

SAUK COUNTY FARM
PASTURE LEASE

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and _____, _____, called Lessee.

Lessor hereby leases to Lessee the premises, situated in the Town of Reedsburg, County of Sauk, and State of Wisconsin, known and described as follows:

Pasture, Sauk County Farm, Approximately 19 acres located West of Highway 23 and cattle path (1.2 ac) and approximately 8.1 acres of pasture adjacent to the farm parking lot. (See attached Exhibit A, attached and incorporated herein.)

upon the following TERMS AND CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of five (5) years, commencing on, March 1, 2018 and terminating on February 28, 2023. The rent for said premises shall be (**\$XXXX**) per year, payable each year on the first day of April, during the term of this lease. All rental payments shall be made to Sauk County Conservation, Planning and Zoning Department, 505 Broadway, Baraboo, Wisconsin 53913.

2. **Use.** Lessee shall use and occupy the premises for grazing of livestock only. The premises shall be used for no other purpose. The Lessee shall refrain from any tillage of the pasture. No permanent pasture may be tilled without written consent of the Lessor. The grazing season will commence on May 1st and end on November 1st of each year. Cattle will not occupy pastures any sooner than May 1st and all cattle must be removed by November 1st. Lessee shall follow a prescribed grazing plan (See attached Exhibit B, attached and incorporated herein) that meets Natural Resources Conservation Service Standard 528. The plan shall be approved by the Sauk County Conservation, Planning, and Zoning Department prior to any livestock grazing the pasture.

Lessor represents that the premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall be solely responsible for the expense of all repairs required. When fencing requires total replacement, Lessee shall advise the Sauk County Conservation, Planning and Zoning Committee (hereinafter Committee). The Committee must approve any replacement of fencing. Lessee is solely responsible for replacement of fencing or other major repairs to the property not approved or requested by the Committee.

4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises.

7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements (i.e. electric, telephone or communication lines, water, gas, oil or sewer pipelines or other facilities) now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 10 days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused. Lessee agrees to take all reasonable measures, including appropriate vaccination and testing of livestock, to prevent the introduction of diseased livestock to the pasture and to hold Lessor harmless from any damage arising from any disease that may be contracted or transmitted by livestock of Lessee. Lessee agrees to indemnify and hold harmless Lessor for any claim by a third party for damages caused by the straying of, or damage caused by, cattle of the Lessee regardless of fault including simple or gross negligence on the part of the Lessor.

11. **Insurance.** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice (or such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Lessee agrees to obtain an attorney of any court of record, as attorney for Lessee, on default by Lessee of any of the covenants, to enter an appearance in court of record, to waive process and service of process, and trial by jury, and to confess judgment against Lessee in favor of Lessor, with costs of the suit. The Lessee expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

14. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of zero dollars (\$0.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

15. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

16. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee or Lessor at the respective address specified above, or at such other places as may be designated by the parties from time to time.

17. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties. Lessor shall be

entitled to sell the subject premises during the term of this lease, provided that Lessor's rights and obligations under the lease are explicitly accepted and assumed by the buyer who would be bound thereby.

18. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

19. **No Partnership Established.** No partnership is hereby established. The terms of this agreement shall not be construed as establishing any partnership relation between the Lessor and the Lessee. Neither party shall be liable for any debts or obligations incurred by the other without written consent.

20. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of pasture provided by this lease, as described above, in total or in part. Such reduction shall occur in the event that the Sauk County Board of Supervisors shall by Resolution require such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a reduction in the rents due under this lease, based upon a pro rata reduction in the leased area. This pro rata reduction shall be determined as follows:

Determine the daily acre rental rate by dividing the yearly payment due by the number of total acres, then divide by the number of days in the grazing season to establish the daily acre rate. Subtract the usable acreage lost (non usable acreage excepted) by the daily per acre rate and the remaining days in the current grazing season to determine the lost value of this pasture. The rental amount shall then be adjusted by this reduced amount. If the annual rent has already been paid, a payment for this amount shall be made by the Lessor to the Lessee. Future rent shall be adjusted based upon the average rental rate per acre if the acreage will not be available in future years. This amount shall be rounded to the closest whole dollar amount, to arrive at the new annual payment amount due.

21. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution thereof:

FOR LESSEE:

Signed this ____ of _____, _____.

FOR THE COUNTY OF SAUK:

Signed this ____ of _____, _____.

Dennis Polivka, Chair
Conservation, Planning, and Zoning
For Lessor