

## LEASE AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of April, 2024, 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, LLC, 5509 Moenning Road, 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 150 acres of tillable land located within certain agricultural property described as follows:

Parcel No. 59281-470988.  
Parcel No. 59281-470989.  
That portion of Parcel No. 59281-471044  
lying south of the creek/tree line that runs  
generally east to west through the parcel.  
That portion of Parcel No. 59281-471043  
lying south of the creek/tree line that runs  
generally east to west through the parcel.  
Parcel Nos. 59281-471045 and 59030-454913.  
Parcel No. 59281-471047.  
Parcel No. 59281-471048.  
Parcel No. 59281-471046.  
Parcel No. 59281-471049.

All parcels are located in Section 10,  
Township 14 North, Range 23 East, City of  
Sheboygan and Town of Wilson, Sheboygan  
County, Wisconsin. The 150 acres of  
tillable land does not include the non-  
farmable areas that include yards and  
buildings which are the subject of a  
separate Residential Rental Agreement.

2. That the term of this lease shall be for the period from April 1, 2024 through March 31, 2025.

3. That the rental rate for the parcels being leased by **LESSEE** of land for the period from April 1, 2024 through March 31, 2025, shall be at the rate of one-hundred fifteen (\$115.00) dollars per acre, for a total of Seventeen Thousand Two Hundred Fifty and 00/100 Dollars (\$17,250.00), which shall be due and payable at the City of Sheboygan Finance Department located at 828 Center Avenue, Sheboygan, Wisconsin, on the 16th day of April, 2024.

4. That the **LESSEE** shall use the 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 land 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 seven (7) months 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 \_\_\_\_ day of April, 2024.

**DAVID L. GARTMAN, LLC (LESSEE)**

**BY:** \_\_\_\_\_  
David L. Gartman, Member

Dated this \_\_\_\_ day of April, 2024.

**CITY OF SHEBOYGAN (LESSOR)**

**BY:** \_\_\_\_\_  
Ryan Sorenson  
Mayor

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin  
City Clerk

This document is authorized by and in accordance with Res. No.  
\_\_\_\_\_-23-24.