

HAY FIELD LEASE - CASH RENT

THIS AGREEMENT, made December 2, 2025, by and between City of St. James, parties of the first part, LESSORS, and Brian Spitzner, of the County of Watonwan, State of Minnesota, party of the second part, LESSEE;

WITNESSETH, that the said parties of the first part, in consideration of the rents and covenants hereinafter mentioned, do hereby lease and let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said parties of the first part, the following-described premises situated in Watonwan County, Minnesota, as follows:

Airport Hay Ground:

Land which is adjacent to the runway.

Unless otherwise indicated, the LESSORS are the record owners of the real estate. Record owner(s) is/are City of St. James .

To Have and to Hold, the above rented premises just as they are, without any obligation of LESSORS to make any alterations, repairs, or improvements of any kind, unto the said second party, second party's heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of four (4) year(s) from and after the 1st day of March, 2026, the term of this Lease ending the last day of December, 2029.

And the said second party agrees to and with the said first parties to pay as rent for the above-mentioned premises, for and during the full term of the Lease, cash rent in the sum of Two Hundred and 00/100 (\$200.00) Dollars per Year. Payment of cash rent is to be made at St. James, Minnesota, once per year on February 1st. _____

<u>Amount Due</u>	<u>Date Due</u>
\$200.00	February 1, 2026
\$200.00	<u>February 1, 2027</u>
\$200.00	February 1, 2028
\$200.00	February 1, 2029

And it is further agreed by and between the parties as follows: That should the second party, hereinafter referred to as the LESSEE, fail to make the payments as specified herein, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants contained herein, then and in that case, said first parties, hereinafter referred to as the LESSORS, may re-enter and take possession of the above rented premises, and hold and enjoy

the same without such re-entering working a forfeiture of the rents to be paid by the LESSEE for the full term of this Lease. If the LESSEE remains in possession of said premises 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, unless otherwise provided, but to be a tenancy at the Will of the LESSORS. This tenancy may be terminated upon ten (10) days' notice, given by the LESSORS in writing, either delivered to the LESSEE, or sent to him in a sealed envelope, duly stamped and directed to him at 68678 350th Street, St. James, Minnesota 56081, which is hereby declared by LESSEE to be his usual post office address.

And the LESSEE also covenants and agrees to and with the said LESSORS not to assign this Lease or underlet the above rented premises or any part thereof without first obtaining the written consent of the LESSORS, and that he will, at the expirations of the time as herein recited, quietly yield and surrender the aforesaid premises to the LESSORS, their heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. The LESSEE also covenants and agrees to cultivate the leased premises in a careful and husbandlike manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect any fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, bins, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The LESSEE is also to destroy all Russian thistles, Canada thistles, cockleburrs, and other noxious weeds growing on said land 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 LESSORS or their 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 repairs, or to prepare for the succeeding crop, or for any other purpose whatsoever.**

And the LESSORS covenant that the LESSEE, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises and the LESSEE agrees to reside in and occupy the buildings thereon, if any are included, for the term aforesaid or that the LESSEE shall provide for the occupation of the said premises by a third party subject to the written consent of the LESSORS which will not be unreasonably withheld. In the event of any rents due hereon being collected by suit, the LESSEE further agrees to pay all expenses which may be incurred thereby, including attorney's fees.

As **security** for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of the LESSEE in this Lease contained, said LESSEE does hereby grant a landlord's lien under MSA 514.964, Subd. 1, and a security interest under the Uniform Commercial Code to the LESSORS on all crops grown or growing on said premises during the term of this Lease and in products and contract rights with respect thereto and all proceeds of each, and in grain, commodities and cash or its equivalent received or to be received from the U. S. Department of Agriculture or other government agencies as a result of participation of the aforesaid real estate in government farm programs. The LESSEE further assigns to the LESSORS the right to receive all payments of commodities or cash money or its equivalent which LESSEE is or may have become entitled to receive by reason of participation of the leased premises in any government feed grain deficiency and diversion programs during the term of this Lease. LESSEE agrees, upon request from LESSORS, to execute ASCS-36, Assignment of Payment. LESSEE further agrees, if requested by LESSORS, to execute a Minnesota effective FINANCING STATEMENT, form CNS-1, instructing farm product buyers to issue checks jointly both to the seller and the secured party. LESSEE hereby appoints LESSORS as his attorney-in-fact to execute such forms on behalf of LESSEE. Upon any default on the part of the LESSEE in paying said rent or in performing any of the covenants of this Lease, and at any time thereafter, the LESSORS 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 LESSORS may require the LESSEE to assemble said property and make it available to the LESSORS at a place to be designated by the LESSORS and which 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 the LESSORS.

The LESSEE further covenants and agrees that as long as the LESSEE is operating the leased premises, during the initial term and all extensions, whether by oral or written agreement, extension, or new lease, that the security agreement and the landlord's lien given herein shall apply to all collateral specified herein grown during the extended term just as if said extended term were part of the initial term of this agreement.

ADDITIONAL TERMS

- 1) This lease shall automatically terminate at the end of the first year of the lease if crop restrictions or any FAA rules dealing with the use of the adjacent airport are not followed.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day

and year hereinbefore written.

Dated: _____

LANDLORD(S):

LESSOR, Christopher Whitehead, Mayor

LESSOR, Amanda Knoll, City Manager

For purposes of reporting the rent to the Internal Revenue Service on Form 1099,
the name, address and Federal Identification Number to be used is as follows:

Name:	City of St. James
Address:	P.O. Box 70
	St. James, MN 56081

TENANT(S):

LESSEE, Brian Spitzner