

Sauk County Farm Cropland Lease 2023-2027

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 _____, herein 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:

Sauk County Farm Cropland, approximately 220 (two hundred twenty) acres of tillable cropland and a cold storage shed, located adjacent to the former Sauk County Health Care Center (See Exhibit A attached and incorporated herein). Woodlands are not included as leased property in any parcel.

1. **Term.** Lessor demises the above premises for a term of five (5) years, commencing on January 1, 2023, and terminating on December 31, 2027.
2. **Rent.** The rent for said premises shall be \$XXX Dollars/acre (\$XX,XXX per year), payable in semiannual, equal installments of \$XX,XXX Dollars due on or before March 1st and on or before December 1st, during the term of this lease. All rental payments shall be made to Lessor, at the Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, Wisconsin 53913. Rental payments not received by the above established due dates shall be assessed a penalty at the rate of five percent (5%) per week on the outstanding balance.
3. **Use.** Lessee shall use and occupy the cropland for growing and harvesting of agricultural crops while preserving soil, water, and other natural resources consistent with the terms and conditions of this lease. The premises shall be used for no other purpose.
4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair. Lessee shall, at their own expense and at all times, maintain the premises and all existing fencing in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for the actual cost of any repairs required or maintenance necessitated by any damage caused by the Lessee to the demised premises.
 - a. Mineral rights: Lessee shall not market sand or gravel, or any other part of the leased property. Lessee shall not have any right to any above or below ground mineral rights.
 - b. Mowing Operations: The Lessee shall be responsible for lawn mowing immediately adjacent to the storage shed; however, grassy areas around the former health care center may not be mowed or harvested.
 - c. Cold Storage Shed: The Lessee agrees to keep the storage shed in reasonable repair and shall not damage the storage shed beyond reasonable use and wear. The Lessor in no way expresses or implies any warranty of the safety or security of the items stored in the storage shed.
 - d. Conservation Practices: Lessee agrees to preserve established water sources, tile drains, tile outlets, grass waterways, buffer strips and diversions and to refrain from any operation that will injure such. Damage will be repaired at the Lessee's expense. Contour strips and

waterways cannot be eliminated or changed contrary to the conservation plan (See Exhibit B attached and incorporated herein). All crops must be harvested prior to December 1, 2027.

- e. Crop rotation: All fields will be no tilled and follow the crop rotation identified in the approved conservation plan.
 - i. Cover Crops: Cover crops will be established as indicated in the approved conservation plan. Lessee shall establish cover crops within ten (10) days of conventional crops being harvested (subject to weather conditions). Lessor agrees to furnish all cover crop seed to be used on the farm. If cover crops are not planted by the established deadline, a penalty of \$1,000 shall be administered.
- f. Nutrient Management: Lessee shall develop and follow a nutrient management plan to meet Natural Resources Conservation Service Standard 590 for all fertilizer and manure applications on the cropland. The lessee shall attend a Nutrient Management Farmer Education (NMFE) class within the first year of the lease commencement date. This class will provide the lessee with a basic understanding of nutrient management plan development and implementation. The plan shall be approved by the Sauk County Land Resources and Environment Department prior to any manure or commercial fertilizer applications. Industrial and/or municipal waste applications are not allowed on the premises.
- g. Soil Fertility: Lessee shall maintain phosphorus and potash levels previously established for each field. Phosphorus and potash levels shall be established by Lessor with written notice to the Lessee at the commencement of the lease term. Lessee is responsible for maintaining soil fertility levels and ensuring that the levels are at the same or better level at the termination of the lease. Lessor shall provide for soil sampling verification, at Lessor's expense. In the event Lessee fails to apply necessary amounts of fertilizer prior to the expiration of this contract, Lessor may make such applications and the costs thereof shall be reimbursed by Lessee to Lessor. Lessor is not responsible for maintaining soil fertility levels nor responsible if Lessee voluntarily chooses to maintain a higher fertility level. Lessor agrees to furnish all limestone to be used on the farm, and in such amounts to bring and maintain PH at a 6.6 level.
- h. Herbicide & Pesticide Use: Lessee shall apply herbicides with residual in a manner that will not interfere with the crop rotation specified in the conservation plan. Hazardous wastes and other debris shall not be accumulated or disposed of on Lessor's property. Hazardous waste shall include, but is not limited to, empty pesticide and oil containers and waste oil.
- i. Crop Acreage Certification: Lessee shall report planted acres to the Sauk County Farm Service Agency (FSA) office to maintain maximum eligibility to participate in the government programs in the future, even if the Lessee chooses not to participate in government programs during that year. The Lessee shall submit a copy of the FSA report to the Lessor by August 1 of each year. Land leased under this contract will not be combined with any other land for grain base purposes without prior written permission of the Lessor.
- j. Requested Information: Lessee shall provide lessor with input costs and crop yield information annually by December 31st. Data shall be collected using a yield monitor and provided as a removable storage device (i.e. SD card, thumb drive). Information will be used as a case study looking at the efficacy of soil health practices. If data has not been delivered by the established deadline, a penalty of \$1,000 shall be administered.

