

## **FARMLAND LEASE AGREEMENT**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2020, by and between The City of Milton, a Wisconsin Municipal Corporation, "Lessor", of 710 S. Janesville Street, Milton, Wisconsin, 53563, and Brian and Jill Gunnink, a sole proprietorship, "Lessee", of 12114 Bradford-Townhall Road, Darien, Wisconsin, 53114, as follows:

1. In consideration of the covenants and conditions contained herein, Lessor leases to Lessee the following described property located in Rock County, Wisconsin:

PARCEL No. V-23-1468.11 consisting of approximately eight (8) acres in the Eastside Industrial Park.
2. This Lease shall be for a term of one crop year, specifically the 2020 crop year, commencing on the 1<sup>st</sup> day of March, 2020, and ending on the 1<sup>st</sup> day of March, 2021.
3. Lessee promises to pay rent to Lessor as follows:
  - (a) For the crop year 2020, Four hundred dollars (\$400.00) due on May 1, 2020 and Four hundred dollars (\$400.00) due on December 1, 2020.
4. It is further expressly understood and agreed:
  - (a) Lessee promises to pay the above rent at the times and in the manner aforesaid during the continuance of this Lease and not to under lease said premises or any part thereof, nor assign this Lease without the written consent of Lessor and to acquit and deliver the same to Lessor, peaceably and quietly at the end of said term and also to keep the same in as good repair as the same are in at the commencement of said term.
  - (b) Lessee agrees to farm said property in a husband-like manner and to raise only up to amount of crops thereon that the nature of the soil and season will permit.
  - (c) Lessee shall preserve and keep any fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the property, from injury by plowing or from cattle, horses, sheep or otherwise and to further keep said premises free from brush, burs and shall also keep all necessary ditches and drains ploughed and cleaned out during the continuance of the Lease.
  - (d) Lessee shall keep said premises, including the hedges and fences, in proper and necessary repair.

- (e) Lessor and his legal representative may enter upon said premises for the purpose of viewing or of seeding and of making repairs or showing the premises to prospective purchasers.
- (f) If Lessee shall fail to cultivate said premises as herein agreed or shall fail to keep any of the covenants in this Lease contained or shall assign this Lease or shall underlet said premises or any part thereof, then Lessor, at Lessor's election, may terminate this Lease and Lessor or his legal representatives shall have the right to take possession of said property and all damage growing out of Lessee's failure to perform any of the covenants of this Lease shall be added to and become part of the rent, recoverable as rent.
- (g) Lessee shall not use the property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Lessee shall indemnify and hold Lessor harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever in connection with a breach by Lessee of any federal, state or local environmental protection laws or regulations and/or arising from Lessee's conduct on the property or management of the property or of any activity conducted by Lessee on the property.
- (h) No timber, sand, gravel, marl, minerals or oil shall be removed from said premises without written consent of Lessor.
- (i) Lessee agrees to conform to comply with all State laws and City ordinances regarding noxious weeds, and to all laws of the State of Wisconsin and City of Milton and United States affecting the use of said property.
- (j) To the extent allowed by law, Lessee further agrees to pay and discharge all of Lessor's costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this Lease by the Lessor.
- (k) The words "Lessor" and "Lessee" when used herein shall extend and apply to the heirs, executors, administrators, legal representatives, successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

THE CITY OF MILTON

BRIAN & JILL GUNNINK

\_\_\_\_\_  
Lessor  
FEIN NO. 39-6006322

\_\_\_\_\_  
Lessee  
FEIN NO. 87-0718905

By:

By:

\_\_\_\_\_  
Anissa M. Welch  
Mayor

\_\_\_\_\_  
Brian Gunnink

\_\_\_\_\_  
Al Hulick  
City Administrator

\_\_\_\_\_  
Jill Gunnink

ATTEST:

\_\_\_\_\_  
Leanne Schroeder  
City Clerk

Drafted by:

Attorney Mark A. Schroeder  
CONSIGNY LAW FIRM  
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Janesville, WI 53547  
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