

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

THIS LEASE AGREEMENT (“**Lease**”) is entered into on this \_\_\_\_ day of May, 2021, 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: Karen Harkness, Director of Community and Economic 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: June 1, 2021 to March 31, 2022

Renewal Terms: 1. April 1, 2022 to March 31, 2023  
2. April 1, 2023 to March 31, 2024  
3. April 1, 2024 to March 31, 2025  
4. April 1, 2025 to March 31, 2026

2. Rent. Tenant shall pay Landlord an initial sum of one thousand two hundred seventy-five dollars and zero cents (\$1,275.00), calculated at 21.25 acres x \$60.00 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 Terms shall be in the amount as follows:

Renewal Term 1.	\$1,338.75
Renewal Term 2.	\$1,405.69
Renewal Term 3.	\$1,476.03
Renewal Term 4.	\$1,549.76

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 June 1, 2021 and half (1/2) of the Annual Rent shall be paid to the Landlord on or before November 1, 2021;
- 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.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of May, 2021.

**ERVIN VAN CAMP, TENANT**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print: \_\_\_\_\_

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

**CITY OF APPLETON, LANDLORD**

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Jacob A. Woodford, Mayor

By: \_\_\_\_\_

Kami Lynch, City Clerk

Approved as to Form:

\_\_\_\_\_

Chris R. Behrens, City Attorney

CL A21-0333