

SAUK COUNTY FARM PASTURE LEASE 2023-2027

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and _____, _____, called Lessee.

Lessor hereby leases to Lessee the premises, situated in the Town of Reedsburg, County of Sauk, and State of Wisconsin, known, and described as follows:

Sauk County Farm Pasture, approximately 60 (sixty) acres located west of Highway 23 and adjacent to the farm parking lot. (See attached Exhibit A, attached, and incorporated herein.)

1. **Term.** Lessor demises the above premises for a term of five (5) years, commencing on, January 1, 2023 and terminating on December 31, 2027.
2. **Rent.** The rent for said premises shall be \$XXX Dollars/acre (\$XXXX per year¹), payable each year on the first day of April, during the term of this lease. All rental payments shall be made to Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, Wisconsin 53913. Rental payments not received by the above established due dates shall be assessed a penalty at the rate of five percent (5%) per week on the outstanding balance.
3. **Use.** Lessee shall use and occupy the premises for grazing of livestock only. The premises shall be used for no other purpose. The Lessee shall refrain from any tillage of the pasture. No permanent pasture may be tilled without written consent of the Lessor. The grazing season will commence on May 1st and end on November 1st of each year. Cattle will not occupy pastures any sooner than May 1st and all cattle must be removed by November 1st. Lessee shall follow a prescribed grazing plan (See attached Exhibit B, attached and incorporated herein) that meets Natural Resources Conservation Service Standard 528. The plan shall be approved by the Sauk County Land Resources and Environment Department prior to any livestock grazing the pasture. Lessor represents that the premises may lawfully be used for such purpose.
4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall be solely responsible for the expense of all repairs required. When fencing requires total replacement, Lessee shall first recommend the replacement to the Sauk County Land Resources and Environment Committee (hereinafter Committee) prior to the Committee approving any funding for replacement of fencing. Lessee is solely responsible for replacement of fencing or other major repairs to the property not approved or requested by the Committee.
5. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
6. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements (i.e., electric, telephone or communication lines, water, gas, oil or sewer pipelines or other facilities) now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease.

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7. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same. The Lessee will permit Lessor at any time within sixty (60) days prior to expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
8. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions agreed to within this lease, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice (or such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Lessee agrees to obtain an attorney of any court of record, as attorney for Lessee, on default by Lessee of any of the covenants, to enter an appearance in court of record, to waive process and service of process, and trial by jury, with costs of the suit being paid to the Lessor. The Lessee expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

9. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of pasture provided by this lease, as described above, in total or in part. Such reduction shall occur if the Sauk County Board of Supervisors by Resolution requires such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a reduction in the rents due under this lease, based upon a pro rata reduction in the leased area. This prorated reduction shall be determined as follows:

Determine the daily acre rental rate by dividing the yearly payment due by the number of total acres, then divide by the number of days in the grazing season to establish the daily acre rate. Subtract the usable acreage lost (non-usable acreage excepted) by the daily per acre rate and the remaining days in the current grazing season to determine the lost value of this pasture. The rental amount shall then be adjusted by this reduced amount. If the annual rent has already been paid, a payment for this amount shall be made by the Lessor to the Lessee. Future rent shall be adjusted based upon the average rental rate per acre if the acreage will not be available in future years. This amount shall be rounded to the closest whole dollar amount, to arrive at the new annual payment amount due.

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10. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution thereof:

Exhibit A – Sauk County Farm Pasture Map

Exhibit B – Sauk County Farm Pasture Grazing Plan

Exhibit C – Standard Clauses – Sauk County Farm Pasture Lease

FOR LESSEE:

Signed this ____ of _____, _____.

FOR THE COUNTY OF SAUK:

Signed this ____ of _____, _____.

Brent Miller, Administrator

ATTEST

Signed this ____ of _____, _____.

Rebecca Evert, County Clerk
For Lessor

¹Note: For 2023, the rent will be split into two amounts – 40 acres will be assessed at \$XXX)/acre and 20 acres will be assessed at \$XXX/acre due to a portion of the pasture being newly established and only available for half of the grazing season. The total rent payment for 2023 shall be \$XXXXX. Rent payments for the duration of the lease will be \$XXXX/acre.