

FARMLAND LEASE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, by and between The City of Milton, a Wisconsin Municipal Corporation, "Lessor", of 710 S. Janesville Street, Milton, Wisconsin, 53563, and Heth Farms, Inc., a Wisconsin Corporation, "Lessee", of 5026 N. Tarrant Road, Milton, Wisconsin, 53563, 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 1: Tax Key No. V-23-1153 consisting of approximately 19.15 acres.

PARCEL 2: Tax Key No. V-23-1151A consisting of approximately 1.021 acres.

PARCEL 3: Tax Key No. V-23-115C consisting of approximately 1.508 acres.

Parcels 1, 2 and 3 comprise what is known as the Well No. 5 Property.

2. This Lease shall be for a term of one crop year, specifically the 2016 crop year, commencing on the 1st day of March, 2016, and ending on the 1st day of March, 2017.
3. Lessee promises to pay rent to Lessor as follows:
 - (a) For the crop year 2016, Eight Hundred Dollars (\$800.00) due on July 31, 2016, and Eight Hundred Dollars (\$800.00) due on December 1, 2016.
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) Lessee agrees to allow Lessor to spread sludge from the Waste Water Treatment Plant onto DNR designated areas owned by Lessee as needed for the period March 1, 2016 through March 1, 2017. The spreading shall not be done while crops are growing upon the subject property.
- (i) No timber, sand, gravel, marl, minerals or oil shall be removed from said premises without written consent of Lessor.
- (j) 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.
- (k) 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.

- (l) 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

HETH FARMS, INC.

Lessor
FEIN NO. 39-6006322

Lessee
FEIN NO. 39-1348725

By:

By:

Anissa M. Welch
Mayor

David Heth
President

Al Hulick
City Administrator

ATTEST:

Elena Hilby
City Clerk/Deputy Treasurer

Drafted by:

Attorney Mark A. Schroeder
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