



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

Agricultural Leases

Date of Request:

11/15/21

Requesting Department:

Parks

Department Contact Name:

Erica Goblet

High Org:

900

Low Org:

9000

Approval Signature of Department Head:

Guy Smith

11/15/2021

DESCRIPTION

Please provide a detailed description of the request:

Milwaukee County Parks manages 708 acres of agricultural land for the purpose of growing and harvesting agricultural row-crops, vegetable crops, and hay. The agricultural lands held by the county are located within designated primary environmental corridors as defined by Southeastern Wisconsin Regional Planning Commission (SEWRPC). Milwaukee County Parks leases this land to both farmers and non-profit community-based organizations. Each lessee is responsible for working with Milwaukee County Parks on the development of a Conservation Plan specific to their parcel (s) to reduce soil loss, achieve water quality goals, and protect the natural resource base. The term of each lease is selected based on factors such as the conservation method, the crop rotation cycle, and the likelihood that the parcel may cease to be available for farming. Rent payments vary due to the size of the parcel and were developed based on United States Department of Agriculture and State of Wisconsin Department of Agriculture, Trade and Consumer Protection fair market value rates for southeastern Wisconsin.

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

Agricultural use of this land reduces soil loss and invasive species and protects natural resources. Revenue helps Parks meet its revenue targets each year.

How does this proposal align with the County's objectives on racial equity?

Please see the County's Vision/Mission/Values and strategic focus areas attached

3B: Enhance the County's fiscal health and sustainability by providing revenue that supports Milwaukee County Parks as well as ensuring the overall health of the County ' s natural areas by reducing invasive species and soil loss.

Desired Timeline:
Begin Date:

1/1/22

End Date:

12/31/24

Duration:

3 years

Anticipated Funding Source (check all that apply and include amount allocated under each category):

Operating Budget:
Capital Budget:
Other (i.e. grants, donations, etc.; please describe):

Request Involves:
☒ **Parks Property**
☐ **BHD Property**

The Basics



Vision

By achieving
racial equity, Milwaukee
is the healthiest County
in Wisconsin

Mission

We enhance quality of life through great
public service

Values

Inclusion

Seek diverse
perspectives

Influence

Use your power for
good

Integrity

Do the right thing

Strategic Focus Areas

1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

3. Invest in Equity

3A: Invest “upstream” to address root causes of health disparities

3B: Enhance the County’s fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities





COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

- | | | |
|--|---|---|
| <input type="checkbox"/> 1. Asset Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Facility Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

MILWAUKEE COUNTY AGRICULTURAL LAND LEASE POLICY

(Effective 01/2020)

The Milwaukee County Department of Parks, Recreation and Culture (DPRC) leases approximately seven hundred sixty (760) acres of undeveloped parkland for agricultural uses. Although most of the land lies along the Root River and Oak Creek Corridors, there are several parcels of leased land in Bender and Franklin Parks, as well as in the northern portion of the County. All of the County-owned parcels leased for agricultural uses are located within proposed recreational sites or floodplains, or in primary or secondary environmental corridors.

DPRC is charged with administering and managing the agricultural lease program. DPRC is also responsible for setting agricultural land lease rates and prescribing conditions that will facilitate the County's natural resource management objectives.

At present, sixteen (16) individuals rent Milwaukee County parklands for agricultural purposes. The administration and management of these leases is based on the DPRC's Agricultural Land Lease Policy. This policy was originally established in 1995, modified in 2004, updated in 2009 pursuant to Resolution File No. 03-547(a)(b), and updated in 2019 pursuant to Resolution File No. 19-341. In addition to making the agricultural lease program systematic and equitable, DPRC's Agricultural Land Lease Policy addresses a number of important issues including:

- Ensuring that impacts on the environment from agriculture such as nutrient depletion, soil erosion, and the discharge of fertilizers and pesticides to waterways are minimized.
- Standardizing the process for awarding leases with priority being given to County residents that actively farm.
- Establishing rental rates comparable to those charged in the southeastern region of Wisconsin based on USDA & DATCP statistics. Per Resolution File No. 03-547(a)(b) non-County residents pay a higher rate.
- Directing rental revenues to assist in the administration of DPRC's agricultural/natural lands management program and to furnish funds for the acquisition of additional parklands.

Recommended Terms

The following uses of any rented park parcel will be considered on a case-by-case basis under the conditions of a DPRC Permit for Special Land Use:

- Parcels used for grazing or the pasturing of livestock.
- Parcels not plowed or planted, but used only to harvest marsh hay.
- Parcels rented for small-scale agricultural plots.
- Parcels rented for growth of hemp

The following items will be addressed in each agricultural land lease for those County-owned parklands that are rented out for the purpose of cultivating annual and perennial agricultural crops:

1. Length of Lease:

A three (3) year lease is the preferred leasing term that should be considered for all leased agricultural land; however, a longer lease term may provide an incentive for renters to use enhanced conservation methods on rented land. Renters will apply required soil amendments and will plant perennial crops, such as hay, rather than annual crops, such as corn, soybean or winter wheat. Ultimately, the lease term will be established at the discretion of DPRC for each and every parcel.

(a) A five (5) year lease is available only to those renters agreeing to use one of the following rotations:

Rotation 5-2 2 years of row crop, 1-year oats and 2 years hay
 Rotation 5-1 1 year of row crop, 1 year oats and 3 years of hay
 Rotation 5-0 5 years of hay

*Row crop is defined as corn or soybeans.

(b) A three (3) year lease term will be available only to those individuals currently renting County-owned parklands and agreeing to use one of the following rotations:

Rotation 3-3 3 years of a row crop or small grain
 Rotation 3-2 2 years of a row crop or small grain, 1 year of hay
 Rotation 3-1 1 year of a row crop or small grain, 2 years of hay
 Rotation 3-0 3 years of hay

*Small grain is defined as oats, winter wheat or rye.

(c) A one (1) year lease using an approved soil retention material or cover crop will be available only to those current renters that lease County-owned parklands for the cultivation of vegetable crops or for sites with pending development in less than three (3) years. Current renters will have the option to discontinue the cultivation of vegetables and select one of the three (3) year lease terms or five (5) year lease terms listed above. A one (1) year lease will be the only option for new renters.

