

TOWN OF CLAYTON
FARM LEASE AGREEMENT

1. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY:

This Lease, made by and between the Town of Clayton, County of Winnebago, State of Wisconsin, a body politic and Municipal Corporation, by its Town Board of Supervisors, Town of Clayton, 8348 Hickory Ave, Larsen, WI 54947 (“Town”) and, Daniel P. Seelow, 3476 Shady Lane, Neenah, WI 54956 (“Tenant”); on this 1st day of January 2025. Under the terms and conditions that follow, the Town hereby leases to the Tenant approximately 37.4 acres of farm property to use for agricultural purposes. Said property is situated in the Town of Clayton, County of Winnebago, and specifically known as Tax ID # 006-0328-01 located in Section 12, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin.

2. TERM OF LEASE:

The term of this lease shall be from January 1st, 2025, to December 31st, 2025, and the Tenant shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least 2 months before the end of the current term shall be constructive notice of intent to allow the lease to expire. Amendments and alterations to this lease may be made in writing in the space provided on the back of this form at any time by mutual agreement. In the event of failure to agree on a proposed alteration, the existing provisions of the lease shall control operations.

3. RENTAL RATES AND ARRANGEMENTS:

a. Option 1. Cash Rent

- i. As rent for the property, the Tenant agrees to pay the total sum of dollars \$110.00 per acre, per year.

4. CONSERVATION PRACTICES:

Tenant agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will injure such structures. The Tenant agrees to remain in compliance with any conservation plan for the property.

5. IMPROVEMENTS AND REPAIRS:

The costs of any improvement to the property undertaken during the term of the lease shall be the responsibility of the Tenant. The Tenant shall have prior consent of the Town before making any improvement to the property.

6. PROPERTY RIGHTS:

a. Right of Entry:

The landowner reserves the right for them, their agents, their employees, or their assigns to enter the property at any reasonable time for purposes of:

- i. Consultation with the Tenant;

- ii. Making repairs, improvements, and inspection;
- iii. Developing mineral resources;
- iv. After notice of termination of the lease is given, for purposes of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the Tenant in carrying out regular farm operations.

7. **TRANSFER OF PROPERTY:**

If the landowner should sell or otherwise transfer title to the property, he or she will do so subject to the provisions of this lease.

8. **NO RIGHT TO SUBLEASE:**

The landowner does not convey to the Tenant the right to lease or sublease any part of the property or to assign the lease to any person or persons, unless prior approval is obtained from the landowner.

9. **HEIRS AND SUCCESSORS:**

The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landowner and Tenant in like manner as upon the original parties. However, in event the lease is for more than one year, the heirs or successors of the Tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

10. **ADDITIONAL AGREEMENTS REGARDING PROPERTY RIGHTS:**

- a. Crop Residue Grazing: The Tenant shall not allow any crop residue grazing on the property.
- b. Hunting: The Tenant shall not allow any firearm hunting on the property.
- c. Recreation: The Tenant shall not allow the property to be used for any recreational purposes.

11. **NON-PARTNERSHIP:**

This lease does not give rise to a partnership. Neither party shall have the authority to bind the other without written consent. Neither party shall be liable for debts or obligations incurred by the other without written consent.

12. **ARBITRATION:**

If parties to this lease cannot reach an agreement on any matter, or problem, the question shall be submitted to an Arbitration Committee for decision. This committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The decision of the Arbitration Committee shall be accepted by both parties.

13. **DEFAULT:**

If either party willfully neglects or refuses to carry out any provision, the other party shall have the right, in addition to compensation for damages, to terminate the lease. He or she shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

14. **OPT OUT CLAUSE:**

If the Town requires that the tenant vacate the land prior to the end of lease term, the Town shall reasonably compensate the Tenant for the crop inputs or the value of the lost harvest. Value shall be determined by the market value of the crop inputs or the market value of the crop at maturity.

Approved by the Town Board on this _____ day of _____ 20____

The term of this lease shall be from January 1st, 2025, to December 31st, 2025

Russell D. Geise, Town Chair

Daniel P. Seelow, Tenant

Attest:

Kelsey Faust-Kubale, Clerk