

Lease No. 144-003-	Unit Name:	Region No: 1	County:	Project No:	Trust Lands: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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AGRICULTURAL LEASE FOR NON-FORESTRY LANDS

This lease is entered into by and between the State of Minnesota, under the authority and subject to the provisions of Minnesota Statutes, section 92.50, and other applicable statutes, acting by and through the Commissioner of Natural Resources hereinafter called the "LESSOR" and the "LESSEE" who is named below for the leasing of state lands under the authority of the LESSOR.

Name:		Telephone No:
Address:	State:	Zip Code:
Rent: \$	Effective Date:	Termination Date:
Payment Schedule:		

IT IS AGREED AS FOLLOWS:

- The LESSOR, in consideration of the covenants, agreements, and the payment specified herein, leases to the LESSEE, subject at all times to sale, lease, and use for mineral or other purposes, the following described land ("leased land") as shown on the attached drawing, **Exhibit A**, which is made a part hereof and in accordance with the areas and purposes specified below.

Legal Description	Cultivation		Hay		Pasture		Other		Annual Rent	
	Acres	Rate	Acres	Rate	Acres	Rate*	Acres	Rate		
		\$		\$	160	\$		\$	\$	
		\$		\$		\$		\$	\$	
		\$		\$		\$		\$	\$	
		\$		\$		\$		\$	\$	
		\$		\$		\$		\$	\$	
		\$		\$		\$		\$	\$	
		\$		\$		\$		\$	\$	
		\$		\$		\$		\$	\$	
		\$		\$		\$		\$	\$	
* Rate calculated as _____ animal units x \$_____ per animal unit for _____ months									TOTAL	\$

- PAYMENT:** The LESSEE agrees to pay the LESSOR for the term of this lease according to the above payment schedule. If the rent is not received within 10 days after the due date specified in the above schedule, the LESSOR shall impose a late fee equal to 10% of the amount due. The LESSOR may adjust the annual rent effective N/A based upon the LESSOR's appraised value of the Premises, and the LESSOR shall give the LESSEE written notice of any such change.
- ASSIGNMENT:** The LESSEE agrees not to sublet or assign this lease without prior written consent of the LESSOR, or to use the leased lands for any purposes other than authorized herein.
- IMPROVEMENTS:** The LESSEE is prohibited from making any improvements to the leased land without prior written permission of the LESSOR. The LESSEE understands and agrees that any improvements made by the LESSEE belong to the LESSOR at the expiration of the lease and LESSOR is not required to reimburse the LESSEE for any improvements made.
- TIMBER:** The LESSEE agrees that no timber or trees may be cut, used, removed, or destroyed without first obtaining written permission from the LESSOR.
- INVASIVE SPECIES:** The LESSEE is responsible for controlling invasive species on the leased land.
 (check if applicable) See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.
- BURNING:** The LESSEE agrees that there shall be no burning on the leased land without the prior written permission of the LESSOR.

8. **CHEMICALS:** The LESSEE, including LESSEE's agents or employees, is prohibited from using any herbicide or insecticide on the leased lands without first obtaining written permission from the LESSOR. The LESSEE agrees to be responsible for noxious weed control on the leased land. Failure to control noxious weeds shall be cause for termination of this lease.
9. **USE OF LAND:** The LESSEE shall in all respects conform LESSEE's use of the leased land to the laws, ordinances, rules, regulations, standards, and orders of all units of government having authority regarding the leased land.
10. **TAXES:** The LESSEE agrees to pay all taxes when due that may be levied against the leased land or improvements thereon.
11. **PUBLIC RECREATIONAL USE:** The LESSEE agrees and understands that the leased lands shall be open to the public for recreational purposes as defined by Minnesota Statutes, Section 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse to permit any person to enter upon the leased lands for reasonable public recreational uses. If the LESSEE prohibits any public recreational uses, the prohibition shall apply to all persons including the LESSEE.
12. **LIABILITY:** This lease shall not be construed as imposing any liability on the LESSOR for injury to person or property of the LESSEE or any other person or property, arising from LESSEE's use of the leased lands under this lease or any other license, lease, easement, or other encumbrance. LESSEE agrees to indemnify and hold harmless the LESSOR from all claims arising out of the use of the leased lands, whether such claims are asserted by civil action or otherwise.
13. **ENCUMBRANCES:** This lease is subject to all prior easements, rights-of-way, licenses, leases and other encumbrances upon the leased land.
14. **TERMINATION:** This lease may be terminated at any time by mutual agreement or for just cause by the LESSOR upon serving the LESSEE with a six (6) months written notice reciting the reason for termination. The required notice may be served by depositing in the mail a copy thereof addressed to the other party, or by handing a copy to the other party. Termination of the lease shall not release LESSEE from any obligations owed under this lease at the time of termination.
15. **AGENT:** The State's authorized agent for purposes of this lease is the Area Manager, located at

Address: _____ Telephone Number: _____

All notices, requests, and questions pertaining to this Lease should be directed to the Area Manager.

16. **ENTIRE AGREEMENT:** This Lease, and any exhibits incorporated hereto, set forth the entire Lease between the LESSOR and the LESSEE regarding the matters covered by this Lease. No modification or waiver of any provision of this Lease shall be effective unless set forth in writing and signed by the LESSEE and the authorized representative of the State.
17. **WAIVER:** No waiver by LESSOR or LESSEE of any breach of any payment, covenant, or condition contained in this lease shall operate as a waiver of the payment, covenant, or condition itself, or of any subsequent breach of the payment, covenant, or condition. No payment by LESSEE or receipt by LESSOR of a lesser amount than the quarterly installments of the rent shall be deemed to be other than on account of the rent that is due nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance of the rent due, to terminate this lease, to repossess the Premises or to pursue any other remedy provided in this lease. No re-entry by LESSOR shall be considered an acceptance of a surrender of the lease.
18. **ADDITIONAL TERMS:**

The parties agree to comply with all of the terms and conditions of this Agreement.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

Regional Operations Supervisor, Lands and Minerals	Date
LESSEE (Individual's Name or Name of Entity)	Date
LESSEE (Individual's Name)	Date
Authorized Signatures & Title (If an Entity)	Date
Authorized Signatures & Title (If an Entity)	Date