2. Access:

County-owned agricultural fields that are land-locked or accessible only by traversing private property will continue to be available to the adjacent property owner or a renter having an acceptable easement to access the County-owned park parcel. The renter of these land-locked parcels must select either a three (3) or five (5) year lease term. If the renter no longer desires to rent the land-locked park parcel, the parcel will be considered retired and no longer leased for agricultural use. DPRC reserves the right to retire, manage or bundle agricultural parcels to resolve access barriers created by multiple leases.

3. Historic Use Agreements:

Historic or existing leases, terms and/or rental rates based on the original terms of a property sale will be honored for continued rental under the original conditions only with proof of written documents supporting them.

4. Conservation Plans:

All renters shall farm County-owned parklands under the guidelines of a DPRC approved resource conservation plan. This plan specifies the following:

- Crop rotation
- Nutrient and pest management
- Tillage methods
- Specific best management practices, which includes soil sampling every 3 years or less.

The only fall tillage allowed on any parcel will be zone-till/strip till. However, in the case of poorly drained soils, the Natural Areas Coordinator has the discretion to allow mulch tillage. Mulch tillage, zone/strip tillage, or no-till will be required on all parcels that are used exclusively for the cultivation of annual row crops unless otherwise specified in the parcel's Conservation Plan. Mulch tillage means leaving greater than 30%, zone/strip tillage greater than 70%, and no-till 85-100% of the soil surface covered with crop residue at the time of planting. Conservation plans will be developed to meet the tolerable soil loss level, achieve water quality goals and meet resource management needs. Conservation plans will be developed in consultation with the United States Department of Agriculture (USDA) - Natural Resources Conservation Service (NRCS) and must be approved the DPRC Land Manager.

5. Crop and Nutrient Management Records:

All renters must maintain a log listing the following information about fertilizer and pesticides used on County-owned parklands:

- Date of fertilizer and lime application
- Amount, rate, and mixture of fertilizer applied
- Date of pesticide/herbicide treatment
- Type, rate, and amount of pesticide/herbicide applied
- Crop planted during the current year
- Soil tests results

These records are to be submitted by December 31st of the cropping year to the DPRC, care of the Natural Areas Coordinator.

6. Stream bank Filter Strip:

No annual crops will be planted within seventy-five (75) feet of any river or stream. Perennial crops, such as hay and marsh hay may be harvested after the nesting season ends (July 31), if said acreage is within the renter's DPRC contract. No annual or vegetable crops will be planted within thirty (30) feet of any field ditch.

7. Hydric soils – Soil Drainage Alterations:

All wetlands and farmed wetlands will not be filled or drained. DPRC will consult with NRCS on any wetland use, changes, or alterations.

8. Waste Disposal:

County-owned lands will not be used to store on site or dispose of any empty fertilizer or pesticide containers or any unused fertilizer, pesticides or other waste of any kind, with the exception of animal waste to supplement nutrient requirements. However, if a renter is applying livestock waste they must comply with a nutrient management plan developed for that parcel by NRCS and

approved by DPRC. Application of municipal waste requires the prior written permission of DPRC and will be determined on a case-by-case basis.

9. **Cost of Best Management Practices:**

DPRC will consider on a case-by-case basis an equitable method to share the cost of land improvements needed to prevent erosion and control sediment. DPRC will aggressively seek out federal and state grants to help fund those projects that result in improved land and water quality. In order for DPRC to assist in the funding of a project there must be a demonstrated improvement in water quality, recreational use, biodiversity, or other feature to advance the mission of the County's Park and Open Space Plan.

10. **Tree Harvesting:**

Removal of any trees or other vegetation on County-owned land is prohibited, unless it is conducted by DPRC's staff.

11. **Surface and Subsurface Drainage Maintenance:**

The renter shall maintain all subsurface tile drainage systems and outlets and surface swales, drainage ditches, crossings of drainage ditches, and grading along the banks of streams and rivers. Any repairs or installation of these systems are subject to Wisconsin Department of Natural Resources (WDNR) regulations and cannot be undertaken without the prior written consent of DPRC.

12. **Utility Work by Milwaukee County or Others on Rented Land:**

Occasionally it may be necessary for utility construction or other DPRC authorized construction on rented agricultural land. The impact of these activities on the use of the rental parcel will be treated on a case-by-case basis. The renter will be notified promptly of any of these types of activities so that the impact can be defined and the appropriate compensation can be specified. The County will require the sponsor of any non-County activity to compensate the renter for any loss caused by the activity. The County will require the sponsor of any activity to mark the proposed area of disturbance. This is to evaluate any changes that may occur from initial agreements.

12. **Rent adjustments for Crop Failure Rent:**

The DPRC will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the USDA, Farm Service Agency & Natural Resources Conservation Service and University of Wisconsin Extension Service to identify any available programs or funding sources.

13. **Rental Fees and Payment Schedule:**

Rental fees will be reviewed and, if necessary, adjusted annually.

(a) The following rental fees are recommended for agricultural leases on County-owned parcels greater than 15 acres beginning in 2009:

	<u>County Resident</u>	<u>Non-County</u>
5-year lease with hay in rotation Rotation 5-2, 5-1 or 5-0	\$128.00/acre/year	\$133.00/acre/year
3-year lease Rotation 3-3, 3-2, 3-1 or 3-0	\$128.00/acre/year	\$133.00/acre/year

1-year lease for sites with pending development	\$128.00/acre/year	\$133.00/acre/year
1-year lease for small agricultural plots	\$120/acre/year	\$125/acre/year

(b) The following rental fees are recommended for agricultural leases on County-owned parcels that are 5-15 acres in size beginning in 2010:

	<u>County Resident</u>	<u>Non-County</u>
5-year lease with hay in rotation Rotation 5-2, 5-1 or 5-0	\$118.00/acre/year	\$123.00/acre/year
3- year lease Rotation 3-3, 3-2, 3-1 or 3-0	\$118.00/acre/year	\$123.00/acre/year
1-year lease for sites with pending development	\$118.00/acre/year	\$123.00/acre/year
1-year lease for small agricultural plots	\$120/acre/year	\$125/acre/year

(c) The following rental fees are recommended for agricultural leases on Milwaukee County owned parcels less than 5 acres beginning in 2009:

	<u>County Resident</u>	<u>Non-County</u>
5-year lease with hay in rotation Rotation 5-2, 5-1 or 5-0	\$108.00/acre/year	\$113.00/acre/year
3-year lease Rotation 3-3, 3-2, 3-1 or 3-0	\$108.00/acre/year	\$113.00/acre/year
1-year lease for sites with pending development	\$108.00/acre/year	\$113.00/acre/year
3-year lease- marsh hay regardless of field size	\$35.00/acre/year	\$40.00/acre/year
1-year lease for small agricultural plots	\$120/acre/year	\$125/acre/year

- (d) Rental fees must be paid according to the following schedule:
- i. April 1 One half of rental fee due.
 - ii. November 30 Balance of annual rental fee due.

