

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

THIS LEASE AGREEMENT ("Lease") is entered into on this 01 day of December, 2018, 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 one (1) additional one (1) year period ("Renewal Term") unless terminated pursuant to the paragraph 4 below.

Initial Term: April 1, 2019 to March 31, 2020
Renewal Term: April 1, 2020 to March 31, 2021

2. **Rent.** Tenant shall pay Landlord the annual sum of two thousand one hundred twenty-five dollars and zero cents (\$2,125.00), calculated at 21.25 acres x \$100.00 per acre/per year for each year of this lease ("Annual Rent"). The total amount paid over the entire course of this Lease shall be four thousand two hundred fifty dollars and zero cents (\$4,250.00), calculated as the Annual Rent during the Initial Term and Renewal Term. 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, 2019 and half (1/2) of the Annual rent shall be paid to the Landlord on or before November 1, 2019;
- b. **Renewal Term:** Half (1/2) of the Annual Rent shall be paid to Landlord on or before April 1, 2020, and half (1/2) of the Annual Rent shall be paid to the Landlord on or before November 1, 2020.

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 this Lease upon providing the Landlord with written notice PRIOR TO FEBRUARY 28, 2020. 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. 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 21 day of December, 2018.

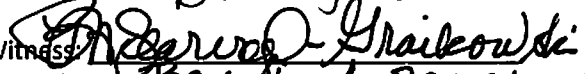
ERVIN VAN CAMP, TENANT

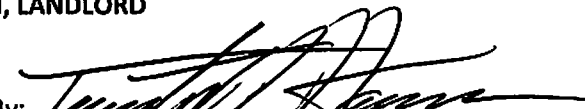
Witness: 
Printed Name: Donald Van Camp

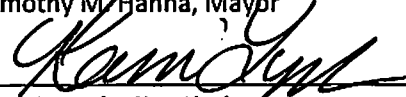
Signature: 
Print: ERVIN VAN CAMP

CITY OF APPLETON, LANDLORD

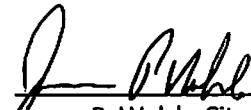
Witness: 
Printed Name: Betty Stobbe

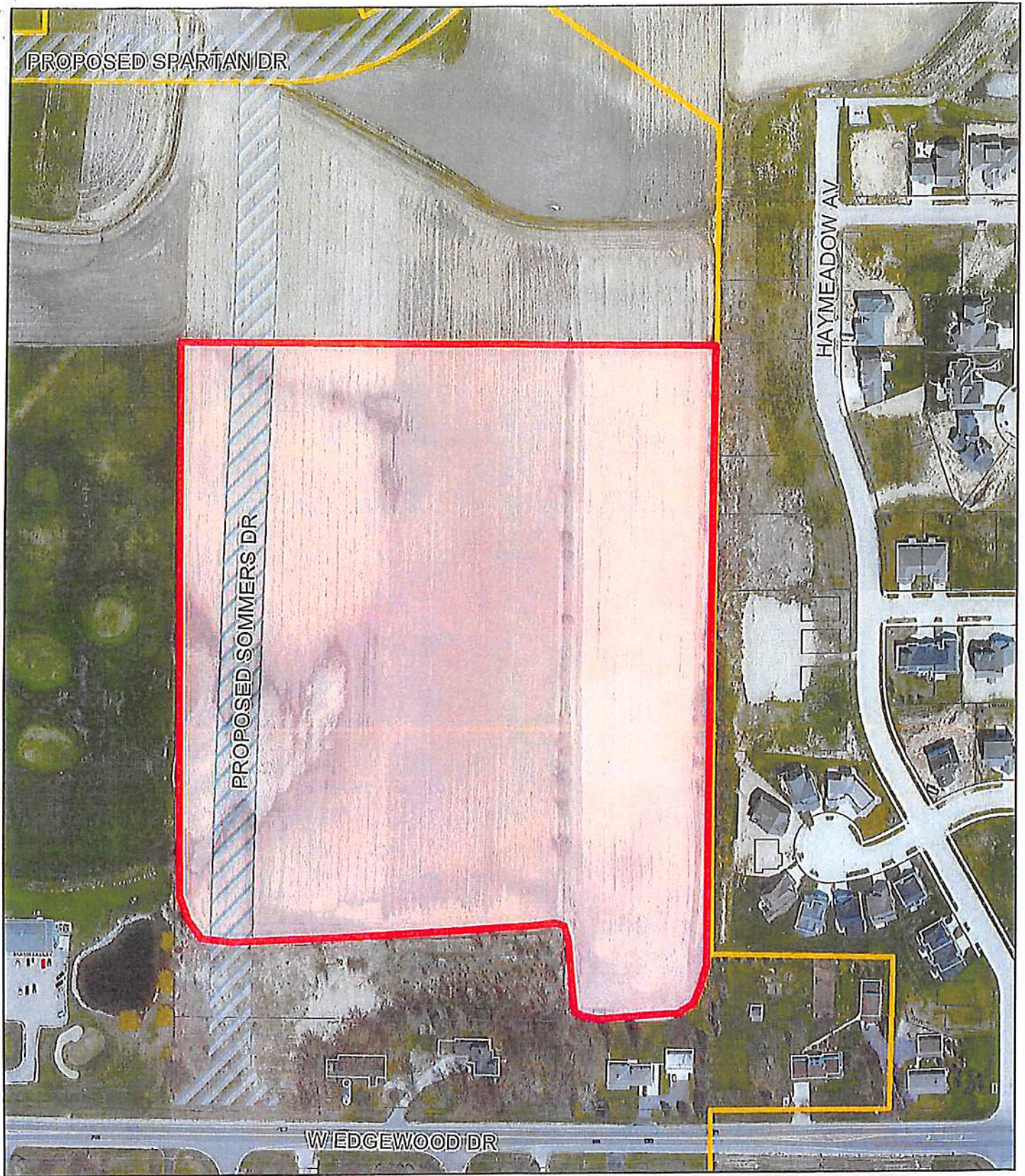
Witness: 
Printed Name: Beverly A. Searvogel-Graikowski

By: 
Timothy M. Hanna, Mayor

By: 
Kami Lynch, City Clerk

Approved as to Form:


James P. Walsh, City Attorney
CL A18-0897



Edgewood Drive Farm Lease

- Area to be Farmed = 21.25 Acres
- Proposed Road
- City Limits

EXHIBIT A



Date: 11/28/2016

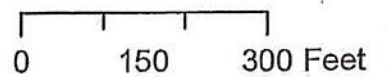


EXHIBIT B

**CITY OF APPLETON
INSURANCE REQUIREMENTS
SMALL EXPOSURE LEASES**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by 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—LIABILITY

- A. 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:

- | | |
|--|-------------|
| 1. Each Occurrence limit | \$1,000,000 |
| 2. Personal and Advertising Injury limit | \$1,000,000 |
| 3. General aggregate limit (other than Products—Completed Operations) per project | \$2,000,000 |
| 4. Products—Completed Operations aggregate | \$2,000,000 |
| 5. Fire Damage limit — any one fire | \$50,000 |
| 6. Medical Expense limit — any one person | \$5,000 |
| 7. Watercraft Liability, (Protection & Indemnity coverage) "if" the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. Products — Completed Operations coverage must be carried for two years after acceptance of completed work. | |

- B. 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.

- C. 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 Longshoremen's and Harbor Workers Act coverage.

- D. Also, see requirements under Section 3.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers' Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS

- A. **Primary and Non-Contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- B. **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.**
- C. **Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work - City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- D. **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.**