

AGRICULTURAL LEASE EXTENSION AGREEMENT

This Agricultural Lease Extension Agreement (“Extension Agreement”) is entered into by and between the City of Watertown, a Wisconsin municipal corporation (“Lessor”) and Dettmann Dairy LLC, a Wisconsin limited liability corporation (“Lessee”). The City and Lessee may be referred to collectively as the “Parties.”

WHEREAS, the Parties entered into an Agricultural Lease (“Lease”) for 140 acres of existing non-irrigated farmland adjacent to the City of Water/Wastewater Utility Complex on the west side of the railroad tracks on or around April 30, 2021, a copy of which is attached and incorporated herein as **Exhibit A**; and

WHEREAS, the term of the Lease expires on April 30, 2026, and allows the Parties to extend the term for additional years; and

WHEREAS, the Parties desire to extend the Lease for an additional one-year period.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Extension of Term.** The term set forth in the Lease is hereby extended for an additional one (1) year term and shall expire on April 30, 2027. All agricultural activities conducted pursuant to the Lease may continue under the same terms and conditions during the extended term.
2. **No Other Modifications.** Except as expressly amended by this Extension, all terms, conditions, covenants, and obligations of the original Lease remain in full force and effect.
3. **Effective Date.** This Extension shall be effective as of the last date signed below.

IN WITNESS WHEREOF, the Parties have executed this Agricultural Lease Extension Agreement on the dates shown below.

Dated this _____ day of _____, 2026.

CITY OF WATERTOWN

BY: _____
Robert Stocks, Mayor

Dated this _____ day of _____, 2026.

DETTMANN DAIRY LLC

BY: _____

EXHIBIT A
AGRICULTURAL LEASE

AGRICULTURAL LEASE

The Lessor, The City of Watertown Wastewater Utility ("the Utility"), and the Lessee, Dettmann Dairy LLC ("Lessee"), for good and valuable consideration, hereby enter this Lease of agricultural land on the following terms and conditions:

- 1. Leased Land.** The Utility leases to Lessee approximately 140 acres of existing non-irrigated farmland adjacent to the wastewater complex on the west side of the railroad tracks located at the address below signature (the "Leased Land"). The Leased Land excludes buildings, parking lots, developed areas, and other areas that are not, at present, within agricultural use. The parties agree that the exact acreage for the purposes of this Lease shall be determined annually by the amount of acreage reported to the Farm Service Agency (FSA) for the Farmers Agricultural Risk Coverage (ARC) by copy of map of the Leased Land for the current year. The exact acreage shall be verified with Lessee annually prior to the May 15 rent due date. Lessee at the time shall provide the Utility with a field map showing plantings, nutrient management plan and a planting schedule. The Utility has all existing farmland identified in its Wisconsin Pollutant Discharge Permit as part of their water quality trade for future permit compliance and as such the actual acreage to be in crop rotation may change annually during the term of this lease. If changes are made by the Utility regarding the land use in place, then compensation will be negotiated between the Utility and the Lessee and be reflected in the annual rent payment in a fair and equitable manner.
- 2. Agricultural Use by Lessee Only.** The Leased Land shall be used by Lessee for agricultural purposes only. Lessee shall not use the Leased Land for any other purpose. Lessee shall not permit other persons to use the Leased Land for any purpose, including recreational uses, including but limited to: hunting, ATV trail riding, horseback riding, camping, hiking trails or snowmobiling. Lessee shall have the right to the exclusive possession and use of the Leased Land for such agricultural purposes.
- 3. Term.** The term of this Lease is from this 30 day of April and is valid to this 31 day of April 2026, unless otherwise agreed upon by both the Utility and Lesser to extend for additional years.
- 4. Rental Payments.** Lessee shall pay \$225 per acre of crops planted for a crop year. This annual rental payment shall be made in their entirety on or before May 15 of each year during the term of this Lease.

5. **Rental Security.** Lessee shall not remove or sell any crops from the Leased Land before the annual rent due for the crop year at issue has been paid to the Utility. If Lessee is in default in its rental payment, the Utility has the right to take possession of the crops on the Leased Land, or a portion thereof, and preserve and sell them to a third party to satisfy payment of any unpaid due rent and to cover any other damages to the Utility resulting from such circumstances.
6. **Assignment of Rights.** This Lease and none of the rights hereunder shall be assigned nor shall any of the Leased Land be sublet without the prior written consent of the Utility, the consent may be granted or withheld in its sole discretion. In the event of a sale or conveyance of the Leased Land by the Utility, the same shall operate to release the Utility from any future liability upon any of the covenants or conditions of this Lease, and in such event Lessee agrees to look solely to the successor-in-interest of the Utility in and to this Lease.
7. **Other Land Use Conditions.**
 - a. Lessee shall pay the cost of purchasing and spreading not less than maintenance levels of fertilizer and limestone for the crops to be grown on the Leased Land. The maintenance levels shall be determined by the USDA. All herbicide, pesticides, organic solids, and chemicals shall be applied in the customary manner in Jefferson County and in accordance with all manufacturer recommendations. Lessee shall provide documentation and evidence verifying the maintenance level of fertilizer and limestone along with all chemicals, organic solids, herbicides, pesticides used on the Leased Land as requested by the Utility from time to time.
 - b. Lessee shall from year to year rotate the crops on the Leased Land to maintain, protect and benefit the soil quality of the Leased Land. Lessee shall correctly apply fertilizer, herbicides, pesticides, and organic solids as necessary or beneficial given the soil and crop conditions.
 - c. Lessee shall keep the Utility gates locked at all times.