14. **Renter Selection Process:**

DPRC will maintain a waiting list of those persons that have provided written notification that they wish to rent Milwaukee County-owned parcels. When DPRC decides a parcel should be made available for agricultural lease, prospective lessees will be evaluated and ranked by DPRC staff and a tenant selected. DPRC will consider the qualifications and previous performance of potential tenants and can give additional credit to prospective tenants based upon the following criteria:

- (a) The individual is currently leasing the parcel.
- (b) The individual is a Milwaukee County resident.
- (c) The proximity to the home farm or other leased lands is 1-mile or less.
- (d) The individual has access to the parcel if it is land-locked.
- (e) The individual is a current renter with a good rental history.

- (f) The individual is a current renter that has lost a rented parcel due to park needs.
- (g) The parcel is being rented for small-scale vegetable plots.

If DPRC cannot select a suitable tenant, the parcel(s) will be retired, established in conservation cover, and no longer leased for agricultural production.

15. Lease Contract:

The lease contract will include the following terms:

- (a) A description of the location of the County-owned parcel(s) to be rented.
- (b) The length of the lease and a description of the rotation selected by the renter.
- (c) Specific references to a conservation plan that will be developed and made part of the rental agreement.
- (d) A termination policy for specific situations, see Section R below.
- (e) A prohibition of sub-leasing Milwaukee County agricultural parklands. This does not apply to small-scale urban garden plots that fall under DPRC's Special Land Use category.
- (f) Condition that the rented parcel(s) must be in at the termination of the lease.
- (g) Conditions for renewal of the lease.
- (h) A site access route approved by DPRC staff.

16. Milwaukee County Parks Agricultural Land Lease Revenues (as amended in 2004):

The first 70% of revenues generated through the Milwaukee County Agricultural Lease Program and CRP program will be used to fund DPRC's natural areas management program and the administration of both the agricultural lease program and natural areas program with the remaining 30% of revenues to be dedicated to the acquisition of parklands for future park uses.

17. Termination Policy:

DPRC reserves the right to terminate any agricultural contract and further restrict the future use of any County-owned parcel as to that renter if any of the following circumstances occur:

- (a) If the party leasing a parcel from DPRC is found to be sub-leasing the same parcel to another entity. This does not apply to small-scale urban agriculture plots that fall under DPRC's Special Land Use category. Certain Contract Services can be utilized by tenants and provided by other entities if previously approved by the DPRC.
- (b) In the case of non-payment of rent due by the dates specified in the contract.
- (c) In the case of non-compliance with any of the terms of the contract.
- (d) In the case of the property being required for another DPRC use.
- (e) In the case of a lessee being found to be farming DPRC parkland that is currently not part of the County's agricultural leasing program. In this instance DPRC reserves the right to terminate all of the lessee's agricultural contracts.
- (f) If the party leasing a parcel from DPRC is found to be utilizing, or allowing others to utilize the land for any purpose other than the approved agricultural practices, including but not limited to hunting, ATV operation, snowmobiling, material or equipment storage, dumping, firewood collection or any other activity prohibited by County or local ordinances.
- (g) In the case of a lessee violating any Federal, State or Local laws or regulations or County ordinances on, or related to, land managed by the DPRC. Tenants shall comply with all applicable USDA (NRCS, FSA) and Wisconsin Department of Natural Resources policies and regulations related to their operations and use of County property.

AGRICULTURAL LEASE AGREEMENT**BETWEEN****MILWAUKEE COUNTY PARKS****AND****RONALD AND LOIS FRATRICK**

This Lease is made and entered into January 1, 2022, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and RONALD AND LOIS FRATRICK (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 30 located in the NE 1/4 of Section 35, Township 5 North, Range 21 East

consisting of 8.8 Acres Rotation Code n/a Term 3 years Rental Payment \$ 100.00 per year

PARCEL #	ACREAGE	FARM #	TRACK #	DISTRICT #	LOCATION
30	8.8	1520	4680	9	South of W. Oakwood Rd., east of 60 th St.

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised in January 2020, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2022, and shall remain in effect through December 31, 2024, unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 50.00 due on or before April 1 and \$ 50.00 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

1. Conservation Plan: Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality

goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NCRS.

2. **Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
3. **Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor upon request.
4. **Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
5. **Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
6. **Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
7. **Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
8. **Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
9. **Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.
10. **Insurance:** Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate,

Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and

whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. County Rights of Access and Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

22. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

If to Lessor: Milwaukee County Department of Parks, Recreation and Culture
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: Ronald and Lois Fratrack
4933 W. Oakwood Rd.
Franklin, WI 53132
(414) 421-4575

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can

be revised only by written mutual agreement by all Parties.

23. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

Ronald Fratrack

by _____ Date _____
Ronald Fratrack

Lois Fratrack

by _____ Date _____
Lois Fratrack

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Approved for execution:

Reviewed by:

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

Approved by:

Approved per Sec. 59.255(2)(e), Stats.:

By: _____ Date: _____
County Executive Chris Abele

By: _____ Date: _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

AGRICULTURAL LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT PARKS
AND
JEFF GASSENHUBER

This Lease is made and entered into January 1, 2022, by and between the MILWAUKEE COUNTY PARKS, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and JEFF GASSENHUBER (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 54 located in the SW 1/4 of the SE 1/4 of Section 22, Township 5 North, Range 22 East
consisting of 13.1 Acres Rotation Code n/a Term 3 years Rental Payment \$ 1,545.80 per year

Parcel # 55 located in the SW 1/4 of the SE 1/4 of Section 22, Township 5 North, Range 22 East
consisting of 2.2 Acres Rotation Code n/a Term 3 years Rental Payment \$ 237.60 per year

Parcel # 63 located in the E 1/2 of Section 22, Township 5 North, Range 22 East
consisting of 11.7 Acres Rotation Code n/a Term 3 years Rental Payment \$ 1,380.60 per year

Parcel # 64 located in the E 1/2 of Section 22, Township 5 North, Range 22 East
consisting of 7.4 Acres Rotation Code n/a Term 3 years Rental Payment \$ 873.20 per year

Parcel # 65 located in the E 1/2 of Section 22, Township 5 North, Range 22 East
consisting of 3.6 Acres Rotation Code n/a Term 3 years Rental Payment \$ 388.80 per year

PARCEL #	ACREAGE	FARM #	TRACK #	DISTRICT #	LOCATION
54	13.1	1780	4647	9	North of Ryan Rd./hwy 100, west of Howell
55	2.2	1780	4647	9	North of Ryan Rd./hwy 100, west of Howell
63	11.7	1743	4547	9	West of 15 th Ave., south of East Carrollton Dr.
64	7.4	1743	4547	9	West of 15 th Ave., south of East Carrollton Dr.
65	3.6	1743	4547	9	West of 15 th Ave., south of East Carrollton Dr.

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised in January 2020, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2022, and shall remain in effect through December 31, 2024, unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based

partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 2,213.00 due on or before April 1 and \$ 2,213.00 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

- 1. Conservation Plan:** Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NCRS.
- 2. Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
- 3. Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor upon request.
- 4. Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
- 5. Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
- 6. Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
- 7. Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
- 8. Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
- 9. Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees)

incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.

10. Insurance: Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel

included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. County Rights of Access and Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

22. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

If to Lessor: Milwaukee County Parks
 Natural Areas Coordinator
 9480 Watertown Plank Road
 Wauwatosa, WI 53226
 (414) 257-6521

If to Lessee: Jeff Gassenhuber
 9350 S. Chicago Rd.
 Oak Creek, WI 53154
 (414) 764-4985

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

23. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

Jeff Gassenhuber

by _____ Date _____
Jeff Gassenhuber

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Approved for execution:

Reviewed by:

By: _____ Date: _____ By: _____ Date: _____
Corporation Counsel Risk Management

Approved by:

Approved per Sec. 59.255(2)(e), Stats.:

By: _____ Date: _____ By: _____ Date: _____
County Executive Chris Abele Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

AGRICULTURAL LEASE AGREEMENT

BETWEEN

MILWAUKEE COUNTY PARKS

AND

ROBERT GROVE

This Lease is made and entered into January 1, 2022, by and between the MILWAUKEE COUNTY PARKS, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and ROBERT GROVE (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 49A located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 1.5 Acres Rotation Code n/a Term 3 years Rental Payment \$ 169.50 per year

Parcel # 49B located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 3.8 Acres Rotation Code n/a Term 3 years Rental Payment \$ 429.40 per year

Parcel # 50A located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 1.1 Acres Rotation Code n/a Term 3 years Rental Payment \$ 124.30 per year

Parcel # 50B located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 1.8 Acres Rotation Code n/a Term 3 years Rental Payment \$ 203.40 per year

Parcel # 50C located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 1.9 Acres Rotation Code n/a Term 3 years Rental Payment \$ 214.70 per year

Parcel # 50D located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 13 Acres Rotation Code n/a Term 3 years Rental Payment \$ 1,599.00 per year

Parcel # 51A located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 6.6 Acres Rotation Code n/a Term 3 years Rental Payment \$ 811.80 per year

Parcel # 51B located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 4.2 Acres Rotation Code n/a Term 3 years Rental Payment \$ 474.60 per year

Parcel # 51C located in the SE 1/4 of Section 33, Township 5 North, Range 22 East
consisting of 1.9 Acres Rotation Code n/a Term 3 years Rental Payment \$ 214.70 per year

Parcel # 51D located in the SE 1/4 of Section 33, Township 5 North, Range 22 East

consisting of 9.3 Acres Rotation Code n/a Term 3 years Rental Payment \$ 1,143.90 per year

PARCEL #	ACREAGE	FARM #	TRACK #	DISTRICT #	LOCATION
49A	1.5	7069	3687	9	East of S. Howell Ave., south of E. Randy Rd.
49B	3.8	7069	3687	9	East of S. Howell Ave., south of E. Randy Rd.
50A	1.1	7069	3687	9	East of S. Howell Ave., south of E. Randy Rd.
50B	1.8	7069	3687	9	East of S. Howell Ave., south of E. Randy Rd.
50C	1.9	7069	3687	9	East of S. Howell Ave., south of E. Randy Rd.
50D	13	7069	3687	9	East of S. Howell Ave., south of E. Randy Rd.
51A	6.6	7069	1830	9	East of S. Howell Ave., south of E. Randy Rd.
51B	4.2	7069	1830	9	East of S. Howell Ave., south of E. Randy Rd.
51C	1.9	7069	1830	9	East of S. Howell Ave., south of E. Randy Rd.
51D	9.3	7069	1830	9	East of S. Howell Ave., south of E. Randy Rd.

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised in January 2020, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2022, and shall remain in effect through December 31, 2024, unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 2,692.65 due on or before April 1 and \$ 2,692.65 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

1. Conservation Plan: Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NRCS.

2. Crop Acreage Certification: Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.

3. Records: Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the

leased parcels. These records shall be submitted to Lessor upon request.

4. Waste Disposal: Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.

5. Notice of Planned Construction: Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.

6. Access: Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.

7. Compliance With Law: Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.

8. Utility Charges: Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.

9. Indemnification by Lessee: Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.

10. Insurance: Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in

and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee

from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. County Rights of Access and Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

22. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

If to Lessor: Milwaukee County Parks
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: Robert Grove
8024 Nickolson Rd.
Caledonia, WI 53108
(262) 835-4491

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

23. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy, and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Parks

By _____ Date _____
Guy Smith, Executive Director

Robert Grove

By _____ Date _____
Robert Grove

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Approved for execution:

Reviewed by:

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

Approved by:

Approved per Sec. 59.255(2)(e), Stats.:

By: _____ Date: _____
County Executive Chris Abele

By: _____ Date: _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

AGRICULTURAL LEASE AGREEMENT**BETWEEN****MILWAUKEE COUNTY PARKS****AND****M A MAINUS FARM LLC**

This Lease is made and entered into January 1, 2022, by and between the MILWAUKEE COUNTY PARKS, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and M A MAINUS FARM LLC (hereinafter called the "Lessee"), as represented by Joseph Mainus.

