

FARM LAND LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 8th day of October, 2020, by and between the **CITY OF PRINCETON** (the Owner/Landlord) and **BILL BROOKS** (the Tenant).

1. **Property Description:** The Owner/Landlord hereby leases to the Tenant, in consideration of the rents and promises hereinafter described, the following property located in the County of Mille Lacs and State of Minnesota, described as follows:

**S 1/2 of NW 1/4 of Section 27, Township 37N, Range 26,
Mille Lacs County, Minnesota**

which property contains sixty-eight (68) acres.

2. **Term.** The term of this Lease is for three (3) growing seasons commencing on the 1st day of January, 2021, and terminating on the earlier of the 31st day of December, 2023 or the harvest of tenant's 2023 crop.

3. **Rent.** For and during the term of this Lease, the sum of \$140.00 per acre payable as follows: One half payable on the date hereof, the receipt of which is hereby acknowledged and at the beginning of each respective growing season, and one half at the end of each respective growing season throughout this Lease as defined in paragraph 2 above. The actual acreage of 68 acres shall be utilized for purposes of calculating rent due hereunder. Rent shall be paid at **705 Second Street North, Princeton, Minnesota.**

4. **Credit.** In the event the firm is unable to make a fertilization application, which may take place in the spring and/or fall, a credit of \$5.00 per acre per application may be applied to tenant's final payment in each respective growing season. Not to exceed a total of \$10.00 per acre during any one (1) growing season.

5. **Owner/Landlord's Rights and Responsibilities.** Landlord reserves the right to enter the property at any time. Landlord shall be responsible for paying for any crop damage caused by it's entry onto the property. Reimbursement shall be calculated at tenant's cost per planted acre.

6. **Tenant's Responsibilities.** Tenant shall be responsible for paying or doing the following: Tenant shall pay for all agricultural inputs, labor, and all other expenses arising out of its intended use of the property.

7. **Assignment Prohibited.** Tenant agrees not to assign or sublease the leased premises without the written consent of the Owner and Landlord.

8. **Indemnification.** Tenant agrees to indemnify and hold Landlord harmless from any and all injuries or damages to property sustained as a result of his use and occupancy of the subject property including, but not limited to, damages sustained by Tenant, his family, agents, employees, contractors and guests.

9. **Remedy.** If the Tenant fails to pay the rent when due, or fails to perform any of the promises herein contained, the Owner/Landlord may, after furnishing the Tenant with a 30-day notice specifying the default, re-enter and take possession of the above property and hold or enjoy the same without such re-entering working a forfeiture of the rents to be paid by the Tenant for the full term of the Lease.

10. **Quiet Enjoyment.** The Owner/Landlord promises that the Tenant shall peaceably and quietly have, hold, and enjoy the leased property for the term of this Lease provided Tenant pays the rent and performs the promises described in Paragraph 5 above.

11. **Binding Agreement.** This lease agreement shall be binding upon the parties here-to and their heirs, successors and assigns.

IN TESTIMONY WHEREOF, the Owner/Landlord and the Tenant have set their hands as of the day and year first above written.

THE CITY OF PRINCETON
Owner/Landlord

BILL BROOKS
Tenant

By: _____
Brad Schumacher
City Mayor
705 Second Street North
Princeton MN 55371
(763) 389-2040

Bill Brooks
6760 65th Street
Princeton, MN 55371
(763) 389-4916

2018 - 2020 OWNERS CONSENT FORM

I, Bob Gerold, representing the owner (the City of Princeton) of farm No. 4003, do hereby certify that Bill Brooks will be operating my farm for the 2018-2020 crop years on a cash lease basis. By signing this statement, I agree that the above mentioned operator(s) may be receiving all advance payments and subsequent farm program benefits applicable to the 2017-2020 Production Flexibility Contract.

I am aware of the fact that if the producer is unable to operate the farm in 2017-2020, payments will not be re-issued to another person until refunded by the operator named above.

If this form is found to be inaccurate, the result will be forfeiture of all programs benefits including loan eligibility for the farm.

THE CITY OF PRINCETON
Owner/Landlord

BILL BROOKS
Tenant

By: _____
Paul Whitcomb
City Mayor
705 Second Street North
Princeton MN 55371
(763) 389-2040

6760 65th Street
Princeton, MN 55371
(763) 389-4916

Date: _____

Date: _____