Call to Order

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

Minutes
Discuss and decide on meeting minutes.

Discuss contract for services between Linn County and GeoTREE, a division of the University of Northern Iowa, to provide services to enhance and update Linn County’s Planimetric GIS dataset.

Discuss a proposed Farm Lease Agreement between Linn County as Owner, and Picket Fence Family Farms as Operators, for a portion of the property commonly known as the Dows Farm.

Discuss the use of the Fillmore Building as an emergency winter overflow shelter.

Approve Class C Liquor License for the Cedar Rapids Lighthouse Inn retroactive to Sept. 12, 2019, noting all conditions have been met.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations
Discuss and decide on Employment Change Roster (payroll authorizations).

Claims
Discuss and decide on claims.

Correspondence

Public Comment

Appointments

Closed Session
The Board will enter into closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
## Contract for Services

**Service Provider:** University of Northern Iowa, henceforth “UNI GeoTREE”  
**Receiving Institution/Organization Name:** Linn County, henceforth “Sponsor”

<table>
<thead>
<tr>
<th>Contract Number: 6038-21-0855</th>
<th>Project Cost: $ 9,990</th>
<th>Source $ Federal?</th>
<th>No ☒</th>
<th>CFDA#:</th>
</tr>
</thead>
</table>

### Sponsor Contacts:

**Technical:** Jason Siebrecht, GIS Manager  
**Invoicing:** IT/GIS, 1240 26TH Ave. Court SW | Cedar Rapids, IA 52404  
Ph: 319-892-5275, Jason.Siebrecht@linncounty.org

### UNI-GeoTree Center Contacts:

**Technical:** John DeGroote, Director GeoTREE, Geography Department, University of Northern Iowa, ITT 214, Cedar Falls, IA 50614. john.degroote@uni.edu, 319-273-6158  
**Invoicing:** Donna Uhlenhopp, 319-273-7054 or donna.uhlenhopp@uni.edu  
**Contracting:** Tolif Hunt, 319-273-3217 or tolif.hunt@uni.edu  
**Check and Payments to:** University of Northern Iowa, Attn. Cashier, Office of Business Operations, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008

### Period of Performance:

Start Date: September 2, 2019  
End Date: June 30, 2020

### Project Title:

Linn County Planimetric Geo-Enrichment and LiDAR Derived Products

### Financial Terms:

- Cost Reimbursable (all budget changes require Sponsor approval)  
- Firm Fixed Price Deliverables Based  
- X Firm Fixed Price Unit Based  
- Other (describe):  
- Travel priced and paid separately from fixed price quote

### Terms and Conditions

1. **General Statement:** This Contract for Services, henceforth referred to as “Contract”, is between UNI-GeoTREE and Sponsor to complete the scope of work provided in Attachment 1. In performing the stated scope of work UNI-GeoTREE shall operate as an independent entity and not an employee or agent of Sponsor. UNI-GeoTREE shall not subcontract any aspects of the project without prior written approval by Sponsor.

2. **Invoicing & Payments:** Sponsor shall pay UNI-GeoTREE an amount not to exceed the Project Cost identified in the second line of this Contract for the services identified in Attachment 1 according to the generally accepted terms of the contract type identified in the Financial Terms section above. Payments will be made based on UNI-GeoTREE standard invoice template. A final invoice marked “Final” will be submitted to Sponsor no later than 90 days after the end date of this Contract. Sponsor shall include a copy of the invoice with payment.

3. **Allowable Costs:** Allowable costs and expenditures shall follow UNI-GeoTREE’s financial acquisition and expensing policies and shall not be in violation of applicable Iowa Code and the Iowa Administrative Code. No costs shall be incurred under this Contract prior to the start date or after the end date of this Contract.

4. **UNI-GeoTREE Internal Financial Controls:** UNI-GeoTREE hereby certifies that it has financial internal controls in place that ensure industry applicable regulatory compliance and adherence to industry standard cost accounting systems.