5. **Alterations.** Lessee shall not, without first obtaining the prior written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Lessee shall have the right to erect, maintain and remove, at Lessee's expense, temporary fence, and moveable buildings on the leased land, provided that such fence or building or their removal do not damage the Lessor's property in any way, and provided that Lessee shall not create anything which shall constitute a nuisance to the Lessor. The Lessor shall have the right to determine in its sole discretion what constitutes a nuisance under this section, but such determination may be reviewed as to reasonableness and the assessment of damages under the arbitration provisions of this lease.
6. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of crop land 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 prorated reduction in the leased area. Any reduction in acreage shall reduce the rental amount for that and any succeeding year by the average annual acreage rental rate as determined by the annual cropland bid divided by the number of cropland acres.

If the reduction should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the intended reduction prior to the actual planting of the crop, Lessee shall be entitled to a credit against the next rent payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

7. **Utilities and Easements.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease. Lessor reserves the right to travel over and will maintain the road which leads to the old wastewater treatment plant and South onto Highway CH.

An existing two-acre cemetery, located adjacent to Highway 154 and identified to the Lessee, shall be maintained and preserved by the Lessor. Such land is adjacent to, and not a part of, the cropland demised under this lease.

8. **Entry and Inspection.** Lessee shall have access to the leased property through the road entrance near the intersection of Highway 154 and County Road CH maintained by the Lessor. The Lessee is encouraged to gain access via the North entrance from Highway 154. Lessee shall permit Lessor or Lessor's agents to enter upon the premises 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. The Sauk County Farm is open to the public for both general use and hunting. The location of the former health care center will become an area where community gardens are constructed and operated by a number of community members. Similarly, the demonstration fields

identified on the property map will be used by various organizations and nonprofit groups. A snowmobile trail is maintained through the property during winter months.

9. **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 including maintaining adequate soil fertility levels, or becomes insolvent or bankrupt, 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 default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 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 15 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 herein 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, Lessee's crops, other occupants, or any effects. No failure to enforce any term shall be deemed a waiver.

Lessee may not and shall not harvest crops after service of a notice of default. If the default is not cured within the 15-day period, Lessor shall be entitled to a lien on any crops harvested, or to harvest the crops itself, and sell same, in order to reimburse the Lessor for any expenses incurred.

10. **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 hereof:

Exhibit A – Sauk County Farm Property Map
Exhibit B – Sauk County Farm Conservation Plan
Exhibit C – Standard Clauses – Sauk County Farm Cropland Lease
Exhibit D – Request for Bid Standard Terms and Conditions

FOR LESSEE:

Signed this ____ of _____, _____. _____

FOR THE COUNTY OF SAUK:

Signed this ____ of _____, _____. _____

Brent Miller, Administrator

ATTEST

Signed this ____ of _____, _____. _____

Rebecca Evert, County Clerk
For Lessor