Covenant 12.

14. DNR'S RIGHT OF LAND USE. The DNR 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 DNR. If the DNR requires the land under this lease for other conservation purposes or for sale or exchange, the Operator shall relinquish all claims to the land on demand by the DNR at the end of the current crop year, consistent with Chapter 562 of the Code of Iowa. The DNR shall not be liable for any damages for such termination.

15. 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 DNR and the laws of the State of Iowa.

16. ASSIGNMENT-SUBLEASING. 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 DNR.

17. 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

18. EXPIRATION OF TERM. The Operator covenants with the DNR at the expiration of the term of this lease, to yield up use of the leased area to the DNR, 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 DNR for reasonable compensation for any damage to the property for which the Operator is legally responsible.

19. DEFAULT. If the Operator fails to comply with any of the terms of this lease, the DNR shall serve notice demanding redress within a specified period of time. If compliance with the demand is not met within the specified period, the DNR may proceed to collect any money that may be due and payable and terminate this lease.

20. INDEMNIFICATION. The Operator agrees to jointly and severally indemnify and hold the State of Iowa, 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.

21. 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 16, the DNR may terminate this lease after giving the Operator five (5) days written notice.

22. 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 DNR to conduct all agricultural operation of the premises.

23. RENT PAYMENT. Rent shall be paid to the Land Manager on the dates and at the locations set forth herein, without further notice from the DNR to the Operator. Rent not paid or delivered when due shall bear interest until paid or delivered at the rate of 4.25 % per annum.

24. SECURITY INTEREST. The Operator hereby grants to the DNR a security interest in all the crops grown or to be grown on land covered by this lease. An UCC-1 shall be executed and delivered to the Land Manager by the Operator when the total estimated lease amount exceeds \$5,000.00. Further, the DNR shall have a landlord's lien as set forth by the Iowa Code, Chapter 570.

Grain harvested from land under this lease shall be sold or stored at the following grain elevator(s):

NEW Cooperative in Duncombe, Iowa.

25. 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 of the DNR or the Director's designee must sign all amendments.

26. NOTICES. All correspondence and notices to be given pursuant to this lease shall be addressed if to the Operator at the Operator's last known address, and if to the DNR, to the address of the DNR's Representative 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 States Postal Service.

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

28. ADDITIONAL PROVISIONS. The following special provisions are made a part of this lease:

None.

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:

Signature Date

Signature Date

DEPARTMENT OF NATURAL RESOURCES:

Recommended By:

Issuing Officer Date

Approved By:

Director or Designee Date

**ADDENDA
MANAGEMENT PLAN
BRUSHY CREEK RECREATION AREA (2021-2023)
(8520-1M/01/0002)**

1. Row Crops - Field numbers 2,4,5,12,13,14,15,19,20,21,22,23,27,29
Field numbers – 4,5,12,13,22,23,27,29 will be planted to corn during 2021 and 2023
Field numbers – 2,14,15,19,20,21 will be planted to corn during 2022
Forage – 6,9,10 are hay 2 fields to be harvested according to paragraph 6 for the duration of the lease.
Field 25 will be a new hay seeding in 2022 and will be harvested as a hay 1 field according to paragraph 6 for the duration of the lease.
Field 16A will be beans in 2021

Custom work to be done by the Cooperator –

Dove Attractant Fields: 2021 Field #16B Sunflowers and winter wheat
2022 Field #16A Sunflowers and winter wheat
2023 Field #1B Sunflowers

The Operator will be required to establish dove attractant fields which will include tillage, planting, herbicide/fertilizer application and will be used as an allowance on the Dec. 1 rent due each year. Sunflowers will be planted between April 20 and May 15. Winter wheat shall be planted after September 20 and wheat grain may be harvested after July 15 (no baling/removal of straw).

