

CASH FARM LEASE

THIS LEASE is made to become effective as of the ** day of **, 2019 by and between the Community Development Authority of the City of Whitewater, Wisconsin (hereinafter "Landlord"), c/o Dave Carlson, 312 W. Whitewater Street, Whitewater, WI 53190 and ** (hereinafter "Tenant") of **.

W I T N E S S E T H

1. **Lease.** For and in consideration of the covenants and agreements set forth in this Lease to be kept and performed by Tenant, Landlord agrees to lease to Tenant certain real property consisting of approximately 113 tillable acres, more or less, located in the Whitewater Business and Technology Park, City of Whitewater, Walworth and Jefferson Counties, State of Wisconsin (hereinafter the "Leased Land"). The Leased Land is identified in the sketch attached as Exhibit A and incorporated herein by reference which shows the general location and configuration of the Leased Land.

2. **Lease Term.** Subject to the provisions of Section 13 below, Tenant shall have and hold the Leased Land from March 1, 2019 through December 31, 2019. If Tenant continues to occupy the Leased Land after expiration of the lease term, no holdover tenancy from year to year shall be created unless a renewal lease or extension of this Lease is agreed upon and signed by the parties prior to spring planting in 2020. Upon expiration of this Lease, Tenant shall peaceably and quietly surrender and yield possession of the Leased Land to Landlord unless otherwise agreed. Notwithstanding the foregoing, after Tenant has completed Tenant's fall harvest during the final year of the lease term, Tenant agrees to allow access to the Leased Land as necessary for Landlord or any subsequent tenant of Landlord to plow, till, fertilize and otherwise prepare the Leased Land for spring planting the following year.

3. **Rent.** Tenant shall pay to Landlord a total rent of \$** each year (\$** per tillable acre) during the term of this Lease, payable in full on or before March 1 of each year during the lease term. All rent shall be payable to Landlord at the address set forth above unless otherwise directed by Landlord.

4 **Use.** Tenant shall use the Leased Land solely for the planting and harvesting of crops and for no other purpose without the prior written consent of Landlord. Tenant shall (a) follow sound, prudent and recognized practices when farming the Leased Land and follow generally recommended and customary farming practices so as to allow for continued use of the Leased Land for farming purposes during and after expiration or termination of the lease term, (b) keep the Leased Land free from foul and obnoxious weeds in accordance with all applicable weed laws, rules, and regulations, (c) conduct all farming operations on the Leased Land in a good husband-like manner and in a manner that will promote good soil maintenance and use for agricultural purposes, (d) maintain complete and proper written records regarding the date(s) of application of fertilizer and other substances to the soil on the Leased Land and the type, nature, concentration, location and quantities of the fertilizer or substance so applied and provide such records to Landlord upon request therefore, (e) not commit waste on the Leased Premises, (f) abide by and observe appropriate conservation measures in regards to the Leased Land, (g) obey all rules and regulations promulgated by the State of Wisconsin and any other governmental agency or authority having jurisdiction over the Leased Land and the activities of Tenant and operation of Tenant's business on the Leased Land, and (h) keep the Leased Land in a safe condition at all times. It is expressly understood and agreed that Tenant shall not commit the Leased Land to the CRP Program or any set aside or other governmental program without the prior written consent of Landlord. Tenant shall be responsible for obtaining any and all licenses, permits and approvals necessary for Tenant's use of the Leased Land. Unless otherwise directed by Landlord, Tenant shall not remove any fodder, stubble, cornstalks or other organic material from the Leased Land upon completion of Tenant's harvest. Notwithstanding anything

herein to the contrary, Landlord reserves the right for the City of Whitewater to apply municipal sludge to any portion of the Leased Land after the crop has been harvested, and/or before the next crop is planted.

5. **Taxes.** Landlord shall be responsible for all real estate taxes and special assessments levied against the Leased Land, if any. Tenant shall be responsible for all personal property taxes and other taxes levied against Tenant's personal property used on the Leased Land together with any taxes, permits and other charges arising from or attributable to the operation of Tenant's business on the Leased Land.

6. **Improvements.** Tenant shall make no improvements or alterations to the Leased Land without the prior written consent of Landlord.

7. **Utilities.** Tenant shall be responsible for all electricity, gas, fuel and other services necessary for Tenant's use and occupancy of the Leased Land.