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 13 located in the SW 1/4 of Section 29, Township 5 North, Range 21 East

consisting of 19.5 Acres Rotation Code n/a Term 3 years Rental Payment \$ 2,496.00 per year

Parcel # 15 located in the W 1/2 of Section 27, Township 5 North, Range 21 East

consisting of 2.8 Acres Rotation Code n/a Term 3 years Rental Payment \$ 302.40 per year

Parcel # 16 located in the W 1/2 of Section 27, Township 5 North, Range 21 East

consisting of 8 Acres Rotation Code n/a Term 3 years Rental Payment \$ 944.00 per year

Parcel # 17 located in the W 1/2 of Section 27, Township 5 North, Range 21 East

consisting of 6.8 Acres Rotation Code n/a Term 3 years Rental Payment \$ 802.40 per year

Parcel # 19 located in the NW 1/4 of Section 34, Township 5 North, Range 21 East

consisting of 79.3 Acres Rotation Code n/a Term 3 years Rental Payment \$ 10,150.40 per year

PARCEL #	ACREAGE	FARM #	TRACK #	DISTRICT #	LOCATION
13	19.5	1746	1025	9	North of Oakwood Ave
15	2.8	1746	4382	9	East side of 76 th St. north of Oakwood
16	8	1746	4382	9	East side of 76 th St. north of Oakwood
17	6.8	1746	4534	9	East side of 76 th St. north of Oakwood
19	79.3	1746	1136	9	East side of 76 th St. south of Oakwood

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised in January 2020, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2022, and shall remain in effect through December 31, 2024, unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ ~~7,347.60~~ due on or before April 1 and \$ ~~7,347.60~~ due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

1. **Conservation Plan:** Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NRCS.
2. **Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
3. **Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor upon request.
4. **Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
5. **Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
6. **Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
7. **Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
8. **Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
9. **Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of

the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.

10. Insurance: Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. County Rights of Access and Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

22. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

If to Lessor: Milwaukee County Parks
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: M A Mainus Farm LLC
Joseph Mainus
10941 S. 92nd St.
Franklin, WI 53132

(414) 425-0818

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

23. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy, and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

James Roszina

by _____ Date _____
James Roszina

Approved with regards to County Ordinance Chapter 42:

by _____ Date _____
Community Business Development Partners

Approved as to form and independent status:

by _____ Date _____

Corporation Counsel

Reviewed by:

by _____ Date _____
Risk Management

Approved:

by _____ Date _____

County Executive Chris Abele

Approved per Sec. 59.255(2)(e), Stats.:

by _____ Date _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

by _____ Date _____
Corporation Counsel

AGRICULTURAL LEASE AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
AND
JOHN NAPIENTEK

This Lease is made and entered into January 1, 2022, by and between the MILWAUKEE COUNTY PARKS, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and JOHN NAPIENTEK (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 9 located in the W 1/2 of Section & SE 1/4 of Section 29, Township 5 North, Range 21 East
consisting of 13.3 Acres Rotation Code n/a Term 3 years Rental Payment \$ 1,569.40 per
year

Parcel # 28 located in the E 1/2 of Section 27, Township 5 North, Range 21 East
consisting of 8.6 Acres Rotation Code n/a Term 3 years Rental Payment \$ 1,014.80 per year

Parcel # 29 located in the E 1/2 of Section 27, Township 5 North, Range 21 East
consisting of 7.8 Acres Rotation Code n/a Term 3 years Rental Payment \$ 920.40 per year

Parcel # 31 located in the E 1/2 of Section 35 & NW 1/4 of Section 36, Township 5 North, Range 21 East
consisting of 6.9 Acres Rotation Code n/a Term 3 years Rental Payment \$ 814.20 per year

Parcel # 32 located in the E 1/2 of Section 35 & NW 1/4 of Section 36, Township 5 North, Range 21 East
consisting of 65.5 Acres Rotation Code n/a Term 3 years Rental Payment \$ 8,384.00 per
year

Parcel # 33 located in the E 1/2 of Section 35 & NW 1/4 of Section 36, Township 5 North, Range 21 East
consisting of 9 Acres Rotation Code n/a Term 3 years Rental Payment \$ 1,062.00 per year

Parcel # 35 located in the E 1/2 of Section 35 & NW 1/4 of Section 36, Township 5 North, Range 21 East
consisting of 6.2 Acres Rotation Code n/a Term 3 years Rental Payment \$ 731.60 per year

Parcel # 36 located in the E 1/2 of Section 35 & NW 1/4 of Section 36, Township 5 North, Range 21 East
consisting of 16.6 Acres Rotation Code n/a Term 3 years Rental Payment \$ 2,124.80 per
year

Parcel # 37 located in the E 1/2 of Section 35 & NW 1/4 of Section 36, Township 5 North, Range 21 East consisting of 15.9 Acres Rotation Code n/a Term 3 years Rental Payment \$ 2,035.20 per year

PARCEL #	ACREAGE	FARM #	TRACK #	DISTRICT #	LOCATION
9	13.3	7201	3144	9	North-side of the Franklin Park Savanna State Natural Area
28	8.6	7201	3203	9	West of 60 th St. between Airways Ave. and Franklin Dr.
29	7.8	7201	10390	9	West of 60 th St. between Airways Ave. and Franklin Dr.
31	6.9	6200	3109	9	South of Oakwood, south of the golf course
32	65.5	6202	3136	9	South of Oakwood, south of the golf course
33	9	6200	3109	9	South of Oakwood, south of the golf course
35	6.2	6200	3109	9	South of Oakwood, south of the golf course
36	16.6	6200	3121	9	South of Oakwood, south of the golf course
37	15.9	6200	3121	9	South of Oakwood, south of the golf course

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised in January 2020, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2022, and shall remain in effect through December 31, 2024, unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 9,328.20 due on or before April 1 and \$ 9,328.20 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

1. **Conservation Plan:** Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NCRS.
2. **Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
3. **Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor upon request.
4. **Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
5. **Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
6. **Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
7. **Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
8. **Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
9. **Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is

deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.