2. Unharvested amount – 10% of all row crop acres will be left unharvested for wildlife, locations designated by the land manager. The Cooperator shall be liable to the Department for one thousand dollars (\$1000) for each acre of crop harvested that is designated to be left unharvested for wildlife. Crops not harvested in the fall become the property of the previous year's **Cooperator** after March 1 of the following crop year and they shall be harvested no later than April 15. After April 15, ownership of the crops shall revert to the Department. From March 1, 2021, through April 15, 2021, the new cooperator acknowledges that the unharvested crops that were left standing from the previous cooperator from the previous crop year belong to the previous cooperator who planted those crops. The new cooperator will allow the previous cooperator to harvest those crops between March 1 and April 15 of 2021.
3. No farming of any type may occur on the described lands before March 1 of any crop year.
4. Atrazine and Scepter use will not be permitted.
5. Hay seedings must be seeded with a minimum of 12 pounds of alfalfa and 6 pounds of brome grass per acre with oats as a nurse crop in the seeding. Straw must be removed as soon as possible. The D.N.R does not guarantee the quality of the hay seeding. At the land manager's request, failed seedings will be re-seeded between August 15 and September 5 of the year of the seeding. Fields shall be soil tested with grid soils samples no larger than 4.4 acres per sample (see paragraph 10 for additional requirements) and ag lime will be applied to bring soil pH to 6.7– 6.9. Prior to seeding, fertilizer will be applied and tilled into the soil according to the soil tests and Iowa State University guidelines (at least 13 units/acre of phosphorus and 43 units/acre of potassium will be applied and tilled in). This fertilizer shall be applied in each year of the lease. New seedings are considered Hay 1 in the first and second years of seeding and Hay 2 in the third year of the seeding.
6. Hay cutting dates are strictly defined as follows:
Hay1 must be cut any time before September 1 of each crop year.
During the new seeding year, mowing for weed control may be done anytime before October 1
Hay2 must be cut between July 15 and September 1 of each crop year.
The D.N.R. does not guarantee any number of hay cuttings per year. The entire designated field must be cut and baled. Hay cutting that violates these date requirements will be subject to fine as specified in paragraph 2.
Field lanes may also be cut and baled at no cost to control weeds and provide firebreaks.
7. All bales must be removed from public lands by October 1 of each crop year with no exceptions due to weather, baling date, etc.
8. The Cooperator will be supplied with 2 padlock keys for any gated field entrance and must keep said gates locked. DO NOT drive around gates.
9. Any tree, shrub or grass strip designated by the D.N.R., whether planted or not, shall not be driven on or used as roadways or turnarounds during field operations at any time during the Agreement. Designated

tree, shrub or grass strips or plots that are not planted as such shall be mowed or sprayed for weed control by the cooperators at the Land Managers request.

10. On all 2021 forage and row crop fields, by June 30, 2021, the Cooperator will take grid soil samples that are 4.4 acres in size, or less. For row crop fields, using yield goals of at least 180 bushels/acre for corn and 55 bushels/acre for soybeans, cooperators will apply phosphorus and potassium fertilizer at a rate to bring the fertility up to the "optimum" levels recommended in ISU PM 1688, Tables 3 and 4. In no case shall the amount of applied fertilizer over the course of the three-year lease be less than the amount of nutrients removed. For forage fields, cooperators will follow Iowa State University guidelines and will apply at least a removal amount of phosphorus and potassium. Lime (CaCO_3) will be applied by the Cooperator to bring the pH up to levels recommended by Iowa State University for the planned crops. All fertilizer and application are at the expense of the Cooperator. Lime and its application are also at the expense of the Cooperator, but if the Cooperator provides receipts, the DNR will allow a deduction from the December 1st rent equal to 25% of the cost of the lime and its application.
12. The Cooperator is to follow the guidelines set forth by the local Soil Conservation district in order to reduce soil erosion losses to an acceptable level. The guidelines are: A chisel, disc or field cultivator conservation tillage system is to be used on corn and soybean fields in order to leave 30% of the soil surface covered with crop residue after planting. Where applicable, cooperators will work with NRCS and Land Manager to construct grass waterways and sediment control structures.
13. **New to this lease:** As a part of the lease, operator may be requested to establish a winter-hardy cover crop on fields selected by the Land Manager by broadcasting, drilling, or aerial application. Examples are cereal rye, winter wheat, tillage radish, turnips etc. depending on timing. Seed and seeding cost will be an allowance on the Dec. 1 rent due each year. Average ISU custom rates for each year will be used to determine the amount allowed for seeding. This will be decided on an annual basis.
14. Prevented planting: Any acres claimed as "prevented planting" with an operator's crop insurance must be planted to an approved cover crop or small grain, if allowed by FSA, RMA, and crop insurance (such as oats, grain sorghum, forage sorghum or wheat). If operator harvests the crop, then they will pay the forage rate for those acres.
15. Steel posts used to designate field borders or mark tree, shrub, grass or idle plots and strips are to left in place at all times. The Cooperator will be responsible for replacing any post damaged or removed by farming operations during the agreement.
16. The Cooperator may be required to cover expenses, deductible from the December rent, for any habitat management and land improvement activities that may occur on state owned land covered by this lease at any time throughout the year. Examples of such expenses are but not limited to purchase of chemicals, rock, tile, equipment operators, seed, gates, posts, etc.

I have read, understand, and agree to comply with the Addenda Management Plan of the Agreement.

