

CROPLAND LEASE- RICHLAND AIRPORT

THIS LEASE AGREEMENT is entered into between the **City of Richland Center**, a Wisconsin municipal corporation, whose address is 450 South Main Street, Richland Center, Wisconsin, hereinafter alternatively referred to as the City or as Landlord, and **Chad Johnson**, an adult resident of Richland County, his address being 28999 Downey Lane, Richland Center, WI 53581, hereinafter referred to as Tenant, for the purposes and on the terms set forth below:

I. RECITALS

1.1 Landlord is the owner of certain parcel of real estate on the Richland Airport property located in Section 6 of the Township of Buena Vista, Town 9 North, Range 2 East, Richland County, Wisconsin, consisting of approximately 54 tillable acres, more or less, shown as fields in the aerial photos titled Exhibit 1 attached hereto and made a part hereof.

1.2 It is specifically agreed by the parties that Tenant, being an experienced farm operator, has made inspection of the tillable fields on said property and is satisfied with the above approximation of the number of acres being rented in the available tillable fields. Tenant thus relies upon his inspection and experience as to the number of available tillable acres, and not upon any representation of Landlord.

1.3 Tenant is a farm operator and agrees to enter into a cash lease of the aforesaid premises of Landlord for agricultural purposes only on the terms set forth herein.

II. TERM OF LEASE

2.1 This lease shall be for a term of three (3) or five (5) years, commencing January 1, 2023, and terminating December 31, 2028. Tenant shall have no right of renewal. However, if the Tenant continues to use the rented property beyond the termination date and the Landlord does not take steps to terminate such use, the Tenant shall be liable to the Landlord for rent for each year that the extended use continues at the same rate and on the same terms as set forth herein for the lease term.

2.2 Within a time period of thirty (30) - ninety (90) days from the termination of this lease (January 1, 2023), Tenant shall notify the City of said termination date.

III. AMOUNT AND PAYMENT OF RENTS

3.1 The annual cash rental for the cropland over the term of this lease shall be in the yearly amount of \$12,204.00, which rental shall be due and payable as follows:

a. A cash payment equal to one-half (1/2) of each year's total rent in the amount of \$6,102.00 shall be due and payable on before April 1 of each respective year of this agreement.

b. An additional cash payment equal to the balance of each year's total rent in the amount of \$6,102.00 shall be due and payable after the harvesting by Tenant or Tenant's assignees or agents of any crop grown on the leased lands, but in no event later than December 1 of the crop year for which the rent is due.

c. Any payment not timely made shall bear interest at twelve per cent (12%) from its due date until paid. In addition, failure to make any rental payment when due shall constitute grounds for the City to terminate this lease, in the City's sole discretion.

d. Landlord and Tenant mutually acknowledge that 54 acres is a mutually agreed amount of acreage being rented. The Tenant has had the opportunity to survey and review the land in question and the parties agree with the mapped acres shown in Exhibit 1, which is incorporated herein.

IV. LAND USE AND CROPPING

4.1 The rented tillable fields shall be actively farmed. Tenant shall not place any of the rented lands in any set aside program, although it is permissible for Tenant to include rented lands in his overall set-aside computations provided he crops the rented lands. Any desired fertilizer shall be purchased and paid for by Tenant, without any obligation on the part of Landlord to make contribution, reimbursement or payment therefor. Tenant shall furnish at his expense all labor and machinery utilized in the preparation for and carrying out of farming operations. The Tenant shall leave all seeding, whether new or existing, in good condition at the expiration of the lease term or of any extension of the lease term.

4.2 Farming activity on the rented land will be limited to the growing of alfalfa and harvesting hay and forage grass and growing soybeans. Growing of corn is prohibited. Tenant shall plant these crops on the rented land at Tenant's expense, without contribution from the city for seed, fertilizer or other cropping inputs. Tenant shall be entitled to harvest the nurse crop and cut hay off seeded rented land during the lease term.

4.3 Certain areas of the lands under this contract cover require low crops and certain areas allow for higher crops to be planted, which areas are shown on the attached Exhibit 1 and marked "Restrictions".

4.4 Existing crop stripping practices, if applicable, shall be maintained during the term of this Lease, and Tenant shall consult Landlord as to which strips shall be seeded or plowed. Tenant will not break up any existing sod on any seeded down area.

4.5 Tenant agrees that access to crop land will not be through or on top of any active runway, paved or grass, and tenant shall gain access to the crop land exclusively by going around the active runway areas delineated on the Airport Map. In the event that tenant or tenant's agent shall damage any runway by use of tenant's machinery, tenant shall be liable for the cost incurred by the City to repair such damage.

4.6 Tenant or tenant's employees shall not under any circumstances drive any item of agricultural equipment across any portion of the grass runway or the paved runway, any taxiway or ramp. In the event of any violation of this subparagraph the Tenant agrees to pay a penalty to the City in the amount of \$500.00.

4.7 No manure shall be deposited, spilled or spread on any portion of the grass runway.

4.8 No manure or mud shall be deposited, spilled or spread on any portion of the the paved runway or paved taxiways.

4.9 No agricultural activities shall be conducted within 125 feet of the centerline of either runway.

V. ADDITIONAL TENANT'S OBLIGATIONS

5.1 Tenant shall follow farming practices that are generally recommended and best adopted to this type of farm and for this locality unless other practices are agreed upon with Landlord. Tenant shall consult with **Landlord in the person of the Mayor, the Chairman of the Airport Committee or the Airport Manager*** with regard to any farming practice which could materially affect the use and value of the farm after termination of this Lease, and the decision of Landlord shall control as to whether any such practice shall be allowed. Tenant agrees to consult with the **duly appointed Chairman of the Airport Committee*** and the **Airport Manager*** on any and all questions that might arise in regards to the operation of the said premises. If, at any time during the term of this lease, a conservation plan is in effect for the premises, Tenant shall follow the requirements of said plan.

*****Consider and provide opinion on changes to the highlight portions of provision 5.1 above- Airport Committee, Airport Manager or Property Committee, etc.**

5.2. Tenant shall preserve all established watercourses, tile drains, tile outlets, grass waterways and terraces, and shall refrain from any operations that will injure them.

5.3. Tenant shall take reasonable steps to keep down weeds on the rented lands and along abutting fencerows and field access roads.

5.4 Tenant shall yield up peaceable possession of the rented lands at the termination of this Lease.

5.5 Tenant acknowledges the rented lands are to be used solely for the purpose of raising feed grain and forage crops as described above. As such, Tenant shall not pasture or graze livestock of any nature on the rented lands.

5.6. Tenant shall be responsible for insuring his operations and equipment used on the property and maintain liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring Tenant and Landlord with minimum coverage as follows: Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured with policy limits at a minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by Landlord or Tenant, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

FORMATTING WILL BE CORRECTED

Exhibit 1: Cropland Lease- Airport

2019

