

**Tippecanoe County Board of Commissioners  
Pasture Cash Rental Agreement**

**Section I.**

1. This lease is made this 21st day of September, 2020, by and between Tippecanoe Board of Commissioners, hereinafter called the Landlord, and Horstman Cattle Co., LLC, hereinafter called the Tenant.

2. The Landlord, in consideration of the agreement with the Tenant hereinafter set forth, hereby leases to the Tenant, to occupy and to use for agricultural purposes only, the farmland listed below:

Common Name: Tippecanoe County Farm Pasture Acres: 38.32

Farm located in Tippecanoe Township, Tippecanoe County, Indiana, located south of Harrison High School and south and west of Burnett Creek Elementary School. (See map attached as Exhibit A, the lease will be for the 38.32 acres identified as parcels 11 and 12 on the map.)

3. This lease shall become effective on the 1st day of September, 2020, and shall continue in force until the 31st day of August 2023. This lease shall NOT automatically renew without a jointly signed renewal.

**Section II. Land Use:**

1. Approximately 38.32 acres of the farm are available for pasture. Tenant may graze cattle on the leased property.

**Section III. Amount of Rent and Time of Payment:**

1. The tenant shall pay to the Landlord the sum of \$1,911 annual rent for the entire pasture, referred to in Section I, calculated as follows:

38.32 acres at \$50.00 per acre = \$1,911

The annual cash rent shall be paid in two installments, the first payment of \$955.50, paid on or before April 1st and the second payment of \$955.50 due November 1st during the contract years. All payments shall be due at the Landlord's office located at the County Commissioners Office, 20 North 3rd Street, Lafayette, IN 47901. (Phone: 423-9215.) Any unpaid rent shall bear interest at the rate of 5 percent per annum from the date due until paid. All rent due shall be paid in full before the Tenant removes his personal property from the farm at the termination of this lease.

**Section IV. Landlord Responsibilities**

The Landlord agrees to:

1. Furnish the land.

2. Pay all the taxes and the assessments against the real estate, all taxes on the Landlord's personal property on the farm, and premiums for the insurance carried on the farm buildings, if any.
3. Furnish all materials for the repair, improvement and construction of drains, fences and outbuildings on the farmland as deemed necessary in the Landlord's opinion.
4. Provide the labor for making all major improvements and major repairs on drains and out buildings on the farm. Minor drainage repair and maintenance are duties of the Tenant.

### **Section V. Tenant Responsibilities**

The Tenant agrees to:

1. Provide labor for the repair of fences.
2. Provide and supervise supply of water to livestock.
3. Provide salt and minerals.
4. Return stray animals to pasture.
5. Not pasture livestock known to be breachy.
6. Furnish all labor, power, machinery and movable equipment and all operation and maintenance expenses therefore to operate the pasture.
7. Cut the weeds in lots, fence rows and along roads whenever necessary to prevent re-seeding. Mow untilled areas at least once each year when it is most effective to destroy weeds and other undesirable plants.
8. Follow generally recommended and agreed upon practices in planting to prevent excessive loss of soil and water through sheet erosion. Maintain grass waterways and control gullies in their early stages.
9. At Tenant's sole expense, provide fertilizer sufficient to maintain or increase the fertility of the soil.
8. Neither assign this lease to any person or persons nor sublet any part of the real estate for any purpose without the written consent of the Landlord.
9. Sow, without cost to the Landlord, all grass, legume or legume-grass sod crop seed.
10. Yield peaceable possession of the farm at the termination of this lease.

11. Provide Landlord with a Certificate of Insurance showing evidence of general liability coverage of at least \$1 million per acre occurrence.

12. Follow all practices required by the Farm Services Agency and other regulations that are applicable to these acres.

**Section VI. Rights and Privileges**

1. The Landlord, or anyone designated by him, shall have the right of entry at any mutually convenient time to inspect his property and/or farming methods being used.

2. The Landlord's representative, unless otherwise designated, shall be any of the three elected County Commissioners.

3. If the Tenant, in view of an approaching termination of the lease, fails to plant as necessary to maintain the pasture, the Landlord or his designated agent shall have the right of entry to perform such planting.

4. If this lease is terminated before the Tenant shall have obtained the benefits from any other labor or expense he may have made in operating the pasture, according to contract or agreement with the Landlord during the current lease years, the Landlord shall reimburse the Tenant.

**Section VII. Enforcement of Agreement**

1. Failure of either the Landlord or the Tenant to comply with the agreements set forth in this lease shall make him liable for damages to the other party. Any claim by either party for such damages shall be presented in writing to the other party at least 30 days before termination of this lease.

2. If either or both of the parties to this lease die during the term of the lease, the provisions of this lease shall be binding on the heirs, executors, administrators, and assigns of the party or parties involved.

**Section VII. Signatures**

Landlord Tippecanoe County

Tenant:

\_\_\_\_\_  
Tracy A. Brown

\_\_\_\_\_  
Horstman Cattle Co., LLC

\_\_\_\_\_  
Thomas P. Murtaugh

By: \_\_\_\_\_  
Joe Horstman, member

\_\_\_\_\_  
David S. Byers

**USDA Farm 1128 Tract 991**

Administered by: Tippecanoe County, Indiana

Map prepared on: 8/8/2014  
 186.32 Tract acres  
 108.97 Cropland acres  
 0 CRP acres

CRP  
 CLU

Wetland Determination Identifiers:

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions



Source: USDA Farm Service Agency - 2012 or 2013 (Ohio) NAIP Imagery; DHS Nov 2013 or Dynamap 2008 road names



CLU	Acres	HEL	Contract	Prac	Yr	C I
1	5.89	N	Tillable			Y
2	26.79	H	Tillable			Y
3	12.26	N	Tillable			Y
4	25.18	H	Tillable			Y
5	35.63	N	Tillable			Y
6	3.22	H	Tillable			Y
11	30.26	U	Pasture			N
12	8.06	U	Pasture			N
15	12.1	U	Pasture			N

*Tillable  
Cropland*

*108.97 acres*

*Pasture*

*50.42 acres*

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.