8. **Indemnification.** Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all actions, causes of action, demands, claims, damages, injuries, compensation, loss of services, attorneys' fees, costs and expenses arising from or in any way attributable to Tenant's use and occupancy of the Leased Land and/or the operation of Tenant's business and/or the performance of Tenant's obligations under this Lease.

9. **Default.** A default shall exist under this Lease upon the occurrence of one or more of the following: (a) Tenant fails to pay rent on or before the date on which said rent is due, (b) Tenant breaches or fails to perform any other covenant or obligation of Tenant under this Lease within twenty (20) days after written notice by Landlord to Tenant, (c) adjudication that Tenant is bankrupt or insolvent or Tenant makes an assignment for the benefit of creditors or a trustee or receiver is appointed for Tenant or a part of Tenant's property, (d) if the leasehold interest of Tenant is levied upon under an execution or attachment by process of law and/or (e) upon abandonment of the Leased Land by Tenant.

10. **Landlord's Remedies.** In the event of default by Tenant, Landlord, in Landlord's sole discretion, may:

- a. Terminate Tenant's right to possession of the Leased Land (after expiration of any notice period, if applicable, under Section 9 above), with or without termination of this Lease;
- b. Re-enter the Leased Land, remove Tenant and Tenant's property and relet the Leased Land after making such repairs as necessary to accomplish said reletting; and/or
- c. Commence legal action and take judgment against Tenant for all rent and other sums payable to Landlord under this Lease.

All rights and remedies of Landlord under this Lease shall be separate and cumulative and no remedy set forth herein shall exclude any other right or remedy allowed by law or in equity. Tenant shall be responsible for all attorneys' fees, other professional fees, costs, charges and expenses incurred by Landlord in any litigation, negotiation or transaction arising from or in any way attributable to a default by Tenant.

11. **Performance by Landlord.** If Tenant should fail to pay any sum due under this Lease and/or fail to perform any covenant or obligation of Tenant under this Lease, Landlord may (but Landlord shall not be obligated to do so) pay said sum and/or perform said covenant on behalf of Tenant. Tenant shall reimburse Landlord in full for any funds so advanced by Landlord upon written demand therefore. Advancement of funds by Landlord pursuant to this provision shall not release or relieve Tenant from any covenant or obligation of Tenant under this Lease and, further, shall not constitute a waiver by Landlord of any rights or remedies of Landlord under this Lease.

12. **Assignment.** This Lease shall not be assigned and the Leased Land shall not be subleased by Tenant without the prior written consent of Landlord.

13. **Termination of Lease.** Notwithstanding any other provision of this Lease to the contrary, in the event Landlord should desire to develop all or some portion of the Leased Land during the lease term or sell all or some portion of the Leased Land to a third party buyer during the lease term, Landlord shall have the right to terminate and cancel this Lease as to all or any portion of the Leased Land so developed or sold upon thirty (30) days' prior written notice to Tenant. In the event any such termination occurs prior to harvest of crops then planted by Tenant for that crop year and Tenant is prevented from harvesting Tenant's crop on the Leased Land, Landlord and/or the third party buyer shall reimburse Tenant for the reasonable value of Tenant's crops so damaged or, in the alternative, arrangements shall be made to permit Tenant to harvest said crops after consummation of any such sale to any such third party buyer. Notwithstanding the foregoing sentence, Landlord will not reimburse Tenant for any hay crop loss in the event the first cutting of hay has been harvested.

14. **Notices.** Notices under this Lease shall be given or made by personal delivery or by regular mail addressed to each party as set forth above. Notices shall be effective on the date of delivery if personally delivered and, if sent by mail, two (2) business day after the date of proper mailing. The addresses to which notices are to be sent or delivered may be changed by either party by written notice to the other party in the manner set forth herein.

15. **Entire Agreement.** This Lease sets forth all covenants, promises, agreements, conditions and understandings between the parties hereto. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless the same is in writing and signed by the parties hereto.

16. **Benefit.** This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease to become effective as of the day and year first written above.

LANDLORD:

TENANT:

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WHITEWATER, WISCONSIN

By: _____
Dave Carlson, Executive Director

By: _____

Date Signed: _____

Title: _____

Date Signed: _____