

**FARM LEASE - CASH RENT**

THIS AGREEMENT, made November 18, 2025, by and between City of St. James, parties of the first part, LESSORS, and Bocock Farms 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:

**Parcel #1:** Part of Southeast Quarter (SE 1/4) of Section Sixteen (16), Township One Hundred Six (106), Range Thirty-one (31), Watonwan County, Minnesota.

**Parcel #2:**  
Part of Northwest Quarter and Northeast Quarter (NW ¼ and NE ¼) of Section Sixteen (16), Township One Hundred Six (106), Range Thirty-one (31), Watonwan County, Minnesota.

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2.9 acres in the Northeast Quarter (NE ¼) of Section Sixteen (16), Township One Hundred Six (106), Range Thirty-one (31), Watonwan County, Minnesota.

containing 1 1 0 acres be the same more or less, of which described premises the second party hereby agrees to till and put in and harvest crops on not less than 1 1 0 acres each year during the continuance of this Lease. **Unless otherwise indicated, the LESSORS are the record owners of the real estate.** Record owner(s) is 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 f o u r (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 One-Hundred and Twenty-One Thousand and no/100 (\$121,000.00) Dollars. Payment of cash rent is to be made at St. James, Minnesota, in eight (8) installments, with interest at the rate of 6% on each installment after due, to wit:

<u>Amount Due</u>	<u>Date Due</u>
\$15,125.00	February 1, 2026
\$15,125.00	November 1, 2026
\$15,125.00	February 1, 2027
\$15,125.00	November 1, 2027

\$15,125.00	February 1, 2028
\$15,125.00	November 1, 2028
\$15,125.00	February 1, 2029
\$15,125.00	November 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 75426 310<sup>th</sup> Street, St. James, Minnesota 56081, which is hereby declared by LESSEE to be his usual post office address.

That if 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 second party will forthwith surrender possession of said leased premises upon the payment to him of \$\_\_\_\_\_ total per acre for each acre of said premises newly plowed by said second at the time said possession is demanded. If sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party 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-fallowing, cultivating or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid.

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 husband-like 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.

Pursuant to Section 1324(h) of the Food Security Act of 1985 (P.L. 99-198), party of the second part hereby represents and warrants to party of the first part that the following constitutes a complete listing of all buyers, commission merchants, and selling agents to or through whom party of the second part may sell the crops hereinabove pledged as security:

- 1.
- 2.

LESSEE covenants and warrants that no Financing Statement covering the collateral is on file in any public office.

#### ADDITIONAL TERMS

- A. 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):**

CITY OF ST. JAMES

CITY OF ST. JAMES

By: \_\_\_\_\_  
Christopher Whitehead, Mayor

By: \_\_\_\_\_  
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):**

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LESSEE, Darin Bocock