5. **Technical Reporting:** Matters concerning UNI-GeoTREE technical performance should be directed to the UNI-GeoTREE Technical Contact as shown on Page 1 of this Contract. Reporting intervals and formatting requirements, if applicable, shall be described in Attachment 1.
6. **Administrative Requests**: Changes to the terms and conditions of this Contract must be done so via bilaterally agreed upon written amendment.

7. **Indemnification**: Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, and agents to the extent allowed by law.

8. **Copyright**: All copyrightable materials developed during the implementation of this contract’s scope of work, such as but not limited to audiovisuals, computer programs, software, publications, curricula, research materials, training materials, etc. shall be vested with UNI-GeoTREE. Sponsor is hereby granted a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use copyrighted materials for the Sponsor’s normal business operations.

9. **Intellectual Property**: Title to all intellectual property developed during and resulting from the work performed under this Contract shall be owned by UNI-GeoTREE. Sponsor is hereby granted royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use intellectual property resulting from work performed under this Contract for Sponsor’s normal business and/or operating purposes.

10. **Confidentiality**: For the purpose of implementing this Contract either party (Discloser) may disclose information to the other party (Receiver) it considers confidential. Any exchange of confidential information must be declared in writing by Discloser to Receiver as being confidential and if special protections are deemed necessary to protect such confidential information Discloser shall indicate such conditions in writing to Receiver at the time of disclosure.

11. **Publicity, Publication, Presentation, Data Usage, and Information Dissemination**: Sponsor shall have the right to publish, present, advertise, or otherwise make publicly available the work conducted, data collected, outcomes derived, or any other element contained within or inferred to by this Contract’s scope of work in carrying out the Sponsor’s normal business operations.

12. **Termination**: Either party may terminate this Contract with thirty days written notice.

13. **Special Conditions**: In addition to the above terms and conditions certain special conditions, flow through conditions, and other stipulations may apply per Attachment 1.

14. [Left Blank]

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By an Authorized Official of UNI-GeoTREE

Tolif R. Hunt

___________ Date

Director, Office of Research & Sponsored Programs

Title

By an Authorized Official of Sponsor:

Name & Signature

___________ Date

Title
Background and Purpose:
The Linn County GIS Department would like to continue to build upon planimetric (building outlines, edge of roads, driveways, etc.) database development that the UNI GeoTREE Center worked on in 2018-19 and to collaborate on the development of products from topographic data. The planimetric data were originally created by a consultant but was delivered in an incomplete state (example in Figure 1). Linn County formed a collaboration with the UNI GeoTREE Center in 2018 and students in GeoTREE created >22,000 new polygon features in the planimetric feature class of the Linn County enterprise geodatabase. The GeoTREE Center made excellent progress but did not complete the digitization of the entire county (see Figure 2 for areas completed and still to finish). This project will lead to completion of that effort. The City of Marion needs to be completed while the northern third of the county also needs to be completed although these areas are very rural.

Figure 1: An example section of Linn County planimetric data. In this example the consultant left several parking lots un-digitized.
Figure 2: Selected PLSS Section polygons that intersect polygons created by UNI GeoTREE students. Those highlighted in blue are where digitization is complete.

In the last year, the UNI GeoTREE Center also began development of workflows for leveraging the Linn County’s detailed Light Detection and Ranging (LiDAR) topographic data. This project proposes continued development of these workflows leading to the development of new value-added products that will be useful for various purposes for Linn County.

Specifications:
The GeoTREE Center will use imagery and editable feature services from Linn County GIS to complete digitize features that were not included in the original geodatabase feature creation and to enrich the data by improving
attributes of polygon features (e.g. surface of parking lot). Specifically the GeoTREE Center will complete the steps below for the remaining northern one-third of the county and for within the City of Marion. This will provide a baseline complete Planimetric database that Linn County can improve in the future.

