

**CITY OF WASECA
REQUEST FOR QUOTES
CITY OF WASECA LEWER LAND LEASE**

There are approximately 49.0 agricultural tillable acres located at the City of Waseca Lewer Farm for a one (one) year lease. The quote packet contains a field map (Attachment A).

Sealed quotes will be received by the Utilities Office at Waseca City Hall and publicly opened at City Hall by the City of Waseca, Minnesota, at 10:00 a.m. on Tuesday, November 29, 2022, for leasing the fields.

If you are interested in receiving a copy of the leases, specifications, and quote forms, please contact the Utilities Office at City Hall at 835-9718. Those persons with questions may contact Carl Sonnenberg, Utilities & Public Works Director, by emailing, CarlS@ci.waseca.mn.us.

The quote forms must be marked in a sealed envelope as **CITY OF WASECA LEWER LAND LEASE** and returned to the Utilities Office at City Hall no later than **10:00 a.m. (Central Standard Time) on Tuesday, November 29, 2022; at which time all quotes will be publicly opened and read aloud.**

The City of Waseca reserves the right to award quotes and to reject any or all quotes in the best interests of the City, and to waive any minor irregularities, informalities, or discrepancies.

**CITY OF WASECA LEWER LAND LEASE
CROP YEAR 2023**

THIS lease is entered into this ____ day of _____, 20____, by and between the City of Waseca, Minnesota, “Lessor”, and _____ of _____, “Lessee”.

1. The quote form must be returned in a sealed envelope marked “CITY OF WASECA LAND LEASE” on Tuesday, November 29th, 2022, 10:00 a.m. (Central Daylight Time) to the Utilities Office at City Hall, City of Waseca, 508 South State Street, Waseca, Minnesota, 56093 at which time quotes will be publicly opened and read aloud in the City of Waseca Council Chambers. **No quotes are allowed by fax or e-mail.**

Both fields, the North Field (approximately 35.1 tillable acres) and the South Field (approximately 13.9 tillable acres) shall be planted in soybeans in 2023, for a total approximate tillable acreage of 49.0. All acreage is accepted by the Lessee in “as is” condition. There shall be no compensation by the Lessor to the Lessee for field debris/rock removal or any other field conditions. North Field was seeded in 2021 with Conservation Reserve Mix type grasses. South Field was seeded with oats in 2022.

The Lessor leases to the Lessee fields North and South which are part of the City of Waseca Lewer Farm, which is in the County of Waseca, State of Minnesota, in Section 17, Township 107, Range 022 and Section 20, Township 107, Range 022.

The specific fields covered by this Lease are designated on the Attachment A field map, which is a part of this Agreement.

2. Quote Specifications. Submit the quote to lease the fields described above on the Quote Form within these specifications. The Specifications and Quote Form executed by the Lessee are incorporated into this Lease by reference and made a part of this Lease unless specifically changed by the terms agreed to in this Lease.
3. Rent and Default. Rent as set forth on the attached Quote Form is due in full on or before December 1st, 2023, by issuing a check to “City of Waseca” and mailing it or delivering it to Waseca City Hall, 508 South State Street, Waseca, MN, 56093, to the attention of the City Finance Director. Further cuttings will not be allowed if payment for the previous cutting has not been paid on time. **Failure by Lessee to pay the rent when due or providing a “bad check” (returned item) or failure to comply with this agreement shall be deemed an Event of Default** and, if Lessee fails to cure said default within ten (10) days of written notice by Lessor, an amount equal to ten (10%) percent of the quote price shall be due as additional rent penalty. In the event the default continues, said additional rent shall be collectable as rent in addition to any other costs of enforcement as provided herein.
4. Term. This Lease shall terminate on December 1st, 2023 and shall not be amended in any manner except by written agreement between Lessor and Lessee.
5. Right of First Refusal. Timothy J. Lewer and David H. Lewer (Lewer Farms) have the right of first refusal of the submitted high quote as determined by the Waseca City Council.

