

## CASH FARM LEASE

THIS AGREEMENT entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Cloud County, Kansas, a municipal corporation, (hereinafter referred to as “landlord”) and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as “tenant”).

### I. PROPERTY DESCRIPTION

The landlord hereby lease to the tenant to occupy and use for agricultural and related purposes, the following described property:

East Half (E ½) of the West Half (W ½) of the Northwest Quarter (NW1/4) and the East Half (E ½)) of the Northwest Quarter (NW ¼) of Section Twenty-Nine (29), Township Six (6) South, Range Three (3) West of the 6<sup>th</sup> P.M. in Cloud County, Kansas, with all improvements thereon, consisting of approximately 57 acres of hay land and 54 acres of crop land.

### II. GENERAL TERMS OF LEASE

A. Time period covered. The provisions for this agreement shall be in effect as follows:

For approximately 57 acres of hay land and approximately 54 acres of crop land – a period beginning March 1, 2024, and ending on March 1, 2028.

B. Transfer of property. If the landlord should sell or otherwise transfer title to the property, such action will be done subject to the provisions of the lease.

C. Right to entry. The landlord, as well as agents and employees of the landlord, reserve the right to enter the property at any time to:

- a) consult with the tenant;
- b) make reasonable repairs, improvements, and inspections;
- c) do tillage, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations.

- D. No right to sublease. The landlord does not convey to the tenant the right to lease or sublet any part of the property or to assign the lease to any person or persons whomsoever.
- E. Binding on heirs. The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of the tenant.
- F. Landlord's lien for rent and performance. (For crop land), the landlord's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the tenant fails to pay the rent due or fails to keep the agreements of the lease, all costs and attorney fees of the landlord in enforcing collection or performance shall be added to and become a part of the obligation payable by the tenant hereunder.

### III. MINIMUM INSURANCE

- A. Prior to commencement of work, and throughout the duration of the contract, the tenant will procure and maintain the following insurance:
  - 1. Commercial General Liability Insurance, or its equivalent with limits not less than \$1 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be endorsed to state that it is primary and shall not contribute with any insurance or self-insurance maintained by COUNTY. Such insurance shall also be endorsed to designate COUNTY, its elected and appointed officials, agents, employees and volunteers as additional insureds.

2. The tenant shall immediately notify COUNTY of cancellation or non-renewal.
3. Prior to commencement of lease and annually for a period of \_\_\_\_\_ years after the lease is completed, the tenant shall furnish COUNTY with certificates and specified endorsements evidencing compliance with these insurance requirements. The tenant agrees to provide complete, certified copies of all required insurance policies if requested by COUNTY.

#### IV. LAND USE

- A. General provisions. The land described in Section I will be used in the following manner. If it is impractical to follow such a land use plan, appropriate adjustments will be made by mutual written agreement between the parties.
  1. For hay land. Approximately 57 acres.
  2. For crop land. Approximately 54 acres.
  3. No livestock shall be allowed to graze on any county leased land.
  4. Approximately 54 acres of crop land must remain seeded grain crop. No perennial crops (ex. alfalfa) shall be planted.
  5. Approximately 57 acres of hay land shall remain hay land. No plowing on pasture or hay land.
  6. Hunting and recreational rights remain with Cloud County.
  7. Tenant agrees to remove the hay immediately (no longer than 2 weeks) after it has been baled, weather permitting.
- B. Government programs. The right to participation in government programs and all benefits therein shall be assigned to the tenant.
- C. The landlord reserves the right to use any of the leased property for county purposes. If additional land is used by the county the tenant will be compensated by refunding a proportionate share of the cash

rent and the county will pay the expenses actually incurred by the tenant on the additional property used by the county.

V. CASH RENT

- A. The tenant agrees to pay annually \$\_\_\_\_\_ cash rent for the use of the property. (\$\_\_\_\_\_/acre for crop land; \$\_\_\_\_\_/acre for hay land).
- B. Payment of cash rent. The tenant agrees to pay cash rent on or before March 1 for five consecutive years. Said cash rent shall be due on or before the following dates: March 1, 2024, March 1, 2025, March 1, 2026, March 1, 2027, March 1, 2028.

VI. OPERATION AND MAINTENANCE

The tenant agrees:

- A. General maintenance. To provide the labor necessary to maintain the land and its improvements during the rental period is as good condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the tenant's control are expected.
- B. Land use. Not to: a) plow pasture or hay land, b) cut live trees for sale or personal use, or c) pasture new seedings of legumes and grasses in the year seeded without consent of the landlord.
- C. Insurance. Not to house automobiles, trucks, or tractors or other equipment without written consent of the landlord.
- D. Noxious weeds. To use diligence to prevent noxious weeds from going to seed. Treatment of the noxious weed infestation shall be responsibility of the tenant and the tenant agrees to follow all written recommendations of the Cloud County noxious weed supervisor.

- E. Chemical application of any kind shall be prohibited at times during which landlord's employees are present in the area of the property.
- F. Conservation. Control soil erosions according to an approved soil conservation plan; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures.
- G. Damages. When leaving the property, to pay the landlord reasonable compensation for any damages to the property for which the tenant is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the tenant are expected.
- H. Fences. For pasture, the tenant shall keep fences in good repair. The landlord will supply all materials for fence repair or replacement. Labor will be supplied by the tenant.

## VII. DEFAULT

In the event of the violation by the tenant of any of the terms, agreements, and conditions of this lease, which violation continues for a period of thirty (30) days following written notice thereof from landlord, which notice shall be sent to tenant's address, to-wit: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ via 1<sup>st</sup> class mail, this lease shall at the option of the landlord become null and void and landlord may have all right to re-enter the land and also to re-let the property.

- A. Landlord/tenant has the right to terminate lease with written notice 30 days prior to March 1 of any year within lease.

IN WITNESS WHEREOF, we have hereunto set out hands the day and year first above written.

\_\_\_\_\_

Chairman, on behalf of the Board of  
Cloud County Commissioners, Landlord

\_\_\_\_\_

\_\_\_\_\_, Tenant

Witnessed: \_\_\_\_\_

Shella Thoman, Cloud County, Kansas Clerk