

**FARMING LEASE AGREEMENT  
BETWEEN THE CITY OF APPLETON AND ERVIN VAN CAMP**

THIS LEASE AGREEMENT (“**Lease**”) is entered into on the date of the last signature below, between the City of Appleton (“**Landlord**”) and Ervin Van Camp (“**Tenant**”) for the area of the Properties highlighted on Exhibit A attached hereto, for the limited purpose described herein. Landlord and Tenant may be jointly referred to herein as the Parties.

Landlord: City of Appleton  
Attn: Kara Homan, Director of Community Development  
100 North Appleton Street  
Appleton, WI 54911

Tenant: Ervin Van Camp  
1451 West Broadway Drive  
Appleton, WI 54913

Property: 110 and 210 West Edgewood Drive, Appleton, WI 54913  
(Limited to the area highlighted on Exhibit A)

1. Term. The initial lease term (“**Initial Term**”) shall commence as indicated below and shall run for the period indicated. After the Initial Term, all obligations herein shall automatically renew for four (4) additional one (1) year periods (“**Renewal Term**”) unless terminated pursuant to the paragraph 4 below.

Initial Term: April 1, 2026 to March 31, 2027

Renewal Terms:

1. April 1, 2027 to March 31, 2028
2. April 1, 2028 to March 31, 2029
3. April 1, 2029 to March 31, 2030
4. April 1, 2030 to March 31, 2031

2. Rent. Tenant shall pay Landlord an initial sum of One Thousand Six Hundred Eighteen dollars and Eighty-two cents (\$1,618.82), calculated at 21.14 acres x \$76.58 per acre/per year for the Initial Term specified above (“**Annual Rent**”). After the Initial Term and for each consecutive Renewal Term, the Annual Rent shall increase at a rate of five percent (5%) per acre from the previous Renewal Term. The total amount owed each Renewal Term shall be in the amount as follows:

Renewal Term 1.	\$1,699.76
Renewal Term 2.	\$1,784.75
Renewal Term 3.	\$1,873.99
Renewal Term 4.	\$1,967.69

The Annual Rent shall be payable as follows:

a. Initial Term: Half (1/2) of the Annual Rent shall be paid to the Landlord on or before April 1, 2026 and half (1/2) of the Annual rent shall be paid to the Landlord on or before November 1, 2026;

- b. Renewal Term: Half (1/2) of the Annual Rent shall be paid to Landlord on or before April 1 of the Renewal Term and half (1/2) of the Annual Rent shall be paid to the Landlord on or before November 1 of the Renewal Term.

3. Use of Premises.

- a. Tenant must use the Property solely for growing crops.
- b. At all times Tenant shall avoid damaging, harming or otherwise disturbing the trees located on and immediately adjacent to the Property, with the exception of being allowed to trim the tree branches to prevent interference with Tenant's farming equipment. Tenant must receive written permission from the landlord prior to trimming the branches. Tenant must immediately report to Landlord any signs of damage to any of the trees.
- c. Utility work will be commencing from March 2026 through the end of April 2026 which will result in 3 manholes on the subject property. Construction is not expected to impact the growing season timeline, however, if utility work extends after April 2026 the utility work area shall be avoided by the Tenant. Once construction is completed each manhole shall be marked by the Landlord's staff and a buffer of 10 feet surrounding each manhole (as shown in Exhibit A) shall not be farmed or otherwise impacted by the Tenant.

4. Termination. Tenant may terminate the automatic Renewal Term of this Lease upon providing the Landlord with written notice PRIOR TO FEBRUARY 28 of the Renewal Term. Landlord, at its option, may terminate this Lease as it relates to all or a portion of the Property at any time and for any reason upon thirty (30) calendar day's written notice to Tenant or heirs or assigns thereto. In the event Landlord terminates this Lease for a portion of the Property, Tenant shall be reimbursed a prorated portion of any rent already paid for that term and subsequent Annual Rent shall be adjusted based on remaining acreage available for Tenant's use. Tenant shall be entitled to no other adjustments or remedies as a result of termination.

