

THE VILLAGE OF



RIDGEWAY

208 Jarvis Street | Suite A | Ridgeway, WI 53582

LAND LEASE

Parker Ihm (Lessee) and **Village of Ridgeway (Lessor)** enter into this Agreement (Lease) in consideration of their mutual promises and respective obligations set forth in the following provisions, conditions and covenants:

PROVISIONS, CONDITIONS, AND COVENANTS

LAND

Lessor leases to Lessee and Lessee hires from Lessor from the term at the rent, and upon all of the other provisions, conditions and covenants hereinafter set forth, a 6.0 acres (+/-) portion of 12.0 acres of real property situated at South end of Cardinal Way Sub-division to the abutment of Grove Street (Hwy “HHH”), the County of Iowa and State of Wisconsin which is commonly known as Village of Ridgeway, hereinafter referred to as the “Land”.

USE

The Land shall be used and occupied by Lessee for the purpose of farming and for no other purpose.

- No liquid manure will be applied. Lessee shall remain mindful of potential nuisances to neighbors and minimize same.
- Ingress and Egress shall be from Cardinal Way with the lightest weight equipment necessary until and unless access becomes available by other means. Barricades removed must be replaced. We understand that this is farming and some amount of field spoils will make their way to the roadway, however, lessee must take extreme care to limit tracking and keep the roadway free from dirt and mud.
- Any and All coordination and communication will be done through the Village of Ridgeway. Lease and legal with the Village Clerk. Operations and communication with Public Works and Streets & Parks.
- Lessee agrees to maintain the non-planted and untilled land with respect and care as deemed agreeable. No debris piles, compost, or other operations to occur on the un-leased acreage with lessee maintaining their access with the least amount of disturbance to the un-leased land.

TERM

The Lease shall commence on May 1, 2026, and expire on April 30, 2029 (3 Year Term) unless such it shall otherwise begin or be delayed, extended, or terminated in accordance with other provisions contained

herein. Lease may be terminated at the end of a crop season in the event any development would be approved to be built on the said land.

CROP Provision: This lease may be terminated prior to the end of the crop season by the Lessor, in the event any development is approved, and work is to begin prior to crops being harvested. The Village agrees to pay the lessee any costs incurred to plant the crops and any loss due to the inability to harvest planted crops should this provision be invoked.

RENT

Lessee shall pay Lessor as rent for the Land \$80.00 per acre, per year to be paid in full annually on May 1 of each year. The annual payment equals (6 acres at \$80) \$480.00.

INDEMNIFICATION

Lessee agrees to indemnify and hold Lessor harmless and free from any and all costs and expenses and liabilities, including attorney fees, arising by reason of any damage or injury to any person or property which may arise from or be due to the occupancy or use of the Land by Lessee, its employees, agents, guests or visitors unless such is caused by or attributable to the negligence or intentional conduct of the Lessor, its agents, contractors, employees or invitees.

PUBLIC AUTHORITY REQUIREMENTS

Lessee agrees to conduct its business on the Land in compliance with all laws, ordinances and regulations of USDA, Federal, State and local governmental agencies, in accordance with the direction of any public officer(s) pursuant to law, and as required by all rules, orders, regulations or requirements of any regulatory body having jurisdiction over the Land or the business of the Lessee conducted therein. Lessee must practice best use of conservation practices.

DEFAULT BY LESSEE – REMEDIES OF LESSOR

- A. Failure to pay any rental installment or other sums of money required of Lessee hereunder, as and when due, for a period of fifteen (15) days following receipt of written notice thereof shall constitute a material default and breach of this Lease by Lessee.
- B. Upon the occurrence of any of the circumstances of default set forth in the Article, Lessor may hold and/or declare Lessee in default of the Lease by giving written notice thereof; whereupon, Lessor shall have the option to pursue any one or more of the remedies hereinafter set forth in addition to those rights of recovery which may be available through other actions or procedures at law or in equity:
 - (1) Request Lessee to immediately surrender the Land; and, upon the failure of Lessee to do so, take immediate possession of the land by detainer suit or otherwise.

(2) Terminate this Lease at any time; however, no actions on the part of the Lessor shall be construed as an election to terminate this Lease unless decreed by a court of competent jurisdiction or given in writing to Lessee.

NOTICES

All notices, demands, or communications required to be given under this Lease shall be forwarded simultaneously by certified mail or by hand delivery to the respective addresses of the parties. Addresses of the parties:

LESSOR: Village of Ridgeway - 208 Jarvis St. Suite A. - Ridgeway, WI 53582

LESSEE: Parker Ihm – [ADDRESS]

ENTIRE AGREEMENT

There are no other agreements, conditions or understandings, either written or oral, between the parties hereto with respect to the Land other than those set forth in the Lease or incorporated by reference. No subsequent amendments, deletions, or additions to this Lease shall be binding upon the parties hereto unless such shall be reduced to writing and executed by each of the said parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day, and year first set forth herein.

LESSEE:

LESSOR:

Name

Date

Village Of Ridgeway -Date