

FARMLAND LEASE
Between the City of Madison and [NAME]
For the Property Located at [Address of Property]

This Lease is entered into on this ____ day of _____, 2025, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (the “City”), and _____ (the “Lessee”).

WITNESSETH:

NOW, THEREFORE, the City and the Lessee (together, the “Parties”), mutually agree as follows:

1. Leased Premises. The City hereby leases to the Lessee the property legally described on Exhibit A and depicted on Exhibit B (“Leased Premises”), which exhibits are attached and made a part of this Lease.
2. Term. This Lease shall be for a term of ____ years, subject to early termination pursuant to the terms contained herein. This Lease shall commence as of January 1, 2026 (the “Effective Date”) and expire on December 31, _____. City or Lessee may terminate the lease without penalty at the end of any crop year with written notice provided by October 31.
3. Renewal. This Lease may be renewed for ____ subsequent one (1) year terms upon agreement of the Parties as to the terms of the renewal, including but not limited to the rental rate. If the Lessee desires to renew the Lease, the Lessee must give notice to the City a minimum of ninety (90) days prior to the expiration of the initial term or any renewal term, pursuant to the Notices provisions of Paragraph 31. Following receipt of such notice, the City shall indicate by written notice to the Lessee its approval or denial of the Lessee’s request for renewal by October 31 of the year in which the lease is expiring. If the City does not assent to a renewal notice, renewal shall be deemed denied and in no event shall the City be responsible for reimbursement of any costs expended by the Lessee in anticipation of a Lease renewal (e.g., seed, fertilizer, etc.).
4. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided except that rent equal to one-twelfth (1/12) of the annual rent shall be paid monthly in advance, and in no event shall the tenancy be extended past one year.
5. Rent.
 - a. The Lessee shall pay Rent to the City in the sum of ____ and 00/00 Dollars (\$___.00), payable in two (2) payments of ____ and 00/00 Dollars (\$___.00) each. The first payment is due on or before June 1 annually The second payment is due on or before December 31 annually.

- b. Rent is based on the following formula:
- \$ __.00 (market rate TBD each season) for tillable acres __. __ acres = \$ __.00
- c. All payments are to be made payable to the City Treasurer and sent or personally delivered to the Economic Development Division at the address specified in Paragraph 31.
- d. In addition to the provisions of Paragraph 24, the City shall have the right, under this paragraph, to send late payments of Rent to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.
6. Obligations. Throughout the term of this Lease, the Lessee shall operate and maintain the Leased Premises according to and in compliance with Subchapter II of Chapter NR151 of the Wisconsin Administrative Code, Chapter 49 of the Dane County Code of Ordinances and the conditions of this Lease. The Lessee shall confer with Dane County Land & Water Resources Land Conservation (“LWRD”), as necessary, on compliance issues.
7. Use and Special Restrictions on Use of Leased Premises.
- a. The Lessee shall use the Leased Premises solely for the farming of crops. Such farming shall be conducted in accordance with usual and recognized farming practices of Dane County, Wisconsin. The intended uses and sole permitted uses of the Leased Premises by the Lessee are as agricultural cropland, hay land, establishment of native vegetation and wildlife species habitat in order to protect the land within the Leased Premises from over-growing in undesirable weeds and preparing for prairie restoration.
- b. Except in designated areas, the Lessee shall not post signs or erect any signs of any kind upon the Leased Premises without the prior written consent of the City.
- c. The Lessee shall not hunt upon the Leased Premises and shall ensure that the Leased Premises are not used for hunting purposes.
- d. The Lessee shall in no way encumber, or allow to be encumbered, the City’s title to the Leased Premises.
- e. Any chemical agent, insecticide, fertilizer, or other additive proposed to be used by the Lessee or its sublessees must meet or exceed all federal, State, and local laws, regulations guidelines, and limitations (including prohibitions) for its use. The City reserves the right to restrict or ban the use of any chemical agent, insecticide, fertilizer or additive on the Leased Premises. Any pesticides applied by Lessee must be conducted by appropriately certified applicators, with supporting documentation provided to the City annually by December 15. Documentation must include:
(1) Date, purpose, location, amount of product, and amount of active ingredient for each application,

