

DRAFT - Crop Land Lease
Cardinal Ridge Park Site

This Crop Land Lease, referred to herein as the Lease, is entered into by and between the City of Waukesha, as Lessor, and Brian Look, as Lessee. Lessor and Lessee together are referred to herein as the Parties.

The Parties agree as follows:

1. Lessor leases to Lessee those portions of the real property known as Tax Key Number WAKC 135 2999, identified as Farming Area 1, Farming Area 2, Farming Area 3 and Tractor Path, as well as the existing access paths to Milky Way Road, as shown on Exhibit A, all of which is referred to herein as the Property; subject to all the terms and conditions of this Lease.
2. The Term of this Lease shall commence June 1, 2021 and terminate August 9, 2021.
3. Lessee may use the Property for the planting, cultivation and harvesting of crops. Lessee may also use the Property for all other activities customarily associated with the planting, cultivation and harvesting of the crops, such as the ingress and egress of machinery. Lessee may not use the Property for any other purposes.
4. Lessee agrees to pay Lessor Rent for the Term of One-Thousand, Three-Hundred and Four Dollars (\$1,304.00) on or before June 30, 2021. Rent is determined on the basis of 16.3 tillable acres, at \$80 per tillable acre. This shall be the only consideration given by Lessee for this Lease.
5. Lessor shall have the right to enter the Property at any reasonable time for inspection purposes in a manner that does not interfere with the Lessee's farming operations or damage the crops.
6. Lessee shall:
 - a. Conduct all activities upon the Property in accordance with accepted practices in the farming industry, and in accordance with all applicable laws.
 - b. Use agricultural chemicals, including fertilizers, pesticides and herbicides, only in strict compliance with all manufacturers' instructions and in compliance with all applicable laws.
 - c. Observe all usual, accepted and reasonable practices to minimize soil erosion from wind and water, avoid overspray or wind drift of agricultural chemicals, minimize noxious odors, and avoid pollution of wetlands and waterways from spills or runoff.
 - d. Keep all improvements on the Property, including fences, gates, ditches, culverts, drain tiles, hedges and roads, in as good repair and condition as they are at the commencement of this Lease, normal wear and tear excepted.
 - e. Take proper care of, and prevent injury to, all trees and shrubs on the Property.
 - f. Prevent all unnecessary waste, loss, or damage to the property of the Lessor.
 - g. Follow standard disease treatments of all seeds.
 - h. Keep the property neat and orderly in appearance.
 - i. Farm no additional land owned by the City of Waukesha and enter into no other occupation, business, or sideline activity involving the Property unless approved in writing by Lessor.

- j. Conduct all operations on the Property in a manner consistent with all applicable local, state and federal environmental codes, regulations, and statutes and bear sole responsibility for any violations thereof.
7. Lessee shall not:
 - a. Assign this lease or sublet any part of the premises without the written consent of the Lessor.
 - b. Cut live trees, except by permission of the Lessor.
 - c. Allow noxious weeds to go to seed on the Property, but rather shall destroy them and keep trim the weeds and grass on the roads adjoining the leases premises.
 - d. Burn cornstalks, straw, or other crop residues grown on the Property except by permission of the Lessor.
 - e. Store automobiles, motor trucks, or tractors on the Property without the written permission of the Lessor.
 - f. Construct any buildings on the Property.
 8. Lessee shall be solely responsible for the provision of all materials and labor required for Lessee's farming operations, and the expense thereof.
 9. The provisions of this Lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as imposed upon the original parties, unless modified by agreement.
 10. At the conclusion of the term of this Lease, Lessee shall restore the Property to the state it was in at the commencement of this Lease, normal and expected wear and tear excepted. Lessee shall remove all trash; garbage; unused fertilizer, pesticides and herbicides; oil, fuel, and all hazardous materials from the Property.
 11. Lessee shall indemnify and hold the Lessor, and the Lessor's officers, employees and agents, harmless from any and all obligations, claims, demands, lawsuits, causes of action, and other liabilities arising from the Lessee's occupancy and use of the Property, including, but not limited to, liabilities for personal injury or death; damage resulting from pesticide or herbicide overspray, wind drift or runoff; damage resulting from pollution of soils, groundwater, wetlands or waterways; damage resulting from erosion of soil by wind or water; or public or private nuisance.
 12. Lessee shall maintain in force at all times during the Term of this Lease a policy of public-liability insurance, naming the Lessor as an additional insured and loss payee, with limits of not less than One Million Dollars per occurrence and Two Million Dollars aggregate. Lessee shall provide Lessor with a copy of the certificate of insurance.
 13. Lessor expressly disclaims any and all warranties, expressed or implied, as to the quality or suitability of the Property for Lessee's intended purposes. Lessee accepts the Property as-is and accepts all risks of crop failure due to soil conditions, topography or other qualities of the Property.
 14. The Parties agree that this Lease does not create a joint venture, partnership, or anything other than an independent contractor relationship between the Parties.
 15. The Lessee may not enroll or participate in any government program for cropland management or reserve, and may not bind the Property to any government program that may affect in any way the use of the Property after the expiration of the Term of this Lease. Any attempt to do so shall be void.

Executed effective as of the _____ day of _____, 2021

Lessor: City of Waukesha

By Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

Lessee

Brian Look