

AGRICULTURAL CROP LAND LEASE
New Haven Township, Olmsted County, MN

This Agreement to, by and between New Haven Township, hereinafter referred to as “Lessor” and _____, hereinafter referred to as “Lessee”.
_____ was determined to be the highest bidder solely by the New Haven Board of Supervisors.

For Valuable Consideration and of the covenants and agreements hereinafter contained, on the part of Lessee to be paid, kept and performed, Lessor has granted, demised, leased and do by these presents, grant, demise, lease and let unto Lessee, for the sole and only purpose of farming the current agricultural crop land, that certain tract of land situated in the County of Olmsted and state of Minnesota, the current agricultural crop land area within the of the land described as follows, to wit:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 108 NORTH, RANGE 15 WEST, OLMSTED COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 15 MINUTES 06 SECONDS WEST, ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 1237.50 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 46 MINUTES 34 SECONDS EAST 1327.22 FEET THENCE SOUTH 00 DEGREES 25 MINUTES 20 SECONDS EAST 69.50 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER BEING 634.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST HALF TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

(hereinafter referred to as the “Leased Premises”). Absent agreement by both parties, the Leased premises shall be limited to that portion of current agricultural crop land area of the above described property that is currently being farmed, which includes 33.5 acres, more or less. This agricultural crop land has a USDA Farm Service Agency designation of Farm Number: 7023, Tract Number: 5389.

1. **Term.** The term of this lease shall commence January 1, 2019, and shall end on December 31, 2021. In the event Lessee shall not make timely Lease payment, this Lease shall terminate and all rights of Lessee hereunder shall be forfeited except as to Lessee’s right to remove from the Leased Premises all machinery and equipment.
2. **Payment.** Lessee shall pay to Lessor annually for each year of the lease at the annual price of \$ _____ as rent for the 33.5 acres, more or less. Full annual payment is due on or before March 1

each year of the lease (March 1, 2019; March 1, 2020; March 1, 2021). If full payment is not received by the Lessor by the due date, the lease shall terminate.

3. **Permits, Zoning and Approvals.** Lessee shall be responsible to obtain all authorizations from federal, state and local governments or private entities which are necessary for Lessee's farming operations.
4. **Construction.** Lessee shall not construct and erect any buildings and roads in and on the Leased Premises as may be required for the proper and economical operation thereof.

All fencing that may be required or deemed necessary by the Lessee for the enclosure of the farming operations shall be erected at the sole cost of Lessee.

5. **Title.** Lessor warrants that they have the sole right to lease the Premises and agree to defend the title to the Premises and agree that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the Leased Premises, in the event of default in payment by Lessor, and be subrogated to the rights of the holders thereof.
6. **Compliance With Governmental Regulations.** Lessee shall abide by all State, Federal, County and Local statutes, rules and regulations and Lessee shall defend and indemnify Lessor against any claims involving allegations of said statutes, rules and regulations.
7. **Grassed Waterways.** Lessee will be responsible for maintaining current grassed waterways within the current agricultural crop land area. Maintenance of the grassed waterways includes mowing or spraying to prevent growth of any trees above the height of 3 feet. Lessee will be responsible for not plowing, cultivating, or planting crops on the current grassed waterways.
8. **Indemnification.** Lessee agrees to defend and indemnify the Lessor against any claims brought or actions filed against the Lessor or any official, employee, or volunteer of the Lessor, including attorneys fees, for injury to, death of, or damage to property of any third person or persons, arising from the Lessee's performance under this Agreement. Under no circumstances, however, shall the Lessee be required to pay on behalf of itself and the Lessor any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this paragraph is to impose on the Lessee a duty to defend and indemnify the Lessor for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney. The parties do not intend to create, and this Agreement shall not be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

has not otherwise resolved the matter in dispute, either party may seek relief through initiation of an action in Olmsted County District Court.

- 16.3. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Dated this ____ day of _____, 20__ at Olmsted County, Minnesota.

LESSOR:

LESSEE:

New Haven Township

Signature

Mary Andrist, Town Board Chair

Printed Name

Attest:

Dale Thomforde, Clerk