

SAUK COUNTY
NEW HEALTH CARE CENTER CROP LAND LEASE

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and _____, _____, Wisconsin, herein called Lessee.

Lessor hereby leases to Lessee the premises, situated in the Town of Reedsburg, County of Sauk, and State of Wisconsin, known and described as follows:

Sauk County New Health Care Center Cropland, 12.9 acres of tillable crop land located adjacent to the new Sauk County Health Care Center. (See Exhibit A, attached and incorporated herein.) Cropland boundaries are as shown on this Exhibit A.

upon the following TERMS AND CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of three (3) years, commencing on March 1, 2015, and terminating on February 28, 2018. Lease term is contingent upon the Lessor obtaining an annual variance from the City of Reedsburg. The rent for said premises shall be \$XX,XXX Dollars (\$XX,XXX) per year, due in advance of the first day of March, during the term of this lease. All rental payments shall be made to Lessor, at the Sauk County Conservation, Planning, and Zoning Department, 505 Broadway, Baraboo, Wisconsin 53913.

2. **Use.** Lessee shall use and occupy the premises for agricultural purposes only. The premises shall be used for no other purpose. Lessee shall follow the Soil Conservation Plan on file with the Conservation, Planning, and Zoning Department to maintain existing conservation practices for the farm which meets tolerable soil loss limits "T." A copy of the current plan is attached and incorporated herein as Exhibit A which is a binding part of this lease. Lessee must maintain a 40-foot setback from the private lots to the east. Lessee must conduct field operations within the hours of 7 a.m. to 9 p.m. Lessee must notify the Conservation, Planning, and Zoning Department seven days prior to conducting field operations.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his own expense and at all times, maintain the premises and any existing fencing in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall not market gravel, or any other part of the leased property. Lessee shall not have any right to any above- or below-ground mineral rights. Lessee shall be responsible for all repairs required. Lessee shall not damage the city street curb or blacktop.

Lessee agrees to farm using conservation practices and to preserve established water sources, tile drains, tile outlets, grass waterways and diversions and to refrain from any operation that will injure such. Damage will be repaired at the Lessee's expense. Conservation practices include utilizing no till farming practices as well as establishing cover crops on all cropland. Cover crops will be established after conventional crops are harvested with the exception of corn harvested as grain. When corn is harvested as grain, no cover crop is required; however, no residue may be removed from these fields. Only cover crop seed mixtures approved *in writing* by the Sauk County Conservation, Planning, and Zoning

Department will be used. Field equipment operations (planting, spraying, harvesting) shall be conducted between the hours of 7 a.m. and 9 p.m. All crops must be harvested prior to December 1, 2014.

Lessee shall develop and follow a nutrient management plan to meet Natural Resources Conservation Service Standard 590 for all fertilizer applications on the cropland. The plan shall be approved by the Conservation, Planning, and Zoning Department prior to any commercial fertilizer applications. Manure will not be spread on this cropland.

Lessee shall apply herbicides with residual in a manner that will not interfere with the rotation specified in the conservation farm plan. Hazardous wastes and other debris shall not be accumulated or disposed of on Lessor's property. Hazardous waste shall include, but is not limited to, empty pesticide and oil containers and waste oil.

Lessee shall report planted acres to the Sauk County Farm Services Agency (FSA) office to maintain maximum eligibility to participate in the government programs in the future, even if the Lessee chooses not to participate in government programs during that year. The Lessee shall submit a copy of the FSA report to the Lessor by July 1 of each year. Land leased under this contract will not be combined with any other land for grain base purposes without prior written permission of the Lessor.

4. **Alterations.** Lessee shall not, without first obtaining the prior written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of crop land provided by this lease, as described above, in total or in part. Such reduction shall occur in the event that the Sauk County Board of Supervisors shall by Resolution require such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a refund in the rents due under this lease, based upon a pro rata reduction in the leased area below the 12 acres estimated.

If the reduction should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the intended reduction to an amount under 12 acres prior to the actual planting of the crop, Lessee shall be entitled to a credit to compensate for the expense of planting as well as the acreage rented adjustment. Final acreage determinations shall be made by the Conservation, Planning, and Zoning Department staff using the best available data.

8. **Utilities and Easements.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for

the duration of this lease. Fire hydrant lines, sewage lines and manholes located on the leased property will be maintained by the Lessor. Access to these lines is reserved for maintenance work. If damage occurs to crops as a result of this maintenance work, the Lessee will be credited for the lost crop as per the process identified in Section 7.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. **Insurance.** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent on any impacted acreage shall be reduced for that year as determined in section 7. Disposition of any crop on the impacted lands shall be negotiated as a part of the eminent domain process. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days after the giving of such notice (or such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Lessee agrees to obtain an attorney of any court of record, as attorney for Lessee, on default by Lessee of any of the covenants, to enter an appearance in court of record, to waive process and service of process, and trial by jury, and to confess judgment against Lessee in favor of Lessor, with costs of the suit. The Lessee expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

14. **Security Deposit.** The Lessee is obligated to establish a cover crop for each year of the lease including the final year. Failure to establish the cover crop is considered a breach of the lease. The Lessor has established a cover crop that is present on the property at the

commencement of the lease. The Lessor shall be required to post a Six Hundred Fifty Dollar (\$650) security deposit at the commencement of the lease to ensure the establishment of the cover crop in each year of the lease including the final year. If in any year of the lease, Lessee fails to establish an acceptable cover crop, the lease may be terminated at the option of the Lessor, and the deposit forfeited. In addition, Lessee shall be liable to the Lessor for any cost of establishing the cover crop over and above the amount of the deposit. If the Lessor establishes an acceptable cover crop in each year of the lease including the final year, the Lessee shall be entitled to the return of the deposit.

15. **Arbitration.** In the event that Lessor and Lessee cannot reach agreement on any matter connected with this lease or its application, the matter shall be referred to a committee of three arbitrators, one chosen by each party and the third chosen by the two thus chosen. None of said arbitrators shall be related to either party or have any interest, directly or indirectly, personally or otherwise, in the questions presented. The decision of this committee shall be accepted as final by both Lessor and Lessee. The cost of said arbitration shall be borne equally by the parties.

16. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

17. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee or Lessor at the respective address specified above, or at such other places as may be designated by the parties from time to time.

18. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties. Lessor shall be entitled to sell the subject premises during the term of this lease, provided that Lessor's rights and obligations under the lease are explicitly accepted and assumed by the buyer who would be bound thereby.

19. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

20. **No Partnership Established.** No partnership is hereby established. The terms of this agreement shall not be construed as establishing any partnership relation between the Lessor and the Lessee. Neither party shall be liable for any debts or obligations incurred by the other without written consent.

21. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

FOR LESSOR, SAUK COUNTY, FOR LESSEE, _____

_____, For Lessee

Date

Gerald Lehman, Chairperson, For Lessor
Conservation, Planning, and Zoning Committee

Date

Rebecca DeMars
County Clerk

Date

DRAFT