- (2) Product labeling and material safety data sheets for each product applied,
- (3) Documentation of applicator certification and conformance with other Federal and State laws.
- f. The Lessee shall not apply Dicamba, Atrazine or any herbicide that lists Atrazine as an active ingredient on the Leased Premises.
- g. The Lessee shall cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the Leased Premises by 2027, with seed labels being submitted to LWRD prior to planting each year.
- h. The Lessee shall notify the City of any resource concerns such as, but not limited to, soil erosion and gully formation.
- i. The Lessee shall confer with LWRD, as needed, on land management issues or changes in land practices.
- j. The Lessee shall prevent the growth of prohibited noxious weeds per Madison General Ordinance 23.29(b), and further agrees to cut, spray or otherwise control Canada thistles before they go to seed and cut or control weeds in lots and along roadsides whenever necessary to prevent reseeding.
- k. Trimming or removal of trees is strictly prohibited unless permission is granted by the City.
- l. The Lessee shall not store automobiles, trucks, tractors, or bulk fuel on the Leased Premises or otherwise violate restrictions of the City's ordinances.
- m. The Lessee agrees to provide the following additional services at the Leased Premises for public recreation or land management: [LIST HERE]
- n. Special Site Conditions. [INSERT ANY SPECIAL CONDITIONS RELATED TO SITE, OR STATE "NONE"]
- o. In the event City will be converting the land to intended purposes in the near future, the City may require that only soybeans are planted in the last one to two growing seasons. To the extent such a requirement significantly reduces crop yield of the Leased Premises for agricultural purposes, the City may reduce the annual rent accordingly for those years.

8. Nutrient Management.

- a. Where required, the Lessee shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan ("NMP") developed in accordance with the United States Department of Agriculture Natural Resources Conservation Service ("USDA-NRCS") Nutrient Management Code 590 conservation practice standard.

- 1) The NMP, including soil sample results, shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.
 - 2) The Leased Premises shall be managed to not exceed tolerable soil loss ("T") and phosphorus index (PI), as documented in the NMP.
- b. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.
- c. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in the NMP. Manure applications may be re-evaluated upon receipt of soil samples and the NMP. Manure shall not be stacked or stored on the Leased Premises. Application of manure on saturated soils, snow covered, or frozen ground is prohibited.
9. No Till Standards. Where row crops are planted annually, the City encourages Lessee to follow no till standards in accordance with USDA-NRCS Residue and Tillage Management, No Till Code 329 conservation practice standard where row crops are being cultivated. Best management practices related to no till conservation practice include but are not limited to:
 - a. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.
 - b. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.
 - c. Maintain crop residue standing during the winter period to trap snow.
 - d. No baling or intensive grazing of crop residue.
 - e. No shredding of residue after harvest.
 - f. Cover crops are encouraged to reduce soil erosion.
 - g. Consult with LWRD for additional guidance.
10. Crop Rotations. The Lessee shall follow crop rotations provided by Dane County and incorporated into the Lessee's NMP: (LIST HERE)
11. Vegetated Buffer Setback.
 - a. The Lessee shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit B.