- Collect and properly attribute new features using 2017 imagery at a 1”=100’ scale or greater. Examples of new features that will be captured include:
  - Decks/Patios
  - Parking lots
  - Silos/Grain bins
  - Pools (public/private)

- Locate and digitize features missed in the original consultant digitizing including features such as
  - Buildings
  - Edge of roads
  - Driveways
  - Sidewalks

In addition, the UNI GeoTREE Center will work to finalize geoprocessing/analysis workflows for processing LiDAR data into useful derived products for Linn County. A brief description of the workflows and resulting products is described below:

- Using LiDAR point cloud data and imagery the UNI GeoTREE Center will develop 3D multi-patch feature classes of approximately 15 Linn County government buildings and will include attributes for each building (e.g. name of building, address, offices, services, etc.). An example of a 3D model (Linn County Community Services Building) published in a web scene is shown below. The final product of this activity will be a publicly available web application in which a user will be able to see all Linn County government buildings in a realistic view and will be able to easily navigate to individual buildings. The user will be able to choose any building to see information about services, offices, hours, etc. located in those buildings.

![Figure 3: An example web scene with a 3D model of the Linn County Community Services Building](image)

- The UNI GeoTREE Center will carry out solar radiation modeling for the entire county and develop an app to provide the public with access to the modeled results. The end product will be a web application in which a user could examine any building or area in the county and see the potential for the solar radiation there. An example application that the UNI GeoTREE Center will use as a guide (Figure 4) is at [https://stlouispark.maps.arcgis.com/apps/PublicInformation/index.html?appid=35c5b2d0802e455caf1096aa2229aa7](https://stlouispark.maps.arcgis.com/apps/PublicInformation/index.html?appid=35c5b2d0802e455caf1096aa2229aa7). The UNI GeoTREE Center has already developed much of the workflow for processing the LiDAR data (see Figure 5 for an example) and running the ArcGIS Area Solar Radiation tool. They will complete modeling for all of Linn County at a resolution of 2x2 ft. They will then develop a web mapping...
application displaying this modeled solar radiation data in an easy to understand format (i.e. summary analysis for buildings and user’s area of interest) similar to the one for St. Louis Park, MN mentioned above. This application will aid solar developers, business and home owners, as well as programs such as Grow Solar Linn County. The products coming out of this strand will be

- Digital Surface Model (DSM) rasters at a 2x2 ft resolution. This product is developed as an intermediate step going from raw LiDAR point clouds to the modeled solar radiation.
- Modeled solar radiation rasters at 2x2 ft resolution.
- A public facing web mapping application for displaying solar radiation potential for all of Linn County.

Figure 4: An example solar site suitability application from St. Louis Park, MN. This project will result in a comparable application for Linn County.
Figure 5: An area of Linn County modeled solar radiation from LiDAR data. Darker areas mean low solar radiation and lighter areas higher solar radiation.

Deliverables and Timeline:

The GeoTREE Center will complete all work by early June 2020 in order to provide time for close out of the project in advance of the end of the fiscal year.

The final product deliverables will be:

- Complete planimetric database update for Linn County
- A publicly available 3D web application with ~ 15 Linn County government buildings displayed along with relevant attributes such as offices, services, hours, etc.
  - Also geodatabase with 3D multi-patch feature classes
- A publicly available solar radiation potential web mapping application
  - Also the DSM and solar radiation raster data

The GeoTREE student workers will be editing through an editable feature service resulting in real-time update of the Linn County geodatabase planimetric features. Thus, the Linn County GIS Department will have the ability to track progress and review the edits carried out by the GeoTREE Center. It is envisioned that the complete update of the planimetric features will take place by end of 2019 or beginning of 2020 (i.e. February). The development of
the government building 3D multi-patch feature class will take place in fall of 2019 with development of the web 3D application completed by spring of 2020. The completion of the solar radiation modeling will take place in fall of 2019 with development of the solar radiation potential web mapping application completed by spring of 2020.

The Linn County GIS Department will review progress during the course of the year and on-going discussions will take place between they and the GeoTREE Center to calibrate the work.

**GeoTREE Experience and Qualifications**
The GeoTREE Center has extensive experience working on a variety of GIS projects for a variety of collaborators and funders including Linn County, the City of Waterloo, Iowa Department of Natural Resources, Iowa Department of Agriculture and Land Stewardship, Iowa Economic Development Authority, as well as many others.

**Budget:**
This project is proposed with a not to exceed amount of $10,000. The GeoTREE Center will charge based on their published hourly rate ($20/hour, $30/hour), travel to one meeting in Cedar Rapids, and UNI indirect costs. Below are estimated maximum expenses through June 30, 2020.