10. Insurance: Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. County Rights of Access and Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will

abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

22. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

If to Lessor: Milwaukee County Parks
 Natural Areas Coordinator
 9480 Watertown Plank Road
 Wauwatosa, WI 53226
 (414) 257-6521

If to Lessee: John Napientek
 10233 W. Ryan Rd.
 Franklin, WI 53132
 (414) 529-0980

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

23. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy, and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

John Napientek

by _____ Date _____
John Napientek

Approved with regards to County Ordinance Chapter 42:

by _____ Date _____
Community Business Development Partners

Approved as to form and independent status:

Reviewed by:

by _____ Date _____
Corporation Counsel

by _____ Date _____
Risk Management

Approved:

Approved per Sec. 59.255(2)(e), Stats.:

by _____ Date _____
County Executive Chris Abele

by _____ Date _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

by _____ Date _____
Corporation Counsel

AGRICULTURAL LEASE AGREEMENT**BETWEEN****MILWAUKEE COUNTY PARKS****AND****ROBERT PETZOLD**

This Lease is made and entered into January 1, 2022, by and between the MILWAUKEE COUNTY PARKS, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and ROBERT PETZOLD (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 2 located in the NE 1/4 of Section 4, Township 8 North, Range 21 East
consisting of 14.2 Acres Rotation Code n/a Term 1 years Rental Payment \$ 1,704.00 per year

Parcel # 3 located in the NE 1/4 of Section 4, Township 8 North, Range 21 East
consisting of 19.7 Acres Rotation Code n/a Term 1 years Rental Payment \$ 2,364.00 per year

PARCEL #	ACREAGE	FARM #	TRACK #	DISTRICT #	LOCATION
2	14.2	1712	2070	6	Southwest corner of County Line and 76th St.
3	19.7	1712	2069	6	South of County Line Rd. west adjacent to #2

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised in January 2020, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2022, and shall remain in effect through December 31, 2022, unless terminated per the provisions defined herein or by mutual agreement; provided, however, that the parties may renew the Agreement for two (2) additional one (1)-year periods if agreeable to Lessor (each such period, an "Extension Term"). The Initial Term and Any Extension Terms then effectuated shall be referred to herein as the "Term." Lessee shall provide written notice to Lessor of its desire to enter into each Renewal Term at least two (2) months prior to the expiration of the then-current term. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 2,034.00 due on or before April 1 and \$ 2,034.00 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

- 1. Conservation Plan:** Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NRCS.
- 2. Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
- 3. Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor upon request.
- 4. Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
- 5. Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
- 6. Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
- 7. Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
- 8. Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
- 9. Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage

caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.

10. Insurance: Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes during the term, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. County Rights of Access and Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

22. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

If to Lessor: Milwaukee County Parks
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: Robert Petzold
8030 N. 37th St.
Brown Deer, WI 53209
(414) 354-8218

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

23. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy, and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

Robert Petzold

by _____ Date _____
Robert Petzold

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Approved for execution:

Reviewed by:

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

Approved by:

Approved per Sec. 59.255(2)(e), Stats.:

By: _____ Date: _____
County Executive Chris Abele

By: _____ Date: _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

AGRICULTURAL LEASE AGREEMENT**BETWEEN****MILWAUKEE COUNTY PARKS****AND****JAMES ROSZINA**

This Lease is made and entered into January 1, 2022, by and between the MILWAUKEE COUNTY PARKS, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and JAMES ROSZINA (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 41 located in the SE 1/4 of Section 31, Township 5 North, Range 22 East
consisting of 19.8 Acres Rotation Code n/a Term 3 years Rental Payment \$ 2,534.40 per year

Parcel # 41A located in the SE 1/4 of Section 31, Township 5 North, Range 22 East
consisting of 8.7 Acres Rotation Code n/a Term 3 years Rental Payment \$ 1,026.60 per year

Parcel # 41B located in the SE 1/4 of Section 31, Township 5 North, Range 22 East
consisting of 2 Acres Rotation Code n/a Term 3 years Rental Payment \$ 216.00 per year

Parcel # 44 located in the SW 1/4 of Section 32, Township 5 North, Range 22 East
consisting of 16.5 Acres Rotation Code n/a Term 3 years Rental Payment \$ 2,112.00 per year

Parcel # 45 located in the SW 1/4 of Section 32, Township 5 North, Range 22 East
consisting of 3.3 Acres Rotation Code n/a Term 3 years Rental Payment \$ 356.40 per year

PARCEL #	ACREAGE	FARM #	TRACK #	DISTRICT #	LOCATION
41	19.8	1804	4676	9	West of 13 th St. East of 94 adjacent to Park land
41A	8.7	1804	4676	9	West of 13 th St. East of 94 adjacent to Park land
41B	2	1804	4676	9	West of 13 th St. East of 94 adjacent to Park land
44	16.5	1804	4676	9	East of 13 th St. due south of building complex
45	3.3	1804	4676	9	East of 13 th St. due south of building complex

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised in January 2020, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2022, and shall remain in effect through December 31, 2024, unless terminated per the provisions defined herein or by mutual agreement. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 3,122.70 due on or before April 1 and \$ 3,122.70 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

- 1. Conservation Plan:** Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"), if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NRCS.
- 2. Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
- 3. Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor upon request.
- 4. Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
- 5. Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
- 6. Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
- 7. Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
- 8. Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
- 9. Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or

those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.

10. Insurance: Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute

discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. County Rights of Access and Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties

performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

22. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

If to Lessor: Milwaukee County Parks
 Natural Areas Coordinator
 9480 Watertown Plank Road
 Wauwatosa, WI 53226
 (414) 257-6521

If to Lessee: James Roszina
 10510 S. 13th St.
 Oak Creek, WI 53154
 (414) 762-4661

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

23. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

James Roszina

by _____ Date _____
James Roszina

Approved with regards to County Ordinance Chapter 42:

by _____ Date _____
Community Business Development Partners

Approved as to form and independent status:

by _____ Date _____
Corporation Counsel

Reviewed by:

by _____ Date _____
Risk Management

Approved:

by _____ Date _____
County Executive Chris Abele

Approved per Sec. 59.255(2)(e), Stats.:

by _____ Date _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

by _____ Date _____
Corporation Counsel

AGRICULTURAL LEASE AGREEMENT**BETWEEN****MILWAUKEE COUNTY PARKS****AND****VINCENT SCHMIT**

This Lease is made and entered into January 1, 2022, by and between the MILWAUKEE COUNTY PARKS, a municipal body corporate, duly organized and existing under the laws of the State of Wisconsin (hereinafter called the "Lessor") and VINCENT SCHMIT (hereinafter called the "Lessee").

