



March 25, 2022

Mr. David L. Gartman
5509 Moenning Road
Sheboygan, WI 53081

Re: Lease of the Former Poth Property

Dear Mr. Gartman:

Enclosed please find a fully executed copy of the Lease Agreement for lease of the approximately 30 acres of agricultural land on the former Poth property for 2022.

Should you have any questions, please feel free to contact me.

Sincerely,

Charles C. Adams
Charles C. Adams (Kah)
CITY ATTORNEY

CCA/kah
Enclosure

cc: Deputy Finance Director Jessica Huss (w/enc.) via email
City Clerk Meredith DeBruin (w/enc.) via email
(authorized by Res. No. 136-21-22)

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

FILE COPY

LEASE AGREEMENT

THIS AGREEMENT, made this 18 day of March, 2022, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "LESSEE."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the LESSOR does hereby lease and let unto the LESSEE approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988 S 1/2 OF S.W. S.W., Sec. 10

59281470989 S 1/2 of S.E. S.W., Sec. 10

59281472509 W 1/2 of N.W. S.E., Sec. 10

59281472510 N 1/2 of W 1/2 of S.W. S.E., Sec. 10

59281-470988/470989/
472509 & 472510
Parcel Ident. No.

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2022 through December 31, 2022.

3. That the total rental rate for this parcel of land for 2022 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2022.

4. That the LESSEE shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the LESSEE agrees that the LESSOR may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the LESSEE shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. LESSEE shall have no right or interest in the renewal of this lease agreement.

Dated this 16 day of March, 2022.

LESSEE

BY: David L. Gartman
David L. Gartman

Dated this 18 day of March, 2022.

CITY OF SHEBOYGAN (LESSOR)

BY: Ryan Sorenson
Ryan Sorenson
Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this 18
day of March, 2022.

Charles C. Adams
Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
136-21-22.