- Travel and supplies = $250
- Digitizing/database development hourly charge = 330 hours * $20/hour = $6600
- Development of LIDAR data products = 80 hours @ $30/hour = $2400
- UNI Indirect Costs = 9,250 * 1.08 = $740
- Total = $9,990

**Payment:**
UNI will invoice quarterly or monthly.

Make check payable to: University of Northern Iowa

Mail copy of invoice and payment to:

**UNI Office of Business Operations - Cashier**
University of Northern Iowa
103 Gilchrist
Cedar Falls, IA 50614-0008
FARM LEASE AGREEMENT

This Lease Agreement is made and entered into this _______ day of ____________________, 2019, by and between

OWNER: Linn County, Iowa
935 Second Street SW
Cedar Rapids, IA 52404

OPERATORS: Picket Fence Family Farms, LLC
2830 Brandon Court
Marion, IA 52302

Robert Carson
2830 Brandon Court
Marion, IA 52302

THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF FARM

The Owner, in consideration of the terms specified herein, leases to the Operators for agricultural purposes the following described property (Real Estate):

That part of the NE ¼ lying E-ly of the Public Highway Section 17-83-6, Linn County, Iowa, described as follows: Beginning at a point 12 chains and 62 links East of the SW corner of said NE ¼; thence East 12 chains and 64 links; thence North 24 chains; thence West 12 chains and 63 links; thence South 24 chains to the point of beginning; excepting therefrom that part of a parcel described in a Warranty Deed filed December 11, 1981, in Vol. 1821, Page 39 in the Office of the Linn County, Iowa Recorder; and,
N ½ SW ¼ NE ¼ and S ½ SW ¼ NE ¼, Section 20-83-6, Linn County, Iowa (Tax Parcels 15201-51001-00000 and 15201-51002-00000); and,
W ½ NW ¼ SE ¼ and E ½ NW ¼ SE ¼, Section 20-83-6, Linn County, Iowa (Tax Parcels 15-204-26001-00000 and 15204-26002-00000); and,
E ½ SE ¼, Section 20-83-6, Linn County, Iowa (Tax Parcels 15204-01001-00000 and 15204-76001-00000); and,
SW ¼ SE ¼ Section 20-83-6, Linn County, Iowa, except that part lying west of the roadway, and further excepting that part described as follows: Commencing as a point of reference at the SW corner of the SE ¼ of said Section 20, thence due East (the south line of the SE ¼ of said Section 20 is assumed due East and West) 247.50 feet along the South line of the SE ¼ of said Section 20 to the point of beginning of the parcel herein described; thence due East 660 feet along the South line of the SE ¼ of said Section 20 to a point; thence North 0° 51’ West 742.50 feet to a point; thence due West 660.0 feet to a point on the centerline of the public road; thence South 0° 51’ East 742.50 feet along the centerline of the public road to the point of beginning, subject to the public highways (Tax Parcel 15204-51001-00000).

The Real Estate is located in Marion Township, Linn County, Iowa and contains 79.4 tillable acres, 14.43 acres of hayland, and 85.68 acres of pasture, more or less, including all buildings, and is subject to all easements now existing or which the Owner may grant in the future.

Easement damage payments for crop loss are subject to the rights of the Operator in accordance with the crop division terms of this lease. In case any portion of the above described real estate is required for public use and is taken by condemnation or otherwise, the proceeds shall go to the Owner. If growing crops are damaged, the Operators’ share of the value of the same shall go to the Operators.
For conservation plan and government program purposes, the above referenced real estate shall be identified using USDA Farm Service Agency designations with all described property in Section 20 being referred to as Farm 7395, Tract 3322, unless designated differently by the USDA Farm Service Agency at some point in the future, at which time any changes will be amended to this document.

2. TERM OF LEASE
The term of this lease shall be for one year, beginning March 1, 2020. After expiration of the initial term, the lease shall continue from year to year, unless terminated by a separate written agreement or by statutory termination notice served by either party on or before September 1, as directed by Iowa law, effective the following March 1.