- d. Lessee shall maintain the drain tiles and outlets on the Leased Land and shall not allow the outlet to close or be obstructed as a result of plowing or other Lessee's activities on the Leased Land. Lessee shall not cause any drainage ditch to be closed or obstructed as a result of plowing or other of Lessee's activities on the Leased Land.
 - e. Corn stalks and other crop residuals as part of the harvest shall remain on the fields as fertilizer and shall not be removed.
 - f. Lessee shall not use the Leased Land for dumping any materials except those expressly stated in this Lease or with express written consent of the Utility.
 - g. Lessee shall preserve and protect from injury all trees, shrubs, bushes, native species if identified as threatened or endangered, or ornamental plantings on the Leased Land.
 - h. No timber, sand, gravel, soil, minerals, or oil may be removed from the Leased Land without express written consent of the Utilities Water Systems Manager.
 - i. All straw, organic solids, fertilizer, herbicide or pesticide on the Leased Land at the termination of this Lease becomes property of the Utility.
 - j. Lessee shall comply with all federal, state and local laws in its use of and activities on the Leased Land. Specifically requirements set forth in Wisconsin Administrative Code Chapter NR 151; Nutrient Management.
8. **Insurance.** Lessee will during the term of this Lease have and maintain liability insurance at the coverage levels acceptable to the Utility. Lessee will at or before the start of the term of this Lease, and thereafter as requested by the Utility to evidence continued coverage, provide the Utility with a certificate(s) of insurance showing all applicable insurance coverage and naming the Utility as an additional insured. Lessee will provide the Utility with 30 days advance written notice of any material change in such insurance coverage.

9. **Indemnity.** Lessee agrees to indemnify, defend and hold harmless the Utility, its officers, directors, members, employees and agents collectively, from all claims, demands, and suits of any nature arising by reason of the acts or omissions related to this Lease by Lessee or any of the Lessee's agents, except if due to the sole negligence, willful or intentional misconduct of the Utility or its officers, directors, members, employees and agents.

10. **Damages for Breach or Default.** Lessee agrees to be liable for any and all damages recoverable at law and all costs of collection, including reasonable attorney's fees, incurred by the Utility as a result of any default or breach of this Lease by Lessee.

11. **Entire Agreement.** This Lease constitutes the entire Lease and understanding of the parties with respect to the subject of this Lease, and the parties in entering this Lease do not rely on any understandings or representations not expressly set forth herein. This Lease can be modified only by a writing executed by both parties.

City of Watertown Wastewater Utility LESSEE

By: _____

Emily McFarland

Mayor - City of Watertown

800 Hoffmann Drive
Watertown, WI 53094
Telephone (920)262-4085

Date: 4/30, 2021

For Bettmann Dairy LLC

By: _____

(INSERT NAME OF LESSEE)

N7307 CTH-N
Johnson Creek, WI 53038

(INSERT ADDRESS OF LESSEE)

