

**AMENDMENT TO:**  
**SAUK COUNTY HEALTH CARE CENTER CROPLAND LEASE**  
**SAUK COUNTY FARM CROPLAND LEASE**  
**SAUK COUNTY FARM PASTURE LEASE**

**THIS LEASE AMENDING AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 2022

**BETWEEN:**

Sauk County, Lessor

And

Jason Bergman, Lessee

Peter Kinsman, Lessee

**Background**

- A. County of Sauk, "Lessor" and Jason Bergman, "Lessee", and Peter Kinsman, "Lessee", entered into Lease Agreements made for the premises known as the Sauk County Farm located in the Town of Reedsburg, and the Sauk County Health Care Center located in the City of Reedsburg, County of Sauk, and State of Wisconsin dated March 1, 2018.
- B. The Lessor and Lessees desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Agreement").
- C. This Agreement is the third amendment to the Sauk County Farm Cropland Lease.
- D. This Agreement is the second amendment to the Sauk County Farm Pasture Lease.
- E. This Agreement is the first amendment to the Sauk County Health Care Center Cropland Lease.

**IN CONSIDERATION OF** the Lessor and Lessees agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements provided below.

**Amendments**

The Leases are amended as follows:

- A. The leases will terminate on December 31, 2022.
- B. As a result of the reduction in lease length, the annual rent payment for the Sauk County Farm Cropland will be \$35,030.22 and the Sauk County Health Care Center Cropland will be \$1,750.

**No Other Change**

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

**Commented [MS1]:** I took the current rent (\$42,036.26 & \$2,100) divided by 12 months to get the monthly rate and then multiplied that by 10. Is that OK or should we figure out a daily rental rate?

**Miscellaneous Terms**

Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Lessor" and "Lessees" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

**Governing Law**

Subject to the terms of the Lease, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wisconsin, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**IN WITNESS WHEREOF** the Lessor and Lessee have executed this Lease Amending Agreement as the date provided.

FOR LESSEE:

Signed this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_

Jason Bergman, Operator

Signed this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_

Peter Kinsman, Operator

FOR THE COUNTY OF SAUK (LESSOR):

Signed this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_

Brent Miller, Administrator

Signed this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_

Rebecca Evert, County Clerk