3. LAND USE AND CONSERVATION PLAN REQUIREMENTS
Operator agrees to use the described real estate in Tract 3322 for agricultural purposes and to cultivate and otherwise operate the real estate in a reasonable manner in accordance with generally recognized, and approved agricultural practices. The Operator shall adhere to an approved Conservation Plan(s), by this reference made part of this lease agreement, a cropping program, and shall utilize conservation practices as specified by Owner that meet requirements set forth by the USDA Natural Resources Conservation Service (NRCS). The Operator shall implement the Conservation Plan(s) for the leased real estate developed by the NRCS or representative thereof and approved by the Linn Soil and Water Conservation District. Changes thereto may be made only with the consent of the Owner. The Owner and NRCS or representative thereof may grant approval to deviate from the Conservation Plan and excuse the Operator’s failure to adhere to the Conservation Plan, insofar as NRCS or representative has approved deviation. Such approved deviation does not act as a waiver of any other provision of this lease agreement.

At minimum, but not limited to, the following NRCS conservation standards as detailed in the Iowa NRCS Field Office Technical Guide shall be utilized for implementation of the Conservation Plan:

- Nutrient Management (590)
- Conservation Crop Rotation (328)
- Critical Area Planting (342) and/or Grassed Waterway (412)
- Residue and Tillage Management, No-Till (329)
- Contour Farming (330)
- Cover Crop (340)

As directed by the Owner, and through consultation with NRCS or representative thereof, the following agricultural practices are considered components of this lease agreement:

- No-Till farming on all grain crop acres.
- No fall application of commercial or livestock waste fertilizers.
- Use fall cover crop seeding systems approved by NRCS or representative thereof, a minimum of one year in a two-year row cropping sequence or on all corn acres being rotated to soybeans to improve soil health and limit impacts on adjoining water resources
- Use of variable rate technologies for the purposes of nutrient application.
- Use of guidelines for soil testing, crop nutrient removal and application rates, and nitrogen credits as described in current Iowa State University Extension Publications.

Operators will not receive a refund for fertilizer carryover at the end of this lease.

Operators agree not to plant soybeans following soybeans on the farm, not to moldboard plow, and to leave crop residue on the surface for conservation purposes and as winter cover for wildlife.
Operators agree to implement a pest management plan that minimizes the risk of offsite movement of commercial herbicides and insecticides applied to agricultural row crops. No more than -1/4# dry or 1 quart liquid Atrazine per acre per year may be applied.

The written Conservation Plan is on file with the Linn County Soil and Water Conservation District. The plan is available to the Owner and/or Operators upon request and the Operators shall follow the plan unless otherwise directed.

Operators shall maintain all other conservation compliance requirements necessary to qualify current and future farm operators to participate in federal farm programs, including, but not limited to subsidized crop insurance.

4. CASH RENT
The Operators agree to pay the Owner cash rent for the use of part or all or part of the Real Estate as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cropland</td>
<td>$20,247.00</td>
</tr>
<tr>
<td>Hayland</td>
<td>$ 1,010.10</td>
</tr>
<tr>
<td>Pasture and Barn</td>
<td>$ 3,627.20</td>
</tr>
<tr>
<td><strong>Total annual rent</strong></td>
<td><strong>$24,884.30</strong></td>
</tr>
</tbody>
</table>

The cash rent shall be due and payable as follows:

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1</td>
<td>$12,442.15</td>
</tr>
<tr>
<td>November</td>
<td>$12,442.15</td>
</tr>
</tbody>
</table>

In the event rent is not paid in full when due, the Operators agree to pay interest on the amount of the unpaid rent at the rate of 15% annual percentage rate (APR) from the due date until paid.

All cash rent is payable to Linn County Treasurer and shall mailed or delivered to the Owner at:
Linn County Board of Supervisors
935 Second Street SW
Cedar Rapids, IA  52404

Cover Crop Installation Allowance. It is the responsibility of the operators to identify and apply for federal, state or other programs that in part or fully reimburse the Operators for cover crop installation costs incurred on all acres being seeded to fall cover crops. In the absence of funding and upon certification of cover crop seeding by NRCS or representative thereof, the Owner shall reduce the final cash rent payoff by $20/acre for all acres seeded to cover crop.