5. Payment. It is the Tenant's obligation to ensure payment has been received by the Landlord on or before the due date described in paragraph 2 above. Payment must be made by check or money order and may be hand delivered or mailed to the address listed above for the Landlord. Late payments, except when approved by the Landlord or in the case of a bona fide dispute between the parties, may incur a penalty of \$25.00 per day. Returned checks shall incur a penalty of \$45.00 and late penalties may be applied.

6. Real Estate Taxes and Special Assessments. Landlord agrees to pay all real estate taxes and special assessments with regard to said Property.

7. Holdover. In the event Tenant holds over or remains in possession or occupancy of the Property after the expiration or earlier termination of this Lease, Tenant shall be obligated to pay Landlord fifty dollars (\$50.00) per day as rent for every day Tenant holds over or remains in possession, and Landlord shall have the right to recover from Tenant all reasonable costs of eviction, including court costs and attorney's fees.

8. Notice. For the purpose of this Lease, notice means a document in writing and delivered personally or by United States certified or registered mail, postage prepaid, return receipt requested. Any notice must be delivered to the parties at their respective addresses set forth above. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; or the date set forth on the return receipt if sent by certified or registered mail.

9. INDEMNIFICATION. TENANT SHALL BE LIABLE FOR ITS OWN ACTS AND/OR NEGLIGENCE AND THE ACTS AND/OR NEGLIGENCE OF ITS INVITEES AND GUESTS, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES, INCLUDING LITIGATION EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) PAID OR SUSTAINED BY REASON OF THE ACT AND/OR NEGLIGENCE OF THE TENANT, OR ITS INVITEES AND GUESTS ARISING IN ANY WAY OUT OF THIS AGREEMENT.

10. INSURANCE. TENANT SHALL INDEMNIFY AND HOLD HARMLESS THE LANDLORD AND LANDLORD'S OFFICERS, AGENTS AND EMPLOYEES AGAINST AND FROM ANY AND ALL DAMAGES AND COSTS, AND ALL CLAIMS FOR THE SAME, AND ANY AND ALL PENALTIES, FINES, AND FORFEITURES OCCASIONED BY OR GROWING OUT OF TENANT'S FAILURE TO COMPLY WITH, CONFORM TO OR OBEY ANY FEDERAL, STATE, OR MUNICIPAL LAW, ORDINANCE, RULE, REGULATION, ORDER, OR NOTICE AS AFORESAID. TENANT SHALL SECURE INSURANCE CONSISTENT WITH THE TERMS SET FORTH IN EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND SHALL PROVIDE PROOF OF SUCH INSURANCE BY PROVIDING A CERTIFICATE OF INSURANCE TO THE CITY CLERK UPON THE EXECUTION OF THIS LEASE.

11. Assignment of Lease. This Lease may not be assigned by Tenant. This Lease may be assigned by Landlord to another party.

12. Tests; Inspections. Landlord, its officers employees, assigns, contractors and agents, shall at reasonable times have the right to enter upon the Property to conduct any tests, inspections or studies as Landlord may deem desirable; provided, however, that any such tests, inspections or studies shall not materially interfere with Tenant's use of the Property and provided further that such inspections shall not in any way obligate Landlord to make any repairs or replacements to the Property.

13. Entry upon Premises. Landlord, its successors, assigns, contractors, agents, and/or employees shall at reasonable times have the right to enter upon the Property to install, construct, maintain, repair, replace, and operate sewer, water, gas, and electric lines, cables, poles, substations, and other appurtenant structures; provided that such installation, construction, maintenance, repair, replacement, and operation shall not materially interfere with Tenant's use of the Property. In the event Landlord decides to provide the Property with City sewer and water, it shall do so at its sole expense.

14. Liens. Tenant shall not directly or indirectly create, or permit to be created, or permit to remain and will immediately discharge, any lien, encumbrance, or charge on, or pledge of, the Property or any part thereof or the interest of Tenant under this Lease.

15. Severability. If any provision of this Lease is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Lease remain legal and enforceable, the remainder of this Lease shall remain operative and binding on the parties.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed on the day and year of the last signature below.

