

## CASH LEASE OF FARM LAND, BUILDINGS AND EQUIPMENT

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Between the Whitewater Community Development Authority, landlord, and

\_\_\_\_\_, tenant, of \_\_\_\_\_  
(Address)

1. The landlord hereby leases to the tenant, to use for agriculture purposes, the following-described property, located in Walworth and Jefferson Counties, State of Wisconsin, and commonly known as the Whitewater Business Park, and Whitewater Technology Park, and consisting of 102 (more or less).

2. The landlord reserves the right of himself, his agents, his employees, or his assigns to enter the farm at any reasonable time for purposes of (a) consultation with the tenant; (b) of making repairs, improvements, and inspections; (c) of developing mineral resources; and (d) after notice of termination of the lease is given, none of which is to interfere with the tenant in carrying out regular farm operations.

3. The landlord does not convey to the tenant the right to lease or sublet any part of the land or buildings or to assign the lease to any person or persons whomsoever.

4. If the landlord should sell or otherwise transfer title to the land and buildings, he will do so subject to the provisions of this lease.

a. Should the City of Whitewater sell the land for business development before the crop is harvested, the City of Whitewater will reimburse \_\_\_\_\_ per acre for any crop loss based on the average yield of the remaining rental acres of the same type crop covered by this agreement. Calculations will be based on market price at the time of harvest.

b. If any hay ground is lost to business development, the City of Whitewater will not reimburse \_\_\_\_\_ for any crop loss provided the first cutting of hay has been harvested.

c. The City of Whitewater shall reimburse \_\_\_\_\_ within 60 days after \_\_\_\_\_ and the City of Whitewater has agreed upon the amount of crop loss due to business development.

5. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the landlords and tenant in like manner as upon the original parties. However, in event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which the death occurs.

6. The landlord warrants that he has the right to lease the land and buildings, and will defend the tenant's possession against any and all persons whomsoever.

7. To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

a. The tenant will maintain the land during their tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond tenant's control accepted.

b. The tenant will operate the land in an efficient and husbandlike way.

c. The tenant will not, without oral consent of the landlord, cut live trees for sale or personal use.

d. The landlord reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.

e. The tenant will use fertilization practices which will prevent depletion of essential plant food elements in the soil.

f. The City of Whitewater reserves the right to apply municipal sludge to any of the rental property after the crop has been harvested, and or before the next crop.

8. The tenant agrees to pay to the landlord as cash rent the amount of \$\_\_\_\_\_, per acre and such payment will be made as follows: The payment for rent shall be received by the City of Whitewater by March 1, 2016.

9. The term of this lease shall be 1 (one) year from January 1, 2016, to December 31, 2016, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least 1 (one) month before expiration of this lease or any renewal.

10. The tenant agrees that he or his agent will possess the land and facilities continuously during the term of the lease.

11. The tenant agrees to surrender possession of the land peaceably at the termination of the lease.

12. A request for general review of the lease may be at least thirty (30) prior to the final date for giving notice to terminate this lease. Amendments and alterations to this lease shall be made in writing.

13. This lease shall not give rise to a partnership relationship, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this lease.

14. Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.

15. Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.

IN WITNESS WHEREOF, the parties have signed this lease on the \_\_\_\_\_ day

Of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_

\_\_\_\_\_  
(Tenant)