(Cooperators signature)_____ (Date)_____

UNIT 2

1=bean/other 4=prairie
 2=corn 5=dove plot
 3 =hay 6=DNR cover crop

FIELD #	ACRES	CROP 21	CROP 22	CROP 23
1	12.5	4	4	4
2	20.5	1	2	1
3	27	4	4	4
4	13.5	2	1	2
5	27	2	1	2
6	19	3	3	3
7	23	4	4	4
8	19.5	4	4	4
9	23	3	3	3
10	20	3	3	3
11	20.5	4	4	4
12	18	2	1	2
13	8	2	1	2
14	19	1	2	1
15	17	1	2	1
16A	7	1	5	5
16B	7	5	5	5
17	9	4	4	4
18	5	4	4	4
19	13	1	2	1
20	8.5	1	2	1
21	17	1	2	1
22	13	2	1	2
23	17	2	1	2
24	45	4	4	4
25	8	1	3	3
26	7	4	4	4
27	17	2	1	2
28	14.5	4	4	4
29	13	2	1	2

dove plot
dove plot

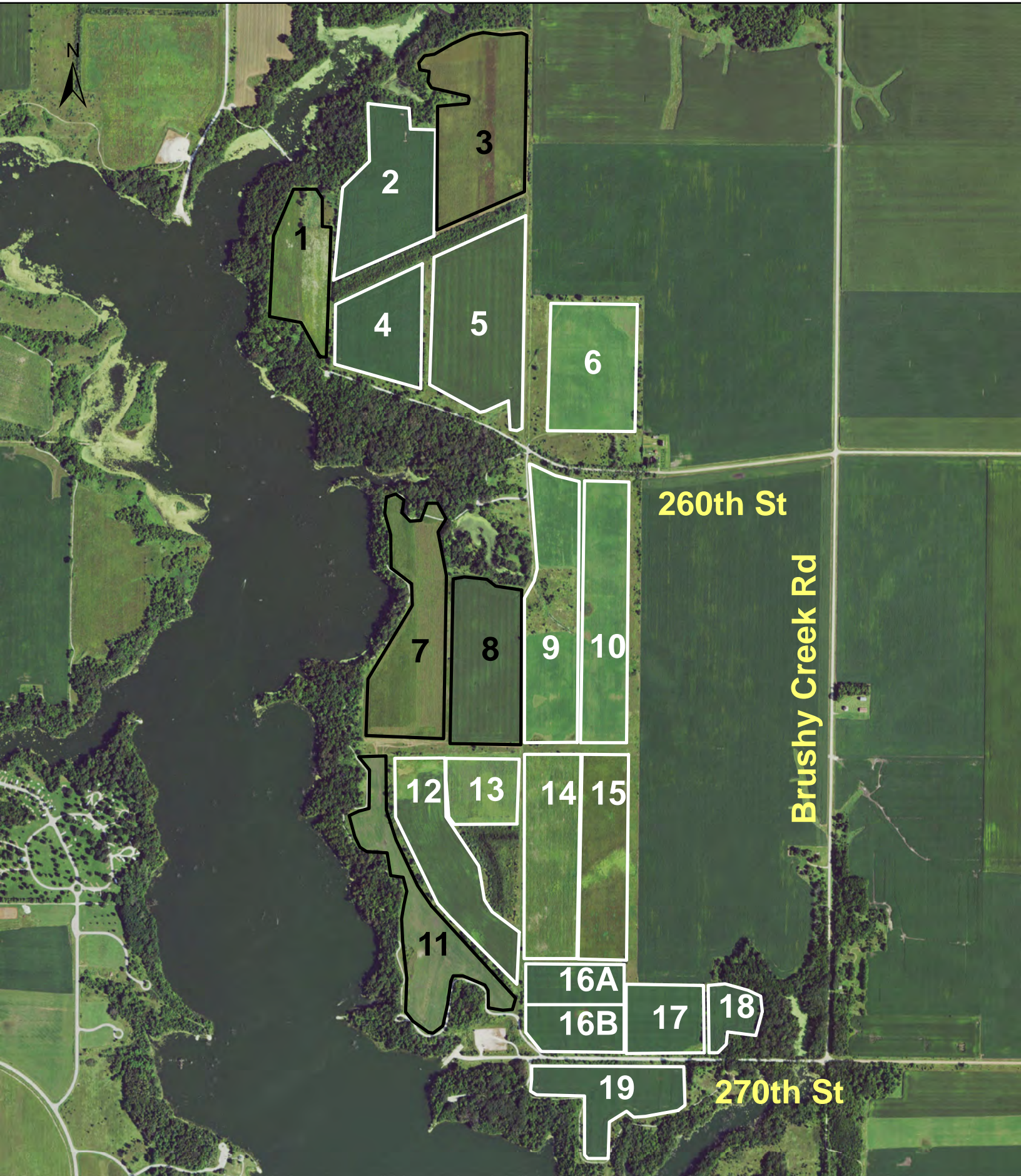
Total 488.5
 acres

TOTALS

2021	bean	corn	row crop	hay	other
	110	126.5	236.5	62	190
2022	bean	corn	row crop	hay	other
	126.5	95	221.5	70	197
2023	bean	corn	row crop	hay	other
	95	126.5	221.5	70	197

other: prairie/dove plot/cover crop

UNIT 2 north fields



UNIT 2 south fields

