

FARMING LEASE AGREEMENT

BETWEEN THE CITY OF APPLETON AND ERVIN VAN CAMP

THIS LEASE AGREEMENT ("**Lease**") is entered into on this ____ day of _____, 2017, 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 of the Properties highlighted on Exhibit A)

1. Term. The initial lease term ("**Initial Term**") shall commence upon full execution of this lease and shall run for one (1) calendar year. 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 3 below.

Initial Term: _____ to _____
Renewal Term: _____ to _____

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 due upon execution of this Agreement and half (1/2) must be received by the Landlord on or before November 1, 2017;
- b. Renewal Term: Half (1/2) of the Annual Rent be received by Landlord on or before April 1, 2018, and half (1/2) of the Annual Rent must be received by the Landlord on or before November 1, 2018.

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 occasional trimming the tree branches if the branches become long enough to get caught in the tenant's turbine. Tenant must receive written permission from the landlord prior to trimming the branches. Tenant immediately report to Landlord any signs of damage to any of the trees.

4. Termination. Tenant may terminate this lease upon providing the Landlord with written notice prior to February 28, 2018. 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) days 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 that year 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 early lease 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 premises 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 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.
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. 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.
10. INSURANCE. TENANT SHALL INDEMNIFY AND SAVE 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, and in the event Tenant may vacate the Property, the lease shall immediately terminate. This Lease may be assigned by Landlord to another party.
12. Tests; Inspections. Landlord, its successors, assigns, contractors, agents and/or employees 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 premises 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 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.

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

15. Severability. If any provision of this Agreement 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 Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 20____.

ERVIN VAN CAMP, TENANT

Witness: _____
Printed Name: _____

Signature: _____
Print: _____

CITY OF APPLETON, LANDLORD

Witness: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Witness: _____
Printed Name: _____

By: _____
Kami Lynch, City Clerk

Approved as to Form:

James P. Walsh, City Attorney

J:\Attorney\WORD\FORMS\LEASE\210 W Edgewood - Farm
Lease (1-30-2017).docxx