



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 6

10:05 a.m. Pam Simonette, Auditor-Treasurer (5 min)

RE: Farm Lease

Staff Contact:

FARM LEASE

THIS AGREEMENT, Made **30th** day of **October, 2016**, by and between the County of Le Sueur, party of the first part, LESSOR, and **Tim Biehn**, 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:

49.5 crop acres of Kasota Township, in Section 12-109-26, Le Sueur County, Minnesota. A complete legal description of said property may be obtained from the office of the Le Sueur County Recorder.

Lessee hereby agrees to cultivate and otherwise manage not less than 49.5 acres each year during the continuance of this Lease.

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 1st day of January 2017 the term of this Lease ending the 31st day of December 2018. Lessee has right to remove crop after December 31, 2018 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 **\$19,800.00** payable at Le Center, Minnesota, as follows:

\$9,900.00 on or before April 30th, 2017

\$9,900.00 on or before April 30th, 2018

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 purchaser, 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, than said Lessee shall have the right to remove such crop when ready to be harvested. That if said Lessor sells said premise 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-fallowing, cultivating or otherwise improving any par 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 or 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 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 party of the first part or his agent shall have the right to enter upon said premises 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 peaceably and quietly have, hold and enjoy the said 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.

In the event of default by lessee, the expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorneys fees and legal expenses of said Lessor.

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

County of Le Sueur

Tim Biehn

By _____

By _____

Its _____

Its _____