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 Lessor and Lessoe 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 16, 2020 and terminate November 1, 2020.
- 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, One-Hundred and Forty-One Dollars (\$1,141.00) on or before June 30, 2020. Rent is determined on the basis of 16.3 tillable acres, at \$70 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.
- Prevent all unnecessary waste, loss, or damage to the property of the Lessor.
- 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.

Executed effective as of the day of	, 2020
Lessor: City of Waukesha	
By Shawn N. Reilly, Mayor	Attest: Gina L. Kozlik, City Clerk
Lessee	
Brian Look	

