

## Attachment: Farm Lease Agreement

### FARM LEASE AGREEMENT BETWEEN COUNTY OF DAKOTA AND JOSEPH H. MEYER

THIS FARM LEASE AGREEMENT ("Lease") made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between COUNTY OF DAKOTA ("Landlord"), a political subdivision of the State of Minnesota, and JOSEPH H. MEYER ("Tenant"), a natural person. Landlord and Tenant may be referred to together as the "Parties."

Section 1. *Description of the Farm.* In consideration of the terms and covenants specified below, the Landlord hereby leases to the Tenant real property located in Dakota County, State of Minnesota, as described and depicted as follows:

**See attached Exhibit A**

(hereinafter the "Farm").

Section 2. *Use of Farm.* The Farm is to be used for the purpose of agricultural crop production.

Section 3. *Length of Lease.* This Lease is for a term of one growing season beginning on April 1, 2022, and ending on December 31, 2022.

Section 4. *Amount of Rent.* The Tenant shall pay to the Landlord as rental for the Farm, the sum of Two Hundred and No/100 Dollars (\$200.00) per tillable acre, for a total of Three Thousand, Eight Hundred and No/100 Dollars (\$3,800) due upon lease execution.

Section 5. *Default.* If Tenant fails to make the rental payments when due, or fails to fulfill any of the covenants contained in this Lease, then Landlord may re-enter and take possession of the Farm and hold and enjoy the Farm without the re-entering working a forfeiture of the rents to be paid by the Tenant for the full term of the Lease.

Section 6. *Additional Conditions.*

- (a) Tenant, upon completion of Lease period, will leave the bean stubble in place with no further tillage after harvest.
- (b) Any existing waterways and natural drainage will be retained;
- (c) Landlord reserves the right to enter the Farm from time to time to conduct activity incidental to the County's intended use of the Farm property after the term of this Lease has expired. Such entry and activity shall be conducted in such a way as have the least amount of impact possible on crops planted on the property and minimize to the greatest extent possible any interference with Tenant's agricultural production activity.

Section 7. *Termination.* If the Tenant remains in possession of the Farm after the expiration of the term for which it is hereby leased, such possession shall not be construed to be a renewal of this Lease, but to be tenancy at the will of the Landlord, which may be terminated upon ten (10) days' notice given by the Landlord in writing, delivered to the Tenant at 11502 240th St E, Hampton MN 55031, which is hereby declared by Tenant to be Tenant's usual Post Office address.

Section 8. *No Assignment.* Tenant agrees not to assign this Lease or sublet the Farm or any part thereof without the written consent of Landlord.

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Section 9. *No Waste by Tenant.* Tenant agrees to cultivate, maintain, and keep up the Farm in a careful and husband-like manner, to commit no waste or damage to the crops, trees, or other vegetation thereon, and suffer none to be done by others.

Section 10. *Removal of Dirt.* Tenant agrees not to remove any dirt from the Farm.

Section 11. *Quiet Enjoyment.* Landlord covenants that the Tenant, upon paying the rents and performing the covenants set forth above, shall peaceably and quietly have, hold, and enjoy the Farm for the term of this Lease.

Section 12. *Indemnification.* To the fullest extent permitted by law, Tenant agrees to indemnify the Landlord, it's officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense specifically including attorneys' fees and other costs and expenses of defense, which result from, or otherwise arise in connection with, any actions, claims or proceedings of any sort and which is caused by any act or omission of Tenant, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Tenant may be legally responsible.

**LANDLORD**

**TENANT**

**COUNTY OF DAKOTA**

**JOSEPH H. MEYER**

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Joseph G. Marek  
Assistant County Attorney  
Board Res. No. \_\_\_\_\_  
KS-21-00173

Drafted by:  
Joseph G. Marek  
Assistant County Attorney  
Atty Reg. No. 0400168  
Dakota County Judicial Center  
1560 Highway 55  
Hastings, MN 55033  
Telephone: (651)-438-4438

Exhibit A

Parcel ID Number: 18-00800-77-017

SECTION 8 TWN 113 RANGE 18

PT OF NE ¼ OF SW ¼ & OF NW ¼ OF SE ¼ & OF  
NE ¼ LYING SE'LY OF CR #47 & W OF STH #50  
EX MATHIS MANOR EX COM INT W LINE STH #50  
& SE LINE WATER ST S ON W LINE #50 231 FT W  
300.2 FT TO WATER ST NE ON ST 350 FT TO  
BEG EX COM INT CR #47 & STH #50 ON CR #47  
209 FT E TO C/L STH #50 NW ON C/L 209 FT TO  
BEG EX PT PLATTED AS RAYSPARK EX PT  
DESIGNATED AS PARCEL 41 MN DOT R/W MAP  
NOS 19-166 SUBJ TO PAR 24 DAKOTA CO R/W  
MAP NO 178