- b. The Lessee shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.
12. Public Access. The City may provide public access to all or a portion of the Leased Premises with advance notice. City will notify Lessee of any changes to public access to all or a portion of the Leased Premises at the time of annual renewal at the latest. Public access may include, without limitation, recreational use, areas for the parking of vehicles, trails for pedestrian ingress and egress, and fencing and gating of such areas and trails. To the extent such access prevents or substantially interferes with the Lessee's use of the Leased Premises for agricultural purposes, the City shall reduce the number of acres under the Lease, and the rent shall be reduced accordingly.
13. FSA Program Payments. If otherwise eligible, the Lessee shall be entitled to make application(s) for receipt of payment(s) from the Farm Service Agency ("FSA") or from any other government subsidy programs including the Environmental Quality Improvement Program ("EQIP") administered by the USDA and Land & Water Resource Management Plans administered by Dane County, and shall be entitled to receive all such payments attributable to the Lessee's use of the Leased Premises from any such program(s). Any FSA or other government subsidy program payments shall be the sole property of the Lessee, and the City shall have no interest therein. The Lessee shall make no contractual commitments or arrangements of any nature concerning the Leased Premises with the FSA or with any other government subsidy program which extend beyond the expiration date of this Lease.
14. Adjustments. There shall be no rental rate adjustments during the term of the Lease. The City reserves the right to remove lands from the Lease in order to restore lands to prairie and may reduce the number of acres under the Lease with notice to the Lessee by the end of October for the next crop season. Acreage adjustments also may be made upon mutual agreement between the Parties.
15. Subletting and Assigning Lease. The Lessee shall not assign this Lease or sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold in its sole discretion.
16. Condition of Property. The Lessee has inspected the Leased Premises and is familiar with the condition thereof and accepts the same as being in a good condition. The Lessee agrees to maintain the Leased Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Leased Premises, the Lessee shall follow practices recommended by LWRD. The Lessee shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

17. Repairs. The City is not obligated to fence, make repairs to any fences, or to make any other repairs to the Leased Premises, and any fencing, fence repair, or other repair which is required by law or which the Lessee may consider necessary shall be made by the Lessee at the Lessee's sole expense.
18. Indemnification. The Lessee shall be liable to and agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessee or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in or related to the performance of this Lease, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this Lease.
19. Insurance. The Lessee shall carry farm general liability insurance covering as the named insured the Lessee and naming the City, its officers, officials, agents, and employees as additional insureds, with a minimum limit of \$500,000 per occurrence as may be adjusted, from time to time, by the City's Risk Manager. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Lease. As evidence of this coverage, the Lessee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, Lessee shall provide a renewal certificate to the City for approval.
20. Hazardous Substance Indemnification. The Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease, or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this Lease.

21. Compliance. The Lessee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, Dane County, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. The Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
22. Subordination.
- a. This Lease is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Leased Premises.
 - b. The Lessee shall subordinate its rights in this Lease, without compensation, at the request of the City to provide easements and rights-of-way for all current and future public and private utilities across or along the Leased Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Leased Premises under the terms of this Lease.
23. Right of Entry. The City or its representatives shall have the right to enter upon the Leased Premises at any reasonable time for the following purposes:
- a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its municipal powers.
 - b. For the purpose of performing activities related to any private or public improvement or project, without cost or liability to the City or any employee, officer, official, or agent of the City for any crops which may be damaged in connection therewith. While the City will strive to exercise reasonable care to minimize damage to crops, the Lessee waives and agrees to hold the City, its employees, officers, officials, and agents harmless from any claims for damages arising out of such activities, including any claims based upon a failure to exercise reasonable care.
24. Termination. The City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Leased Premises by giving the Lessee thirty (30) days written notice, upon or after any one of the following events:
- a. The filing by the Lessee of a voluntary petition in bankruptcy.
 - b. The institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as a bankrupt pursuant to such proceedings.

- c. The taking by a court of competent jurisdiction of the Lessee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
- d. The appointment of a receiver of the Lessee's assets.
- e. The divestiture of the Lessee's estate herein by other operation of law.
- f. The abandonment by the Lessee of the Leased Premises.
- g. The use of the Leased Premises for an illegal purpose.
- h. Upon lapse or failure of any insurance coverage required by this Lease.
- i. In the event the Lessee defaults in the performance of any other term or condition of this Lease.