Government Program (FSA) Average Crop Revenue payments will be 100% payable to the Operator(s). All other payments from the Commodity Credit Corporation, including diversion and cost share, will be 100% payable to the Operator(s).

Conservation Stewardship Program. The Agricultural Act of 2014 includes a Conservation Stewardship Program whereby the Owner and/or the Operators may be eligible to receive a payment for conservation practices. Whether or not to participate in this program is the Owner's option. Payments under this program will be shared 0% by the Owner and 100% by the Operators. Participation in this program requires mutual agreement between Owner and Operators and a mutual agreement on payment sharing. Operators shall not receive any payments under the Conservation Stewardship Program beyond the term of this lease or any extension thereof.
Operators agree to assign interest in this program and all future payments to the Owner at the conclusion of this lease or extension of this lease thereof.

Operators shall carry Revenue Protection on corn and soybeans sufficient to guarantee a minimum of 75 percent of the yield and 100 percent of the price respectively on the herein described property, and shall pay premiums for said protection.

5. OPERATORS DUTIES AND CONDITIONS
The Operators agree to:

a. Operate the farm in an efficient and workmanlike manner and possess, at Operators’ expense, the essential farm machinery needed to operate the farm.

b. Destroy and/or control the spread of all noxious and invasive weed species in fields, fencerows, internal road ditches, building lots, and all areas of the farm by mowing or spraying in accordance with state licensing, with 2, 4-D or other approved herbicide.

c. Protect all desirable vegetation such as grass, field borders, grass waterways, shrubs, and trees, and not to plow or otherwise disturb permanent vegetation without the consent of the Owner.

d. Keep the premises in as good condition as reasonable use will permit.

e. Perform labor necessary in making minor repairs and improvements.

f. Perform labor necessary to repair fences damaged by Operators.

g. Remove no forage or crop residues, including straw and stalks grown on the farm, nor sell or burn said material except by written permission of the Owner.

h. Walk or spray all soybean fields for control of post-emergence weeds.

i. Cut legume hay no later than September 10.

j. Furnish labor and supervise the drying and storage of all crops grown on the farm.

k. Assist with erosion control and maintenance, and establishment of grass waterways in areas of concentrated flow.

l. Incur no expense for or on the Owner’s account without first obtaining the Owner’s consent.

m. Permit no livestock to trample soft fields and overgraze pasture areas, or allow hogs to root in fields or lots.

n. Investigate broken or inoperative tile, report the condition of said tile to the Owner, and provide labor for minor repairs to broken or inoperative tile, and keep intakes and outlets open.

o. Comply with all insurance safety requirements or regulations to help safeguard the Owner’s insurance coverage

p. Notify the Owner, by telephone or in writing, within 24 hours of damage to crops, buildings, or improvements from or by any natural or man-made disaster.
q. Carry minimum insurance limits and coverages as follows: (1) Worker's Compensation Insurance and Employer's Liability as required by State and Federal law; (2) Farmers Comprehensive General Liability and/or umbrella liability coverage with respect to the Operator's use and occupancy of the premises, products, and completed operations with bodily injury and property damage liability limits of not less than $1,000,000 per occurrence, $1,000,000 annual aggregate; (3) Automobile Bodily Injury and Property Damage Liability on all owned, non-owned, hired, or leased automotive equipment in conjunction with operations, in amounts not less than $300,000 per occurrence. As evidence to the above, the Operators shall provide the Owner with certificates of insurance on an annual basis or within 30 days of the date of this lease agreement.