**ERVIN VAN CAMP, TENANT**

By: \_\_\_\_\_  
Ervin Van Camp, Tenant

**CITY OF APPLETON, LANDLORD**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

By: \_\_\_\_\_  
Amy Molitor, City Clerk

Approved as to form:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney  
Citylaw: A21-0333

PROPOSED SPARTAN DR

HAYMEADOW AV

10' Buffer

10' Buffer

10' Buffer

PROPOSED SOMMERS DR

W EDGEWOOD DR

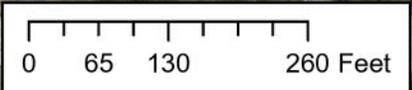
### Edgewood Drive Farm Lease

 Area to be Farmed = 21.14 Acres

 Proposed Road

 Proposed Manhole

 City Limits



**Exhibit B**  
**IR 2.1 SMALL EXPOSURE JOBS**  
**City of Appleton**  
**Insurance Requirements**

**Project: Farm Lease | Ervin Van Camp**

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. INSURANCE REQUIREMENTS FOR CONTRACTOR**

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit ..... \$1,000,000
- Personal and Advertising Injury limit ..... \$1,000,000
- General aggregate limit (other than products/completed operations)  
per project ..... \$2,000,000
- products/completed operations aggregate ..... \$2,000,000
- Fire Damage limit — any one fire .....\$50,000
- Medical Expense limit — any one person .....\$5,000
- Products/Completed Operations coverage must be carried for two years after acceptance of completed work.

**Automobile Liability** coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 – “Any Auto” basis.

**Workers’ Compensation** as required by the State of Wisconsin, and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremens and Harbor Workers Act coverage.

**Builder's Risk/Installation Floater/Contractor's Equipment or Property (If applicable):** The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

## 2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS

- **Builder's Risk/Installation Floater/Contractor's Equipment or Property:** The Contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory Requirement:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects to the City of Appleton, and its officers, Council members, agents, employees and authorized volunteers. Any insurance or self-insurance maintained by the City and its officers, Council members, agents, employees and authorized volunteers shall be excess of Contractor's insurance and shall not contribute to it. This also applies to any Excess or Umbrella liability policies.
- **Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Appleton for all work performed by the Contractor, its employees, agents and subcontractors.
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements: The City of Appleton, and its officers, Council members, agents, employees and authorized volunteers** must be named as **additional insured** with respect to liability arising out of work or operations performed by on or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage can be provided by endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not

available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37, or 20 40 if a later edition is used).

- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton.

### **3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR**

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Worker's Compensation, Employer's Liability and if applicable, Watercraft Liability, Aircraft Liability and Unmanned Aircraft Liability insurance. This insurance shall be as broad as and with the same coverage limit as those required of the Contractor.

**The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:**

- Bond Requirements**
  - **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
  - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
  - **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
  - **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.
  
- Property Insurance Coverage (Builder's Risk) to be provided by the Contractor**
  - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
  - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
  - Coverage will be on a **Replacement Cost basis.**

- The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
- Coverage must include collapse and be written on a “special perils” or “all risk” perils basis.
- Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
- Coverage must include testing and start up.
- Coverage must include boiler and machinery if the exposure exists.
- Coverage must include engineers’ and architects’ fees.
- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
- The policy must cover/allow partial utilization by owner.
- Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
- Contractor is responsible for all deductibles and coinsurance penalties.

**Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**

- Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
- Limits of Liability:
  - \$500,000 each loss for bodily injury, property damage, environmental damage
  - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
- The City of Appleton, its Council members and employees must be Additional Insureds
- The policy must also cover subcontractors
- Specify if “Wrongful Delivery” is covered
- Must cover motor vehicle loading and unloading and show on Certificate of Insurance
- Certificate of Insurance must state:
  - If the policy is an Occurrence or a Claims Made Form
  - If the defense costs reduce the limit of liability
  - If the policy covers motor vehicle loading and unloading claims
  - If there is an underground storage tank or a super fund exclusion
  - If there is a Contractual Liability Exclusion
  - If Bodily Injury includes mental anguish and emotional distress

- Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo if the project includes the use or operation of any aircraft or helicopter.
- Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft (drones).
- Watercraft Liability insurance** with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the project includes the use of and/or operation of any watercraft.
- Cyber Liability and Technology Errors and Omissions Insurance** per occurrence limit of \$500,000.
- Commercial Crime Policy** per occurrence limit of \$100,000.

Last Review: 03/2026