The termination shall not be effective if, within such thirty (30) day period, the event giving rise to the City's right to terminate ceases to exist. In the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said thirty (30) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

Notwithstanding the foregoing, and without prejudice to any other right or remedy, upon lapse or failure of any insurance coverage required by this Lease the City may, at its option, purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as additional rent. Any amount paid by the City hereunder shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

- 25. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- 26. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises, subject to the provisions of Paragraph 24.
- 27. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all of its personal property from the Leased Premises. If the Lessee leaves any of its personal property on the Leased Premises, the City shall have the

right to dispose of said property without liability thirty (30) days after the Lessee vacates or abandons the Leased Premises.

28. Lessee Waivers.

- a. In the event of the Lessee's vacation of the Leased Premises or if the City terminates this Lease pursuant to the provisions of this Lease, the Lessee hereby waives any rights against the City that may be construed to accrue to the Lessee, its successors and assigns, by provisions of Section 32.19 of the Wisconsin Statutes, as amended.
- b. In the event the City condemns the Lessee's interest in the Leased Premises, the Lessee agrees that the award, including damages, for all of its interests shall be Zero Dollars (\$0), and further waives all relocation benefits of every kind and nature.
- c. In the event the Leased Premises, or any portion thereof, shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to the City without any deduction therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the City all of its right to recover from the condemning authority such compensation as may be separately awarded to the Lessee on account of interruption of the Lessee's business and for moving and relocation expenses.

29. Definition of City and Lessee. The terms "City" and "Lessee" when used herein shall mean either singular or plural and the provisions of this Lease shall bind the Parties mutually, their heirs, personal representatives, successors and assigns.

30. Authorized Agent. The City's Director of the Department of Planning, Community and Economic Development or the Director's designee, in consultation with the authorized representative for the City agency in which the Leased Premises is administratively assigned, is hereby designated as the official representative of the City for the enforcement of all provisions in this Lease, with authority to administer this Lease lawfully on behalf of the City.

31. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by mail or email, to the addresses specified below. If using electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City: City of Madison
Economic Development Division
Office of Real Estate Services
215 Martin Luther King, Jr. Blvd., Suite 300
P. O. Box 2983
Madison, WI 53701-2983
hradlinger@cityofmadison.com; and
ores@cityofmadison.com

With copy to: City of Madison
[insert administrative agency info]

For the Lessee:

For Dane County:

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notice shall be given.

32. Non-Discrimination. In the performance of its obligations under this Lease, the Lessee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Lessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
33. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the Lessee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Lease shall be valid and be enforceable to the fullest extent permitted by law.
34. Entire Agreement. All terms and conditions and all negotiations, representations and promises with respect to this Lease are merged into this Lease. No alteration, amendment, change, or addition to this Lease shall be binding upon the Parties unless in writing and signed by them.
35. Execution. This Lease may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Lease. A signed copy of the Lease transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Lease may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of

Wis. Stat. ch.137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Lease may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.

36. Choice of Law, Venue, and Forum Selection. This Lease shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Lease that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

[signatures on following two pages]

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the date first set forth above.

LESSEE 1

LESSEE 2

By: _____

By: _____

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2025, the above named _____, known to me to be the person who executed the above and foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print or type name)

Commission expires: _____

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2025, the above named _____, known to me to be the person who executed the above and foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

(print or type name)

Commission expires: _____

CITY OF MADISON,
a Wisconsin municipal corporation

By: _____
Matthew Wachter, Director
Department of Planning, Community and Economic Development

AUTHENTICATION

The signature of Matthew Wachter, Director of the Department of Planning, Community and Economic Development on behalf of the City of Madison, is authenticated on this ____ day of _____, 2025.

Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Execution of this Lease is authorized by Resolution Enactment No. RES-25-xxxxx, File ID No. xxxxx, adopted by the Common Council of the City of Madison on the ____ day of _____, 2025.

Drafted by the City of Madison Office of Real Estate Services

Project No. XXXXX

EXHIBIT A
Leased Premises

EXHIBIT B
Vegetated Buffer Setback