

LEASE AGREEMENT

This Lease Agreement entered into this ___ day of May, 2015 between the City of Appleton (hereinafter called Landlord) and Vanderlinden Custom Heifer Raising, LLC, (hereinafter called Tenant) and Keith Vanderlinden.

Address: Landlord - City of Appleton, 100 North Appleton Street, Appleton, WI 54911

Address: Tenant - Vanderlinden Custom Heifer Raising, LLC, 4977 Old Military Rd, DePere, WI 54115

Property: Southpoint Commerce Park—Areas Delineated in Exhibit A as “Area to be Farmed” (hereafter referred to as “premises” or “property”)

1. **Rental:** Tenant will pay the Landlord the total sum of \$30,870 and no/100 Dollars rent (147± acres x \$210.00 per acre) each year for the term of this lease payable as follows: For 2015, \$5,000 shall be paid upon execution of this agreement and the balance of \$25,870 shall be paid on or before November 1, 2015; thereafter, on an annual basis, one half of the total, \$15,435, shall be due and payable on or before April 1 with the remaining balance, \$15,435, being due and payable on or before November 1 and continuing in like fashion each subsequent year this lease is in effect. In the event Tenant fails to make payment as indicated in this section, the undersigned Keith Vanderlinden, does personally guarantee said rental payments on behalf of Tenant.

2. **Term:** The initial lease term shall commence upon execution of this agreement and shall run until April 30, 2016. Thereafter this lease and all obligations herein shall automatically renew for four (4) additional one year periods running from May 1st until April 30th of the subsequent year with the final year concluding on April 30, 2020. **Tenant may terminate this lease only upon providing Landlord with written notice prior to February 28th of the forthcoming renewal year.** The Landlord, at its option, may terminate this lease all is relates to all or a portion of the property at any time and for any reason during its term upon thirty (30) days written notice to the Tenant. In the event the Landlord terminates this lease for a portion of the property, Tenant shall be reimbursed a prorated portion of any rent already paid that year and subsequent rental payments 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 early lease termination.

3. **Real Estate Taxes and Special Assessments:** Landlord agrees to pay all real estate taxes and special assessments with regard to said property.

4. **Use of Premises:** Tenant may use the premises solely for growing crops, participating in agricultural programs, or use as set aside for agricultural program purposes, as he sees fit. In the event Tenant uses the land as set aside or for conservancy purposes, Tenant will cut all weeds, vegetation, or plant growth at least once during the month of June and once during the month of August.

5. **Indemnification:** Landlord and Tenant shall be liable for their own acts and/or negligence and the acts and/or negligence of their invitees and guests, and each agrees to indemnify, defend and hold harmless the other 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 other, or the other's invitees and guests or arising in any way out of this agreement.

6. **Insurance:** Tenant shall indemnify and save harmless the Landlord and Landlord’s agents or 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.

7. **Assignment of Lease:** This lease may not be assigned by Tenant, and in the event Tenant may vacate the premises, the lease shall immediately terminate. This lease may be assigned by Landlord to another party.

8. **Tests; Inspections:** Landlord, its successors, assigns, contractors, agents and/or employees shall at reasonable times have the right to enter upon the premises 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 premises and provided further that such inspections shall not in any way obligate Landlord to make any repairs or replacements to the premises.

9. **Entry Upon Premises:** Landlord, its successors, assigns, contractors, agents, and/or employees shall at reasonable times have the right to enter upon the premises 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 premises. In the event Landlord decides to provide this premise with City sewer and water, it shall do so at its sole expense.

10. **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 premises or any part thereof or the interest of Tenant under this lease.

11. **Holdover:** In the event Tenant holds over or remains in possession or occupancy of the premises after the expiration or earlier termination of this lease, Tenant shall be obligated to pay Landlord fifty dollars (\$50.00) a day as rent for every day said 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of May, 2015.

VANDERLINDEN CUSTOM HEIFER RAISING, LLC

By: Keith Vanderlinden
Keith Vanderlinden, as a member of the LLC
and as personal guarantor of rental payments