r. Participate, at the option of the Owner, in any offered local, state, or federal programs for crop production control, soil conservation, soil health, water quality, or range improvement, and to observe the terms and conditions of said program. The Operators agree to preserve cropland acreage bases allowed under USDA Farm Program provisions by planting, certifying, and maintaining the allowable program crops and/or set-aside acres. The Operators shall not be allowed to combine the parcel(s) subject to this lease with another farm unit for government program purposes without written permission from the Owner. Operators agree to fully comply with and implement the NRCS plan that is of record on the farm subject to this lease. If it is impracticable in any year, from causes beyond the Operator’s control to fulfill the terms and conditions of the Conservation Plan appropriate adjustments will be made by mutual agreement between the parties. Any such adjustment shall be in writing and signed by all parties. Adjustments to this plan shall not affect any of the remaining provisions of this lease. In the event the Operators fail to comply with or implement the Conservation Plan, or cause the FSA acreage bases to decrease, Operators shall pay the Owner damages to be determined and the lease shall be null and void immediately.

s. Jointly share, between the Owner and Operators, all data obtained through global positioning regarding the farm subject to this lease. Costs of soil tests will be shared 0% by the Owner and 100% by the Operators. Copies of all soil test reports shall be provided to the Owner.

t. The Operators agree to furnish receipts for all expenses and sales pertaining to the farm business, The Owner shall reconcile the division of crops, account for inventories from time to time, make periodic income or expense settlements, and receive from the Operators information required to make an annual accounting of all Owner-Operator business transactions. The method used for dividing the accounting for the harvested grain shall be a customary method and approved by the Owner.

u. Comply with local, state, and federal laws and regulations pertaining to groundwater contamination and hazardous waste storage or disposal, and follow label directions in the handling and application of all chemicals used on the premises.

v. Furnish to the Owner a crop plat of seed, chemicals, and fertilizer applied. Chemical information shall include all requirements for reporting restricted use pesticides

w. Pay all electrical bills.

6. ADDITIONAL AGREEMENTS
a. Mineral Rights. The Owner reserves all rights to any minerals on or underlying the farm.

b. Water Supply. The Owner make no guarantee, either express or implied, for a continuous and adequate water supply.
c. Owner’s Lien, Operators grant to Owner, in addition to a statutory Landlord’s Lien, a security interest, as provided in the Iowa Uniform Commercial Code, and a contractual lien on all Operator’s exempt and non-exempt personal property kept or used on the described farm including, but not limited to, all crops growing or grown on the farm, 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, as security for all sums due or which will become due from Operator to Owner. At Owner’s request, Operators shall provide Owner with a list of potential buyers for the crops grown on the farm and shall sign financing statements prepared by Owner to perfect Owner’s liens and security interests.

d. Yielding Possession. The Operators agree that, on termination of this lease, Operators will yield possession to the Owner without further demand or notice. The premises shall be in as good of order and condition as when the same were entered by the Operators. Loss by fire, tornado, forces beyond the Operator’s control, and ordinary wear and tear are expected. If the Operators wrongfully withhold possession of the premises after the date of termination, Operators shall pay to the Owner, as liquidated damages, the sum of $200.00 for each day Operators remain in possession thereafter.

e. Removal of Portable Buildings. The Operators shall have the right to remove from the real estate any portable buildings that Operators placed upon the farm at Operator’s own expense. Such removal must be done at termination of the lease unless additional time is granted in writing by the Owner. The Owner shall in no way be responsible for property owned by the Operators. If Operators fail to remove such property, it shall be considered abandoned, and the Operators shall claim no further interest in it, except by written agreement between Owner and Operators.

f. Release of Recovery Rights, All parties hereby release the other from claims for recovery for any loss or damage to any property owned by any party which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. The parties further agree that the waiver shall apply only when permitted by the applicable policy of insurance.

g. Environmental Provisions, Operators will operate the real estate in strict conformity with the provisions of all applicable local, state, and federal environmental laws and regulations and will apply all appropriate practices for the protection of onsite and offsite soil, water, air, plant and animal resources. All hazardous, toxic materials or agricultural chemicals will be transported, stored, handled, applied and properly disposed of as required by law, including the acquisition of any required pesticide applicators license, and the maintenance of all pesticide application records as required by state or federal law, including the Workers Protection Standard. Operators will notify the Owner immediately of any conditions on the real estate that may not be in compliance with applicable laws or regulations. The Operators have a sound working knowledge of the soil and water conservation practices to be used on the real estate in the performance of this Agreement. The Operators have a sound working knowledge of the federal, state and local environmental laws and regulations relevant to the performance of this Agreement. The Operators will, upon request of the Owner’s Agent complete and return an environmental questionnaire. The Operators will indemnify, defend and hold harmless, the Owner and Owner’s Agent, against any loss or damages arising by reason of the Operator’s failure to comply with the environmental and conservation compliance provisions of this Agreement. The Operators agree that the indemnification agreements contained herein will survive the termination or cancellation of the agreement.
h. The Owner reserves all hunting, trapping, and fishing rights.

7. RIGHT OF ENTRY
The Owner reserves the right to enter the premises at any reasonable time to inspect the real estate, and to work and make improvements as the Owner deems necessary. Upon notice of lease termination, the Operators agree to permit the Owner or the Owner’s lessee or agent to enter the real estate to perform customary tillage and operations on any land from which the current grain crops have been harvested, and on any hay ground after November 1.

8. TRANSFER OF INTEREST
The Operators agree not to assign or sublease any part of the real estate without written consent of the Owner. The lease shall be binding upon the heirs, assignees, or successors in interest of the respective parties hereto.

9. VIOLATION OF TERMS OF LEASE
If the Operators violate the terms of this lease, the Owner shall have the right to pursue the legal and equitable remedies to which entitled. Operator’s failure to pay any rent when due shall cause unpaid rent to become immediately due and payable, without any notice to or demand upon Operators. A violation of this provision (the Land Use or Conservation Section of the lease) is considered a material and irreparable breach and may, at the discretion of Owner, result in immediate termination of this lease contract.

Upon written notice of such termination, Operators shall immediately surrender possession of the property to Owner.

10. LIMIT OF LIABILITY
The Owner makes no guarantee of the farm's productivity and assumes no liability for any condition, visible or not, which may affect the growing crops. The Operators agree to indemnify, defend, and hold the Owner harmless against any loss or damage arising from the Operator’s failure to comply with the environmental and conservation compliance provisions of the lease. The Operators agree to accept the described property as is and shall not hold the Owner responsible for any condition, visible or not, of the described property.

11. ATTORNEY FEES AND COURT COSTS
If any 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.

12. INDEMNIFICATION
The Operators shall indemnify, defend, and hold harmless the Owner from all costs, losses, liabilities, claims, penalties, or expenses (including reasonable attorney's fees), imposed upon or incurred by or asserted against Owner by reason of: (a) any failure on part of Operators to perform or comply with any of the terms of the Lease; (b) any enforcement or remedial actions taken by Owner in the event of a failure to perform or comply with the terms of this lease; or (c) any litigation, negotiation, or transaction in which Owner becomes involved or concerned (without Owner’s fault) respecting the lease, the leased premises, or the use or occupancy thereof by the Operators.

13. OTHER PROVISIONS
It is understood and agreed that this lease agreement is not a partnership agreement. No party to this lease agreement shall mortgage or otherwise encumber jointly owned or co-owned property, nor pledge the credit of the other party(ies) hereto for any purpose whatsoever without the consent of the other party(ies).

Other provisions to this lease agreement: None
It is further understood that both parties have read the terms and provisions of this lease agreement and have agreed to abide by the terms and provisions herein.

14. SEVERABILITY
If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, we affix our signatures this ______________ day of______________, 2019.

OWNER
LINN COUNTY, IOWA

OPERATOR
CARSON FARMS, LLC

OPERATOR
PICKET FENCE FAMILY FARMS, LLC

_________________________  _________________________  _________________________
Stacey Walker, Chairperson  By: Robert J. Carson  By: Gregory Carson
Board of Supervisors
935 2ND ST. SW
Cedar Rapids, IA  52404
Telephone: 319-892-5000

_________________________  _________________________  _________________________
Robert J. Carson, personally  Robert J. Carson, personally
Gregory Carson, personally

_________________________
Cynthia S. Carson, personally

Tax ID # 11-3802973

2830 Brandon Court
Marion, IA  52302
Telephone:  319-377-9559
Pesticide Applicator License #: PI 7C9406
Expiration Date: 12-31-2020