



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 4

9:20 a.m. Pam Simonette, Auditor-Treasurer (10 min)

RE: Farm Lease

Staff Contact:

FARM LEASE

THIS AGREEMENT, Made this 3rd day of November, 2015, by and between the County of Le Sueur, party of the first part, LESSOR, and Dave and Krista Woestehoff, party of the second part, LESSEE.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said party of the second part, the following described premises situated in the County of Le Sueur, and State of Minnesota, viz:

47.92 acres in Section 6, Tyrone Township , Le Sueur County, Minnesota.

Of which described premises the Lessee hereby agrees to plow and put in crops not less than 47.92 acres each year during the continuance of this Lease. Lessee shall follow "River Friendly Practices" as set by the Department of Natural Resources.

To have and to hold, the above rented premises unto the said Lessee, its heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of two (2) years from and after the 20th day of October, 2015, the term of this Lease ending the 20th day of October, 2017. Lessee has right to remove crop after October 20th, 2017 if weather conditions do not permit him to do so by that date.

And the Lessee agrees to and with the said Lessor to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of Twenty-Three Thousand Nine Hundred and Sixty dollars and zero cents (\$23,960.00) at Le Center, Minnesota, as follows:

\$ 11,980.00 on or before April 15th, 2016

\$ 11,980.00 on or before April 15th, 2017

And it is Further Agreed, By and between the parties as follows: That should the said Lessee fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said the Lessor may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entry working a forfeiture of the rents to be paid by the said Lessee for the full term of this Lease. That if the Lessor sells said premises during the life of this Lease and before the crop is in the ground, and desires to give possession to the purchase, that the Lessee will forthwith surrender possession of said leased premises upon the payment to him of \$8.00 per acre for each acre of said premises newly plowed by said Lessee at the time said possession is demanded; if sold after the crop is in, then said Lessee shall have the right to remove such crop when ready to be harvested. That if said Lessor sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-following, cultivating or otherwise improving any part of said premises not in actual cultivation by said Lessee, and without such entry working any forfeiture of the rents herein agreed to be paid. That if the said Lessee remains in possession of said premise after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said Lessor, which may be terminated upon ten days' notice, given by the said Lessor in writing,

either delivered to the Lessee to sent to him in a sealed envelope, duly stamped and directed to him.

And the said Lessee also covenants and agrees to and with the said Lessor, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said Lessor and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said Lessee also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to protect the shade trees thereon, and not to cut any green trees and to commit no waste or damage on said real estate and to suffer none to be done; and further agrees not to remove any straw from said farm.

The part of the second part is also to destroy all Russian thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the time prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first part or his agent shall have the right to enter upon said premised at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said Lessor covenants that the said Lessee, on paying the rent and performing the covenants aforesaid, shall peaceable and quietly have, hold and enjoy the said remised premises. In the events of any rents due hereon being collected by suit, the Lessee further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in the lease contained, said second part does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contracts rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

County of Le Sueur

Dave Woestehoff, Lessee

By _____

Its _____

Krista Woestehoff, Lessee

Le Sueur County & David & Krista Woestehoff
FSA Consent Form

I, Darrell Pettis, County Administrator, hereby certify that Le Sueur County is owner of farm #5373. The Le Sueur County Board of Commissioners by resolution on November 3, 2015 rented this farm to David & Krista Woestehoff for the time period of January 1 2016 through December 31, 2017. I acknowledge that the operator will receive program benefits from the Direct and Counter Cyclical Programs and other Farmers Service Agency Programs.

I am aware that if any changes occur in this consent agreement, I will notify the FSA Office.

Witness our hands to this owner-operator agreement.

David J. Woestehoff
Operator

Date

Krista R. Woestehoff

Date

Le Sueur County
By: Darrell Pettis, County Administrator

Date