WITNESSETH, Lessor does hereby lease, demise, and let unto the Lessee, subject to the terms stated herein, the following described Leased Premises situated in the County of Milwaukee and State of Wisconsin, to-wit:

Parcel # 1 located in the NW 1/4 of Section 3, Township 8 North, Range 21 East

consisting of 17 Acres Rotation Code n/a Term 1 years Rental Payment \$ 2,125.00 per year

PARCEL #	ACREAGE	FARM #	TRACK #	DISTRICT #	LOCATION
1	17	2071	862	6	Southwest corner of County Line and 67 th St.

USE: This Lease is to allow the growing and harvesting of agricultural row-crops, vegetable crops and hay land located within Milwaukee County parkland while preserving the soils, water and other related natural resources consistent with the terms, conditions and payment schedules of this Lease, as well as with the provisions contained in the Agricultural Land Lease Policy as adopted by the Milwaukee County Board of Supervisors on September 29, 1994, and revised in January 2020, which are hereby incorporated herein by reference.

TERM: This Lease shall be effective beginning January 1, 2022, and shall remain in effect through December 31, 2022, unless terminated per the provisions defined herein or by mutual agreement; provided, however, that the parties may renew the Agreement for two (2) additional one (1)-year periods if agreeable to Lessor (each such period, an "Extension Term"). The Initial Term and Any Extension Terms then effectuated shall be referred to herein as the "Term." Lessee shall provide written notice to Lessor of its desire to enter into each Renewal Term at least two (2) months prior to the expiration of the then-current term. Lessor retains the sole right to determine the Lease length, its conditions or whether the Lease will be renewed. The evaluation for renewal of any lease may be based partially on the degree of compliance with the terms of the lease.

RENTAL PAYMENT SCHEDULE: Lessee shall provide rental payments to Lessor according to the following payment schedule for each year of the Lease term:

\$ 1,062.50 due on or before April 1 and \$ 1,062.50 due on or before November 30.

Lessor will not provide rental rate adjustments for crop failures due to extreme weather conditions. If renters wish to receive subsidies or payments to offset crop losses they should work with the United States Department of Agriculture ("USDA"), Farm Service Agency ("FSA"), Natural Resource Conservation Service ("NRCS"), or the University of Wisconsin Extension Service to identify any available programs or funding sources.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND THE LESSEE that:

- Conservation Plan:** Lessee shall be required to work with NRCS and Lessor to develop a Conservation Plan ("CP"),

if a CP does not already exist, for the parcel(s) of land listed above, the provisions of which are hereby made a part of this Lease and shall be complied with at all times by Lessee; failure by Lessee to so comply shall be considered a default under this Lease. The conservation plan describes and specifies a crop rotation schedule, tillage methods, nutrient and pest management, stream banks and other best management practices required to reduce soil loss, achieve water quality goals and protect the natural resource base. Any modifications to the CP during the term of the Lease shall require written approval by Lessor in consultation with NCRS.

2. **Crop Acreage Certification:** Lessee shall coordinate with FSA on crop acreage certification and submit said certification documentation to Lessor.
3. **Records:** Lessee shall maintain a log, listing information about all fertilizer and pesticide use on each of the leased parcels. These records shall be submitted to Lessor upon request.
4. **Waste Disposal:** Milwaukee County lands are not to be used to store or to dispose of full or empty fertilizer or pesticide containers or any unused fertilizer, pesticide or other waste or material of any kind.
5. **Notice of Planned Construction:** Lessee shall be notified of any utility construction or other activity that is proposed for any Milwaukee County parcel leased under this agreement. Compensation for any loss in use of the rented parcel will be determined on a case-by-case basis at the discretion of the Lessor.
6. **Access:** Milwaukee County employees, agents and representatives have the right to enter any Milwaukee County-owned parcel covered in this Lease at any time without any prior notice to Lessee.
7. **Compliance With Law:** Lessee shall obey, observe and comply with all rules, regulations, ordinances and laws, as adopted from time-to-time, which shall be applicable to the property, (including any improvements now or hereafter erected), and shall promptly comply with all orders, rules, rulings and directives of any governmental authority or agency having jurisdiction thereof.
8. **Utility Charges:** Lessee shall pay, in addition to all other sums required to be paid by it under the provisions of this Lease, all utility charges for the Leased Premises.
9. **Indemnification by Lessee:** Lessee agrees to protect and save Lessor harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws or ordinances, whether occasioned by Lessee or those holding under the Lessee. Lessee further agrees to protect, indemnify and save Lessor harmless from and against any and all claims, and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor, arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, and against any and all loss, damage expense, liabilities, demands and causes of action and any reasonable expenses (including attorney fees) incidental to the defense thereof by Lessor resulting from injury or death of persons or damage to property, including without limitation the person and property of Lessee, its agents, employees and invites, occurring on the Leased Premises or on the adjoining sidewalks, street, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the Leased Premises, or any part thereof, or any improvement now or hereafter located thereon by Lessee or any person holding under the Lessee. Lessee further agrees to indemnify and hold Lessor harmless against any and from all liabilities which may arise by virtue of environmental degradation of the Leased Premises or surrounding area caused by actions or omissions of the Lessee. Such indemnification and hold-harmless requirement applies to any damages governed by, but not limited to, the statutory law and case law of the State of Wisconsin and the United States government. Violation indicates violations of any rules or regulations of the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency. Liability is deemed to include responsibility for all remedial steps including liability for the costs of any court proceedings, necessitated by the environmental damage caused by Lessee. Liability shall also extend to any claims filed against Milwaukee County or to Lessee by third-parties alleging damages to such parties arising out of the actions of the Lessee.
10. **Insurance:** Lessee shall keep in effect, at its sole expense, a comprehensive general liability policy or policies

satisfactory to the Lessor covering the Leased Premises and providing coverage with combined single limits of \$1,000,000.00 for bodily injury and property damage. The County shall be afforded a thirty day (30) written notice of cancellation or non-renewal. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best Key Rating Guide. In the event Lessor reasonably anticipates that such coverage is inadequate, Lessee shall, upon the written request of Lessor, increase such insurance to amounts reasonably requested by Lessor. Such policy shall name the Lessor as an additional insured, and a copy of such policy, or a certificate thereof, shall be delivered to Lessor prior to the execution of this Lease for review and approval by Milwaukee County's Director of Risk Management.