6. Use of the Premises. Lessee agrees as follows:

- A. The Lessee must receive the Lessor's permission for all fertilizer and chemical applications. The Lessee agrees to voluntarily report rates of chemical and fertilizer application to the Lessor.
- B. The Lessee agrees to voluntarily report crop yields to the Lessor.
- C. The property shall be used for agricultural purposes only. Work of any nature in the Conservation Easement Area is not allowed.
- D. Only agricultural equipment will be brought on to the property and equipment will not be stored on the property when not in actual use.
- E. The Lessor, upon seven (7) calendar days written notice to the Lessee, may remove any crops, equipment or other material which inhibits surveying or land development process.
- F. The Lessee will not commit, nor suffer or permit, any waste on the property and shall comply with all State, Federal, and local laws, regulations, and ordinances governing pest control and land use.
- G. The Lessee will farm the premises using farming practices which are generally accepted and approved in Waseca County as approved by the Lessor.
- H. The Lessee shall not assign this Lease or sublet the property.
- I. At the expiration of this Lease, the Lessee will quietly surrender the property to the Lessor in same existing good condition and repair.
- J. The Lessee assumes all risk of property damage, personal injury or death to self, employees, customers, invitees, licensees, family, partners, and all parties while on the leased premises, and agrees to indemnify and hold harmless the City of Waseca, its officers, employees, and agents, for all claims, suits, costs, losses, damages, and expenses arising out of such personal injury, death, or property damage.
- K. The Lessee understands that the property in question is held by Lessor for public purposes and potential development activities. If the Lessor determines that there is a need for the property for public purposes as determined at the Lessor's sole discretion, the Lessor may re-enter all or part of the premises, which may result in damage to the crop. The Lessee has no financial claim on the Lessor in the event of such activities by the Lessor.
- L. To secure payment of the rent or any other indebtedness owing from the Lessee to the Lessor, the Lessee grants a security interest to the Lessor in all crops harvested on the property during the term of this Lease. This security interest also covers the products' contract rights with respect to such crops and any and all proceeds. In the event that the Lessee defaults in the payment of rent or any other obligation owing to the Lessor under this Lease, or in a performance of any of the covenants of this Lease, the Lessor may

declare all sums due under this Lease to be due and payable and shall have all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law. Amounts owing under this Lease shall include all costs of the enforcement of the terms of this Lease, re-entering the leased premises and shall include reasonable attorney's fees. The Lessee agrees to execute any and all other documents as may be, from time to time, needed to perfect and maintain this security interest.

- M. No hunting, or other activities, are allowed on the leased premises.
- N. No farm work or chemical spraying is to result in spray drift or crop drift to adjacent properties upon penalty of double the quote price. The Lessee is responsible to resolve any and all claims from private property owners who have sustained financial cost and hardship from such action caused by the Lessee.**
- O. The Lessor, at their cost, shall control noxious weeds at the direction of the Waseca County Agricultural Inspector.
- P. The City of Waseca reserves the right to reject any or all quotes and to waive any minor irregularities, informalities, or discrepancies. Prospective lessees shall be required to submit a quote on both fields.
- Q. The Lessor's agent for this Lease is the Utilities & Public Works Director or designee.
- R. The Lessee shall provide the Lessor with a current Certificate of Liability Insurance listing the City of Waseca as an additional insured no later than three (3) business days after execution of the lease.
- S. All planting and work activities shall comply with Waseca County and City of Waseca setback requirements.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed and set their hands and seals this _____ day of _____, 20_____.

LESSEE:

PRINTED NAME

SIGNATURE

DATE

LESSOR:

CITY OF WASECA
A Municipal Corporation

by: _____
City Manager

**CITY OF WASECA LEWER LAND LEASE QUOTE FORM
CROP YEAR 2023**

This form must be returned in a sealed envelope marked "CITY OF WASECA LEWER LAND LEASE" by 10:00 a.m. (Central Standard Time) on Tuesday, November 29, 2022, to the Utilities Office at Waseca City Hall, 508 South State Street, Waseca, MN, 56093 at which time quotes will be publicly opened and read aloud. The City of Waseca reserves the right to award quotes and to reject any or all quotes in the best interests of the City, and to waive any minor irregularities, informalities, or discrepancies. The submitted Quote **must** include both North Field and South Field. No quotes are allowed by fax or e-mail.

North Field and South Field approximate 49.0 acres @ \$_____ = \$_____.

This quote is submitted by:

Printed Name Legal Signature Date

Mailing Address E-mail Address Cell Phone