

## FARM LEASE

**THIS AGREEMENT**, Made this \_\_\_\_ day of September, 2019, by and between the City of Marshall, a municipal corporation, Lessor, and Keith Wambeke, 3053 Hwy 59, Marshall, MN 56258, Lessee.

*WITNESSETH*, That the said Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said Lessee, and the said Lessee does hereby hire and take from the said Lessor, the following described premises situated in the County of Lyon, State of Minnesota, to-wit:

Parcel 12: 126.5 +/- acres of farm land in the as described and shown on the attached map, a copy of which is attached and made a part of this Agreement.

**To Have and to Hold**, the above rented premises unto the said Lessee, their heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the term of this lease ending the 31<sup>st</sup> day of December, 2023.

And the said 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, rent as follows:

2020	126.5 acres +/-	\$70.00/acre	\$8,855.00 due March 15, 2020
2021	126.5 acres +/-	\$70.00/acre	\$8,855.00 due March 15, 2021
2022	126.5 acres +/-	\$70.00/acre	\$8,855.00 due March 15, 2022
2023	126.5 acres +/-	\$70.00/acre	\$8,855.00 due March 15, 2023

**And it is Further Agreed**, By and between the parties as follows:

Lessee shall maintain positive weed control on land being rented, including adjacent township roadways, at their own expense.

Lessee shall furnish all materials necessary for crop production at their own expense.

Any subsequent Lessees shall have access to said premises. After current Lessee has finished with fall harvest which includes removal of crops and crop residue (residue to be removed within two weeks of crop removal), so as to allow for fall application of chemicals, if subsequent Lessee desires to apply fall chemicals.

Animal manure, if applied, must be incorporated into the soil within eight (8) hours of application. If not incorporated within said eight (8) hours, City reserves right to terminate lease and charge Lessee the cost of said incorporation.

Equipment, bales and crop products shall not be stored or remain on the site for more than five (5) days.

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, and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, 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 commit no waste or damage on said real estate and to suffer none to be done.

The Lessee is also to destroy all Russian Thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times 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 Lessor or its 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 for any other purpose whatsoever.

City of Marshall, Lessor reserves the right to develop all or part of the above described premises for commercial or industrial purposes. If some or all of the land is developed, the Lessor shall attempt to do the development so as to minimize damage done to current year's crops. However, if crops are damaged, the Lessor shall reimburse Lessee for crop damage.

Any partial commercial or industrial development shall reduce subsequent land to be placed in agricultural production in subsequent years. Future lease payments shall be reduced accordingly.

And the said Lessor covenants that the said Lessee, performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said rented premises.

Lessee has no right to an extension of this Lease.

Prior to termination of this Lease, Lessee shall be responsible for and shall "plow back" premises.

*IN WITNESS WHEREOF*, We have hereunto set our hands the day and year first above written.

LESSEE

\_\_\_\_\_  
Keith Wambeke

STATE OF MINNESOTA            )  
  )ss  
COUNTY OF LYON                )

On this \_\_\_\_ day of September, 2019, before me, a notary public within and for said County and State, personally appeared Keith Wambeke, Lessee.

\_\_\_\_\_  
Notary Public

LESSOR  
CITY OF MARSHALL

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
City Clerk

STATE OF MINNESOTA        )  
  )ss  
COUNTY OF LYON            )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public within and for said County and State, personally appeared Robert J. Byrnes, Mayor; Sharon Hanson, City Administrator; and Kyle Box, City Clerk of the City of Marshall, a municipal corporation, on behalf of the municipality, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

**This Instrument Drafted by:**  
QUARNSTROM & DOERING, P.A.  
By: Dennis H. Simpson, Marshall City Attorney  
109 South Fourth Street  
Marshall, MN 56258  
(507)537-1441