11. Additions, Changes, Alterations and Demolition: Lessee shall not construct improvements upon the Leased Premises, demolish improvements upon Leased Premises, and/or make additions to or structural changes or alterations in and upon, any or all of such improvements, or other improvements upon the Leased Premises, without the written consent of the Lessor, which consent shall not be unreasonably withheld. Such work shall be performed in a good and workmanlike manner at the sole expense of the Lessee. Any wetlands or farmed wetlands on any Milwaukee County property shall not be graded, filled or drained in any way. Any surface or subsurface drainage alterations of any parcel included in this Lease shall be conducted only with the prior written permission of the Lessor. Any improvements or additions upon the Leased Premises at the expiration of this Lease shall be deemed part of the Leased Premises and shall be rendered to the Lessor in good condition and repair, reasonable wear and tear and damage by fire or other casualty not occurring through the neglect of the Lessee excepted. Removal, cutting or pruning of any trees or other woody vegetation on any Milwaukee County-owned land is prohibited unless conducted with the prior written permission of Lessor.

12. Mechanic or Construction Liens: Lessee shall not permit, create, incur or impose or cause or suffer others to permit, create incur or impose any lien or other obligation against the Leased Premises or the Lessor by reason of any work performed or materials furnished by, to or for the account of the Lessee, and the Lessee agrees to hold the Lessor harmless of and from any and all claims or demands by any contractor, subcontractor, material man, laborer or any other third person against the Leased Premises or the Lessor relating to or arising because of such work or materials.

13. Warranty of Quiet Possession: Lessor hereby warrants and covenants that it has good and marketable title to the Leased Premises and has full authority to execute this Lease, and further agrees that the Lessee, upon paying rent at the time and manner aforesaid, and performing and keeping all of the covenants and conditions of this Lease by it to be kept and performed, may have and shall quietly have, hold, and enjoy the Leased Premises during the term hereof.

14. Assignment and Subletting: Lessee shall not assign or sublease all or any interest in this Lease without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. Termination of Lease: This Lease shall terminate at the end of the term or earlier if by mutual agreement. The Lease may also be terminated at the option of the Lessor, for nonpayment of any rental amounts due by the dates specified, for noncompliance with any of the terms of this Lease or if the property is required for another use. If a parcel included in this agreement is required for a new use and will not be available for leasing for agricultural purposes during the term, compensation will be made on a case-by-case basis at the discretion of the Lessor.

16. Remedies: Rent payment shall be made as stated herein without delay. If payment is not received, Lessee shall have ten (10) days to make such payment or Lessor shall notify Lessee that the Lease has been terminated. Termination shall be effective on the date specified by the Lessor in its notice to the Lessee which date shall allow for any grace period specified in this Lease. Upon such termination, Lessor may reenter the Leased Premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and Lessor shall not be liable for damages or otherwise by reason of reentry or termination of the term of this Lease. Any crops remaining on the Leased Premises at the time notice of termination is given shall become the property of the Lessor.

No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

All rights and remedies of the Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law or equity, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of the Lessor to enforce any of its rights or remedies in connection with any default shall not be deemed a waiver of such default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date.

Any actions taken by the Lessor under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of the Lessee's interest under this Lease, or to repossess itself of the Leased Premises (whether through the medium of legal proceedings instituted for that purpose or otherwise), shall not, in any event, release or relieve the Lessee from its continuing obligations hereunder, including, without limitation, its continuing obligation to make all payments herein provided.

17. Abandonment of Lessee's Property: If, upon termination of this Lease (whether by lapse of time or otherwise), the Lessee fails to remove any property belonging to it, the same shall be deemed abandoned by the Lessee and shall become the property of Lessor.

18. Surrender at Termination: At the termination of this Lease for any reason, the Lessee shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon) to the Lessor, maintained as herein provided and free of any and all claims thereto by the Lessee or any party holding under the Lessee.

19. Successors and Assigns: Except as otherwise herein provided, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case maybe unless the Lessee violates the provisions hereof or Lessor determines, at its sole and absolute discretion, to cancel the Lease.

20. Consent of Lessor: Whenever the consent of the Lessor is required under this lease, such consent shall be obtained from the Lessor in writing at the address listed below.

21. County Rights of Access and Audit: The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

22. Notices: All notices with respect to this Lease shall be in writing. Except as otherwise expressly provided in this Lease, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

If to Lessor: Milwaukee County Parks
Natural Areas Coordinator
9480 Watertown Plank Road
Wauwatosa, WI 53226
(414) 257-6521

If to Lessee: Vincent Schmit
8013 W. Freistadt Rd.
Mequon, WI 53097
(262) 242-4421 / (414) 750-5966

Either party may designate a new address for purposes of this Lease by written notice to the other party. This Lease can be revised only by written mutual agreement by all Parties.

23. Acknowledgement: Lessee acknowledges that it has received a copy of (1) this Agricultural Lease Agreement; and (2) the Agricultural Land Lease Policy and has read the documents and fully understands the terms and conditions of each and that Lessee will comply with all the terms and conditions. Lessee further acknowledges that it has had sufficient time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:

Milwaukee County Parks

by _____ Date _____
Guy Smith, Executive Director

Vincent Schmit

by _____ Date _____
Vincent Schmit

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Approved for execution:

Reviewed by:

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Risk Management

Approved by:

Approved by:

By: _____ Date: _____
County Executive Chris Abele

By: _____ Date: _____
Comptroller Scott B. Manske

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel