

**FIRST AMENDMENT TO SAUK COUNTY  
HEALTH CARE CENTER CROP LAND LEASE**

**THIS LEASE AMENDING AGREEMENT** dated this 8<sup>th</sup> day of March, 2018

**BETWEEN:**

Sauk County, Lessor

And

Jason Bergman, Lessee

**Background**

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

**IN CONSIDERATION OF** the Lessor and Lessee 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 Lease is amended as follows:

- A. The lessor grants permission to the lessee to repair the cold storage structure located on the property at his expense. Repair of the structure is to be completed by the lessee. A contractor is not permitted to complete the work on the lessee's behalf. The lessee is responsible for making application for any building permits through the Town of Reedsburg and ensuring that building code requirements are met.
- B. In exchange for the cost to repair the cold storage structure, the lessee is able to use the structure for the term of the lease to store machinery, crops, etc. without additional rent being charged.
- C. The lessee is responsible for obtaining and providing proof of insurance, which meets the requirements noted in the lease for the cold storage structure for the duration of the lease.
- D. The lessee acknowledges and understands that the cold storage structure is real property owned by Sauk County.
- E. The lessee acknowledges and understands that at the termination of the lease, the County will not reimburse the lessor for any construction or repair costs to said structure.

**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.

**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 "Lessee" 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

FOR THE COUNTY OF SAUK (LESSOR):

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

Dennis Polivka, Chair  
Conservation, Planning, and  
Zoning Committee