

NOTICE OF BID
CROP LAND RENTAL – AIRPORT
17.63 Acres

Notice is hereby given that sealed bids will be received by the Board of Commissioners of Houston County, Minnesota, until 1:00 p.m. on Wednesday, February 4, 2026 for the for the rental of 17.63 acres more or less, of cropland owned by Houston County located at the Houston County Airport. Bids can be dropped off or mailed to the Houston County Highway Department at 1124 East Washington, Caledonia, MN 55921 or sent by electronic email to quotes@hocomn.gov .

At that time, the bids will be opened and read publicly at the Houston County Highway Department, 1124 East Washington Street, Caledonia, Minnesota 55921. Bidders are allowed to listen to bids by calling 507-725-5941 prior to 1:00 p.m. on Wednesday, February 4, 2026.

The agricultural use of these lands shall be limited to low level (4' or less) crops.

The annual lease amount shall become due and payable in full by April 15th of each year.

The successful bidder must be willing to sign a lease agreement with Houston County. A copy of the lease agreement and the bid form can be viewed on-line at <http://www.co.houston.mn.us/> under Public Notices or obtained by contacting the Houston County Highway Department at (507) 725-3925.

The term of the lease shall be five years, however Houston County reserves the right to cancel the lease agreement for any reason following the removal of each year's crop or December 31st, whichever happens first.

The Board reserves the right to reject any or all bids.

Board of County Commissioners
Houston County, Minnesota
By: Polly Heberlein
Houston County Auditor/Treasurer

ADV: January 14 & 21, 2026 Caledonia Argus
January 12 & 19, 2026 Fillmore County Journal

PLEASE FORWARD AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA
COUNTY OF HOUSTON

Bid for Houston County Airport Crop Land Rental 2026-2030

Drop off or mail bid to: **Houston County Highway Department
1124 East Washington Street, Caledonia, MN 55921**

Email bid to: quotes@hocomn.gov

Bidder's are allowed to listen to bids by calling 507-725-5941 prior to 1:00 p.m. on Wednesday, February 4, 2026.

NAME OF BIDDER _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE # _____

Bid to Rent 5.59 acres of land at the Houston County Airport for a five-year term beginning April 15, 2026.

5.59 acres at \$ _____ /acre = \$ _____ annual lease payment.

In the case of a math error, the price per acre will dictate.

The Houston County Board of Commissioners reserves the right to reject any or all bids

SIGNATURE _____

DATE _____

PRINT NAME _____

FARM LEASE

THIS AGREEMENT, made this _____ day of _____ by and between "Houston County", party of the first part, Lessor; and _____, party of the second part, Lessee; of the County of Houston, State of Minnesota.

WITNESSETH, that the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Houston, and State of Minnesota, viz:

17.63 acres more or less, of cropland owned by Houston County located adjacent to the runway at the Houston County Airport, being in Section 36-102-6 (Please refer to highlighted area on the attached map for a more specific depiction of the leased premises).
(Tax Parcel #P.03.1003.000)

TO HAVE AND TO HOLD, the above rented premises unto the said second party, their heirs and assigns, subject to the conditions and limitations hereinafter mentioned beginning on the 15th day of April 2026, with the terms of this Lease ending the 31st day of December 2030.

And the said second party agrees to and with the said first party to pay as rent for the above-mentioned premises, for and during the full term of this Lease, the **annual** sum of _____ (\$ _____) at Caledonia, Minnesota in yearly installments to wit:

Payment due in full at the Houston County Auditor's Office, 304 South Marshall Street, Suite 116, Caledonia, MN 55921 on or before April 15 of each year. Checks should be made payable to: Houston County Treasurer

It is further understood that the Lessee shall be responsible for payment of all real estate/personal property taxes on said parcel of property.

And it is further agreed, by and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days notice, given by the said

first party in writing, either delivered to second party or sent to Lessee in a sealed envelope, duly stamped and directed to Lessee at

which is hereby declared by said second party to be Lessee's usual Post-office address. Said notice must be given following the removal of that years' crop or December 31st, whichever happens first.

And that said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that he will at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, Lessee's heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to limit the use of the land to low level (4' or less) crops; to cultivate the hereby leased premises in as careful and husband-like manner.

The party of the second part is also to destroy all thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peacefully and quietly have, hold and enjoy the said remised premises and the said second party agrees to utilize the cropland thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of the said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

Lessor hereby reserves the right to terminate this lease by giving Lessee 30 day's written

notice. Lessor shall only terminate this lease if Lessor determines that it would utilize the premises for any purpose other than cropland. Upon termination, Lessee shall have the absolute right to remove any and all crops planted for that crop year or receive reasonable damages for loss of the crop for that crop year, so long as Lessee planted any crops. After removal of the crops or payment of reasonable damages, the Lessor's and Lessee's rights under this Lease Agreement shall terminate and neither party may seek additional damages thereof.

Words used in this instrument in the masculine gender include the feminine and neuter, the singular number includes the plural and the plural the singular.

Additional Terms:

The location and height of crops relative to Part 77 Obstruction Surfaces Areas to be kept free of any crops or farming equipment include the Transitional Surface, Runway Safety Area, Object Free Area and the Obstacle Free Zone.

In the event that the Lessee damages any airport surfaces, including but not limited to the causing of ruts in soft turf, leaving Foreign Object Damage (FOD) on airport ramps or taxiways, etc., the Lessee shall be solely responsible for any and all damages and the cost of repairs. Any repairs not immediately made by the Lessee may be made by the County and billed to the Lessee. Should the lessee fail to reimburse Houston County for the cost of repairs, the Lessee hereby agrees that the County shall have the right to assess the cost of the repairs on the Lessee's real estate taxes.

It is further understood that agricultural crops have a potential for attracting birds and other wildlife which may pose a hazard to aircraft. If birds or other wildlife become a problem because of agricultural operations on the airport, the FAA expects that the airport operator/owner immediately initiate remedial action. A non-certificated airport will be considered as having a wildlife problem if wildlife activity is significant enough to cause or result in a multiple bird strike, engine ingestion, or a damaging collision with wildlife other than birds. If a wildlife problem develops, the county engineer will arrange for a site visit by a wildlife biologist from either the USDA Animal Damage Control or the State wildlife agency. The site visit will determine if the wildlife problem is a result of agricultural crops and will recommend remedial measures to help alleviate the hazard. This remedial action may include the temporary or complete termination of the agricultural operation. If the above mentioned scenario does result in termination of the agricultural operation, the Lessee shall immediately plow under all crop residue and harrow the area smooth, and Houston County will reimburse the Lessee for the cost of the crops lost.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year hereinbefore written.

LESSEE

(Name of Lessee)

LESSOR

Houston County Board of Commissioners
By: Greg Myhre