Witness: Sim Nearing
Printed Name: Sim Nearing

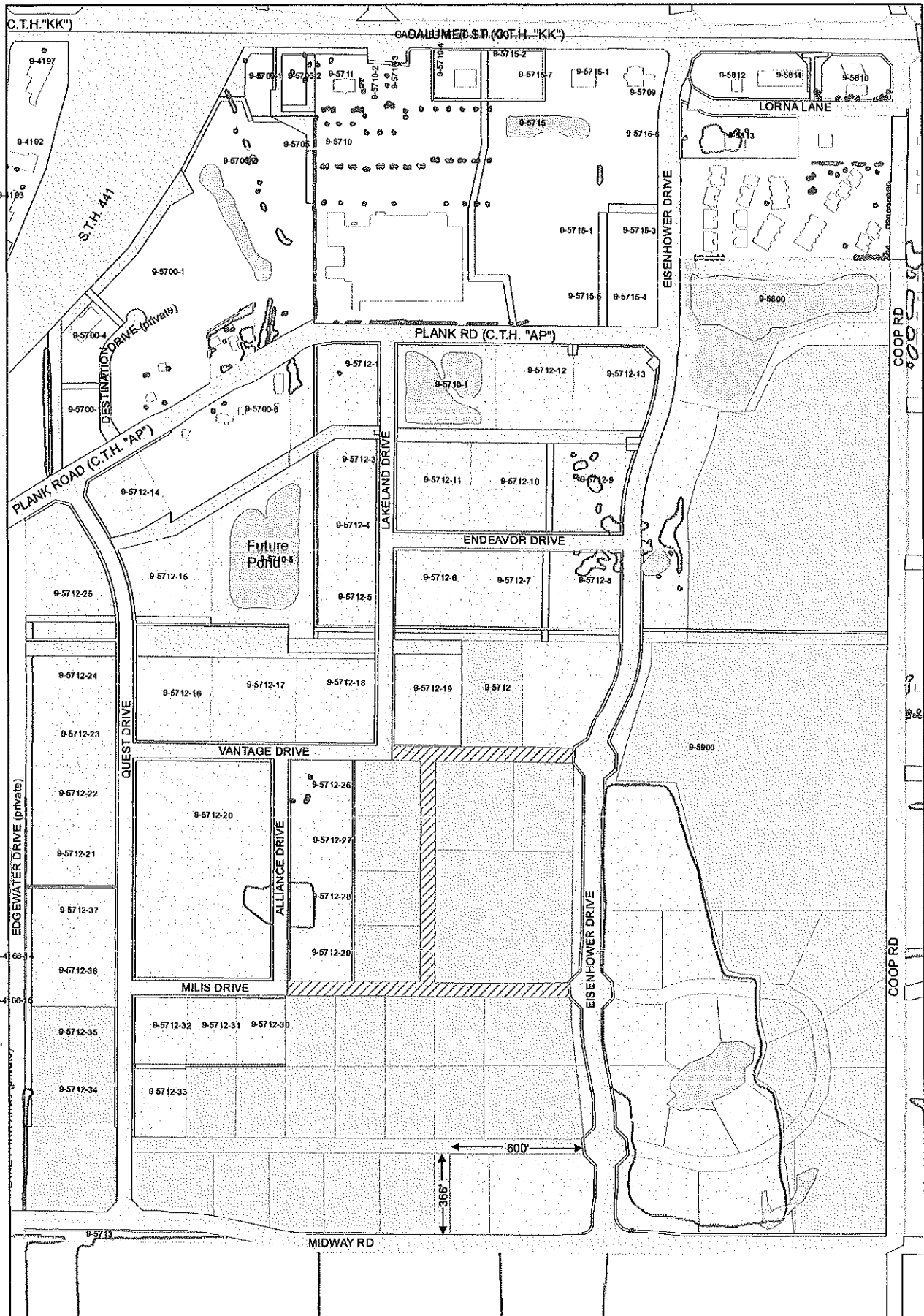
CITY OF APPLETON

By: Timothy M. Hanna
Timothy M. Hanna, Mayor

By: Dawn A. Collins
Dawn A. Collins, City Clerk

REVIEWED AS TO FORM:

James P. Walsh
James P. Walsh, City Attorney



Southpoint Commerce Park









-  Right of way
-  Road/Utilities in 2014
-  Easement
-  Proposed Parcels
-  Area to be Farmed
-  Park Parcels
-  ponds
-  City Limits

EXHIBIT A



1"=400'

10/3/12

“EXHIBIT B”

**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON
“SMALL EXPOSURE JOBS”**

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 or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- 1) \$1,000,000 general aggregate
- 2) \$1,000,000 products - completed operations aggregate
- 3) \$1,000,000 personal injury and advertising injury
- 4) \$1,000,000 each occurrence limit

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- 1) Premises and Operations Liability
- 2) Blanket Contractual Liability including coverage for the joint negligence of the City of Appleton, its officers, council members, agents, employees, authorized volunteers and the named insured
- 3) Personal Injury
- 4) Explosion, collapse and underground coverage
- 5) Products/Completed Operations
- 6) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,00 for Property Damage

OR

\$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for “Any Auto” - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
- \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee