

LEASE OF FARM LAND

THIS LEASE, entered into this _____ day of _____, 2021 by and among the City of Mauston (hereinafter "Landowner") and _____ Dean Fish (hereinafter "Lessee") as follows:

1. Property: For and in consideration of the covenants and agreements contained herein, the Landowner hereby leases to the Lessee, all of the property of Parcels A-E (pasture and tillable land) that is shaded on **Exhibit A** attached hereto.

2. Term: This lease shall commence on April 15, 2022 and shall terminate on November 30, 2022.

3. Rent: The Lessee agrees to pay the Landowner according to the Rent Schedule on **Exhibit B** attached hereto. The Lessee will pay the first half of the annual rent to initiate the contract, with the final half due on or before November 30, 2022.

4. Condition of Property:

(a) Warranties and Representations: It is understood that the Lessee is renting the property "as is" without representation or warranties from the Landowner as to either (i) the condition of the property or the buildings, fences or fixtures thereon, or (ii) the fitness for use of the property.

(b) Land: The Lessee shall keep the property picked up and free of garbage, debris and junk. The Lessee shall maintain or improve the soil conditions throughout the term of the contract.

5. Use of Property for Cultivation:

(a) Good Farming Practices: Lessee agrees to cultivate said premises in a good, thorough and husband-like manner and to apply fertilizers, herbicides and pesticides according to good farming practices and to hold Landowner harmless for the application thereof.

(b) Crops: The Lessee shall be permitted to plant corn, wheat, soybeans, and alfalfa, with one restriction identified for Parcel A on **Exhibit A**. Parcel A will be exclusively used for a hay or soybean crop. The Lessee shall use normal fertilization practices consistent with a 120 bushel corn yield or comparable yield for other crops.

(c) Weeds: Lessee agrees to keep said premises free from all noxious weeds and grasses, and in case any appear on said premises, to effectively destroy the same and prevent them from bearing seed, and to comply with the statutes of this State as to the time and manner of destroying the same.

6. Garbage: The Lessee shall not deposit any garbage, refuse, scrap material, hazardous material, waste, junk or other unwanted items on the property. At the termination of this lease, the Lessee shall be responsible for the removal and proper disposal of all such

items, and the Lessee shall be liable to the Landowner for the cost incurred by the Landowner in removing and disposing of any such items.

7. Users: No person may use the property except the Lessee, the members of the Lessee's immediate family, and the employee/s of the Lessee.

8. Utilities: The Lessee shall be responsible for the payment of all utilities on the property, if any. At no time shall the Lessee place said bills in the name of the Landowner without the Landowner's express written consent.

9. Breach: In the event Lessee fails to pay the above-stated rent or breaches any other agreement, covenant, term or condition of this agreement, Landowner shall have the right to re-enter and take possession of the premises, to hold, enjoy and re-rent the same, without such re-entry working a forfeiture of the rents to be paid hereunder for the full term of this Lease. Further, the Landowner may accelerate the full amount due under this lease and collect the same in an action at law together with actual costs, disbursements and attorney fees to extent permitted by law.

10. Waiver of Default: The Landowner's waiver of any default or breach shall not constitute a waiver of any prior or subsequent default or breach.

11. Early Termination by Landowner: At any time during the term of this lease, or any extension or renewal hereof, the City may terminate this Lease as to all or any part of the Leased Premises upon providing the Lessee with at least a 30-day written notice. In the event of such early termination, Lessor shall pay to Lessee the following compensation:

(a) *Damages to Crop.* For damages to a crop, the Lessor will pay the Lessee the fair market value of the lost crop. The fair market value will be that price that is mutually agreed upon by the Lessor and Lessee. If the Lessor and Lessee are unable to agree mutually on the fair market value within 30 days of the claimed loss, the fair market value will be determined by one or more qualified appraisers.

(b) *Rent Refund.* Lessor and Lessee acknowledge that the value of the Leased Premises to the Lessee arises solely out of his ability to raise and harvest crops on the Leased Premises. Rent refund shall be calculated as follows:

- i. On land planted with crops that are harvested once annually, no rent refund shall be due if the crop is harvested, and a 100% rent refund shall be paid for the affected acreage if the crop is not harvested;
- ii. On land planted with crops that are harvested more than one time annually, a prorated rent refund shall be paid for each unharvested crop that is typically expected in a year (i.e. if two of three expected hay crops have been harvested, a 1/3 rent refund would be due).

12. Surrender of Premises: Upon the termination of this lease, the Lessee agrees to peacefully and promptly surrender up said premises to the Landowner in as good condition of

repair as when taken, reasonable wear and tear and damage by the elements alone excepted, and to remove all of the Lessee's livestock, equipment, fixtures and other property from the premises. If the Lessee leaves any property on the premises after the termination of the Lease, the Landowner shall have the right to treat said property as abandoned, and to dispose of the property without liability. The Lessee shall be liable to the Landowner for any cost of removing and disposing of said property, regardless of the value of said property.

13. Landowner Liability: The Lessee must provide insurance coverage for his/her own property, it being expressly understood that the Landowner does not insure the Lessee's property. The Landowner shall not be liable for, and the Lessee shall hold the Landowner harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, his family, guests, invitees, agents or servants. The Landowner shall not be liable for any loss or damage not caused by negligent acts or omissions of the Landowner which Lessee may sustain from:

1. Theft or burglary in or about the premises.
2. Delay or interruption in any utility service from any cause whatsoever.
3. Fire, water, rain, frost, snow, gas orders, or fumes from any source whatsoever.
4. Injury to any person or damage to any property.
5. Failure to keep said property, buildings or fixtures in repair.

14. Liens: This Lease shall be subject and subordinate to the lien of any mortgage now or hereafter placed on the premises by the landowner.

15. Snow: The Lessee shall be responsible for the removal of all snow and ice on the driveways, walkways and work areas of the property.

16. Noise: The Lessee shall not make any loud noises or disturbances.

17. Right to Enter: Landowner reserves the right to enter upon said premises at all reasonable times for the purpose of inspection and making repair or improvements as deemed advisable.

18. Assignment: This contract shall not be assignable nor any part of the premises sublet by Lessee without the prior written consent of Landowner.

19. Mineral and Gravel Rights: Title to all mineral or gravel on the said premises shall remain in the Landowner and this lease does not convey any rights hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year written above.

LANDOWNER: City of Mauston

LESSEE: Dean Fish

By: _____
Dennis Nielsen, Mayor

By: _____
Dean Fish

Attest: _____
Randall D. Reeg, City Administrator

By: _____

This document was prepared and drafted by: Randall D. Reeg, City Administrator

EXHIBIT B
2022 Cropland Lease Rent Schedule
Dean Fish

<u>Parcel Identifier</u>	<u>Location</u>	<u>Acreage</u>	<u>\$/acre</u>	<u>Total</u>
A	West Ind. Pk	15.6		\$ 2,605.00
B	West Ind. Pk	5.25		\$ 855.00
C	West Ind. Pk	8.5	\$ 80.00	\$ 680.00
D	West Ind. Pk	3.25	\$ 80.00	\$ 260.00
E	West Ind. Pk	2.4	\$ 70.00	\$ 168.00
F	City Lagoons	22	\$ -	N/A
G	East Business Park	23.3	\$ -	N/A

2022 Total Rent*	\$ 4,568.00
-------------------------	--------------------

First half for Parcels A - e due at signing \$ 2,284.00

Second half Parcels A - E due November 30, 2022 \$ 2,284.00