

Clinton County Secondary Roads

Subject: Snow Fence and Windbreak Policy

Purpose:

The purpose of this policy is to establish a procedure for selection of locations for windbreaks, process for installation, and compensation for windbreak installation.

Selection of Location:

Selection of locations for installation of windbreaks may occur in one of two ways.

1. Location is suggested by the district operator and then Engineer and/or Engineer's representative will contact landowner or tenant for request for installation.
2. The landowner or tenant may suggest a location and Engineer and/or Engineer's representative will research the location to find out if there is a necessity for an installation of a windbreak (minimum length of installation will be 100 feet).

Process for Installation:

A. Standing Corn Windbreak

The landowner/tenant will leave a minimum of eight (8) to a maximum of 24 rows of corn standing, after harvest. These rows should run parallel to the roadway and be located 200 feet from the edge of the road. The location and number of rows will be determined by the Engineer and/or Engineer's representative working with landowner/tenant from the edge of the road. The corn may be hand harvested in the fall or picked in the early spring (after April 1st).

B. Bale or Fence Windbreak

The landowner will erect a minimum height snow fence of four (4) feet at a distance 35 times the height of the fence from the edge of the roadway. In the case of bales, the landowner will place a continuous row of bales at a minimum height of six (6) feet set back 15 times the height of the bales from the edge of the roadway.

Compensation:

The County will assume an average yield of 250 bushels per acre. The County will compensate the landowner/tenant using the price per bushel from the local cooperatives on August 1st each year plus \$2.00 per bushel. Agreements will be for one year. Compensation will be issued by April 30th following the winter season.

The county will issue payment to the landowner for \$1.50 per linear foot of windbreak satisfactorily constructed. Compensation will be issued by April 30th following the winter season.

**CLINTON COUNTY
STANDING CORN WINDBREAK AGREEMENT**

County: _____

Road: _____

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between Land Owner _____, Lessor(s) and Clinton County Iowa Lessee, to establish a temporary standing corn windbreak to reduce blowing and drifting snow on the county road.

1. In order to establish and maintain a standing corn windbreak on the premises, Lessor hereby leases the area for the windbreak to the Lessee from the _____ day of _____, _____ to the 20th day of March, _____, in accord with the following terms:
2. Lessor agrees to maintain _____ rows of standing corn _____ feet long in one continuous strip.
3. Lessor agrees to the first row will be approximately 200 feet from the edge of the roadway.
4. Total lease area is _____ acres. The Lessee agrees to pay the Lessor for the value of the crop as computed on a yield of 250 bushels per acre at the rate of \$ _____ per bushel.
5. Lessee agrees to pay and Lessor agrees to accept as rent the amount of \$ _____ with payment due by April 30th after the winter season.
6. Lessor agrees to take necessary measures to prevent livestock from entering the area and other damage to the standing corn windbreak.
7. Lessee agrees to pay and Lessor agrees to accept payment of rent under this agreement as full payment for all field preparation losses or crop damage caused by the establishment or maintenance of the standing corn windbreak.
8. Upon expiration of the term of this agreement, Lessor may harvest the crop and Lessee shall have no further rights or obligations whatsoever, either to pay rent or with respect to maintenance or removal of the crop.
9. Termination Upon Notice. Following a thirty (30) day written notice, the Lessee may terminate this Agreement in whole or in part without penalty and without incurring any further obligation to the Lessor(s). Termination can be for any reason or no reason at all.
10. Additional provisions include:

Lessor

Address

City

State

ZIP Code

Clinton County Secondary Road Department

By _____
Clinton County Engineer

Date

Telephone

Clinton County

**CLINTON COUNTY
WINDBREAK AGREEMENT**

County: _____

Road: _____

Type of windbreak: Bale Fencing

THIS AGREEMENT made and entered into this _____ day of _____, A.D. 20_____, by and between Land Owner _____, Tenant _____ Lessor and Clinton County Iowa, Lessee, wishes to establish a windbreak in order to reduce snow drifting across the road and improve the safe operation of motor vehicles. In order to establish and maintain a windbreak on the premises, Lessor hereby leases a portion of the premises to the Lessee from the _____ day of _____, 20 _____ to the 15th _ day of March, 20 _____, in accord with the following terms:

1. The premises is situated along road _____ Range _____ Township _____ Section _____ County _____, State of Iowa.
2. Lessee agrees to pay Lessor a one-time payment of \$ 1.50 for each linear foot of windbreak that can be used to reduce blowing and drifting onto a state highway. Number of linear feet of windbreak _____ feet with total one-time payment of \$_____
3. Lessor agrees to take necessary measures to prevent livestock from entering the area and prevent damage to the windbreak area.
4. Lessee agrees to pay and Lesser agrees to accept payment of rent under this agreement as full payment for all field preparation losses or crop damage caused by the establishment or maintenance of the windbreak.
5. Upon expiration of the term of this agreement, Lessee shall have no further rights or obligations whatsoever, either to pay rent or with respect to maintenance.

Lessor

Address

City

State

ZIP Code

By _____
Clinton County Engineer

Date

Telephone