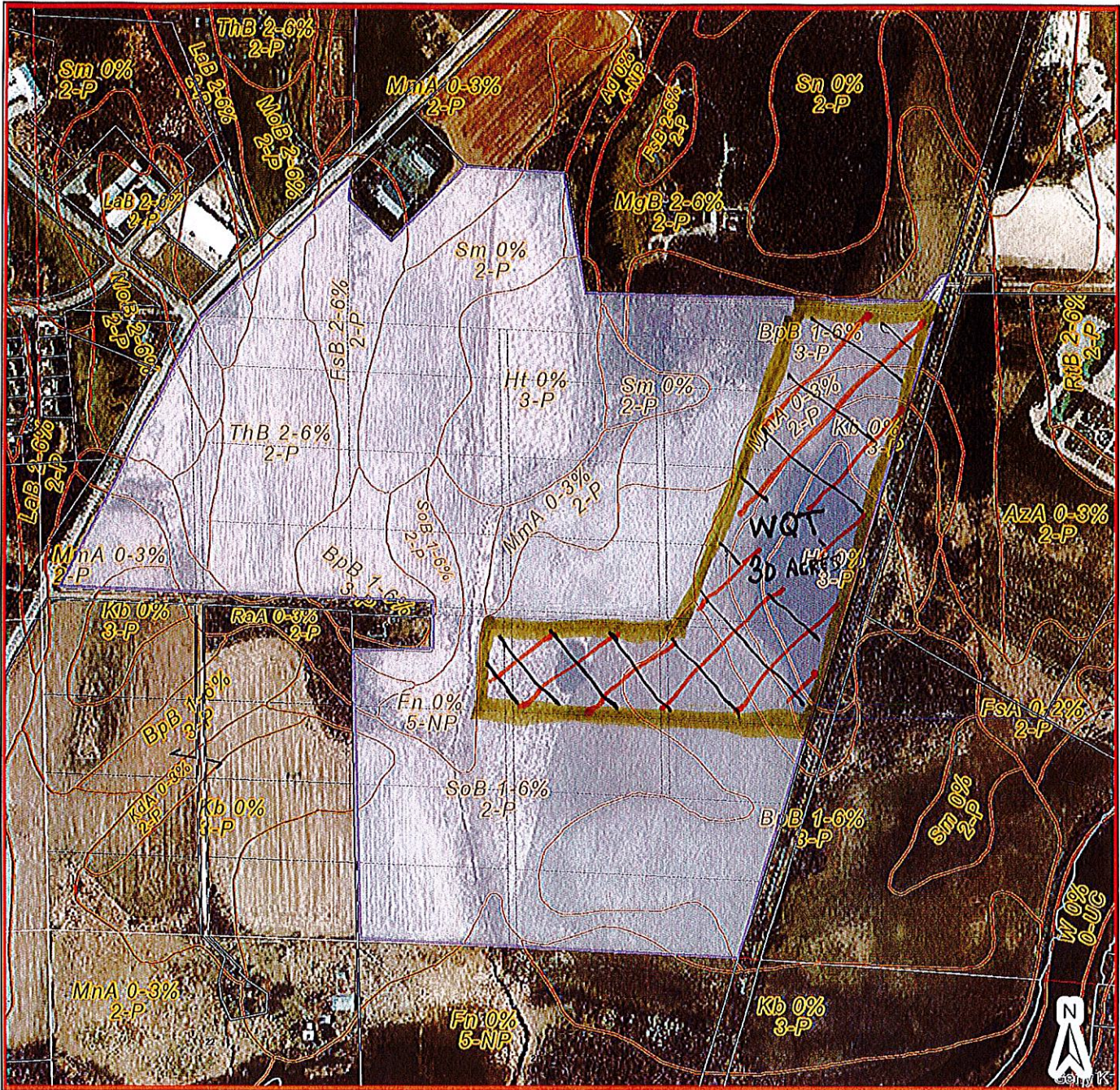
Date: 4/30, 2021

CROP LAND FOR RENT

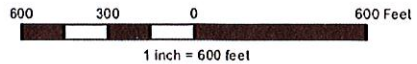
The City of Watertown has approximately 140 acres for rent. The land is located west of the wastewater treatment facility on Milford St. with access from River Dr., PIN #291-0815-0831-000. The terms of the lease will be for the 2021-2025 growing years. Please submit bid and terms (no special form required) in an envelope clearly marked "Crop Land Bid" to City of Watertown, 106 Jones Street, PO Box 477, Watertown, WI 53094. Call 920-262-4085 with questions. Bids are due no later than April 16, 2021 at 4:30 p.m. The city reserves the right to reject any and all bids and accept the bid which is in the best interest of the City of Watertown.

Our bid for this on a 5 year lease
is \$225.00/ACRE. DETTMANN Dairy Farms
N7307 CTH - W
Johnson Creek, WI 53038
by Jim Dettman / member

Watertown Wastewater land for rent



Description	— Road Right of Ways	□ Soil Map Units & Percent Slope
Parcel Lines	— Section Lines	
— Property Boundary	— Surface Water	
— Old Lot/Meander Lines	— Map Hooks	
— Rail Right of Ways	Tax Parcels	



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

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Author: Public User



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Program Year	Period	Week Ending	Geo Level	State	State ANSI	Ag District	Ag District Code	County	County ANSI	Zip Code	Region	watershed_code	Watershed	Commodity	Data Item	Domain	Domain Category	Value	CV (%)
SURVEY	2025 YEAR		COUNTY	WISCONSIN	55	SOUTH CENTRAL	80	JEFFERSON	055			00000000		RENT	RENT, CASH, CROPLAND, NON-IRRIGATED - EXPENSE, MEASURED IN \$ / ACRE	TOTAL	NOT SPECIFIED	181	8.6