

FARM LEASE

THIS AGREEMENT, Made this 23rd day of April, 2019, by and between the City of Marshall, a municipal corporation, Lessor, and RJC, Inc., of the County of Lyon, State of Minnesota, 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: 127.7 +/- 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 15th day of October, 2019.

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:

2019	127.7 acres +/-	\$0.00/acre	\$0.00 due
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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 (Pacific Avenue) 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.

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.

The Lessee for 2020 shall be responsible for fall "plow back".

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

LESSEE
RJC, Inc.

LESSOR
CITY OF MARSHALL

By: _____
Richard J. Carrow

By: _____
Mayor

Its: President

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 _____, Lessee.

Notary Public

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



Not To Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

127.7 TOTAL ACRES ±

DATE
10/08/18

Farm Lease
Parcel # 12

SHEET NO.
1 OF 1