

ATTN: Adam Tegen

3-27-2024

RE: Viebahn/Hecker Farmland, see Attached lease.

I would like to update the lease agreement for 2024, due to recent changes.

We believe there are approximately 46 acres of tillable farmland remaining after the area of the power poles installed in 2023 has been subtracted and the west parcel has been assigned new ownership.

Also because I had been informed I would not be able to farm the east parcel in 2024 due to developing plans, I did not complete fall tillage as planned or normally would have. Because of this there usually is a reduction in crop yield the following year. So I feel an adjustment in rental rate per acre would be appropriate. I am asking that for 2024 crop year the rate per acre be \$150.00 and if I can farm it beyond 2024 I would be glad to go back to \$200.00 per acre so long as I'm notified early enough to do fall tillage.

Also, one more note of updating the contract, (Really just page 1), is that I am required to provide a current contract to the Farm Service Agency (FSA) to be eligible for any federal crop programs and also for federal crop insurance.

I remain very interested in cropping this parcel in 2024 and beyond. I will continue with a nutrient management plan & soil testing. Working together I believe this parcel can remain productive, weed free and looking good until it is time for its next phase of usefulness.

Thank you
Dan Buck

AGRICULTURAL LAND LEASE

This Agricultural Land Lease (LEASE) is entered into by and between the City of Manitowoc, a municipal corporation with its offices located at 900 Quay Street, Manitowoc, WI 54220 (LESSOR) and Charmwood Farms, located at 8202 Brunner Road, Newton WI 53063 (LESSEE).

For and in consideration of the mutual agreements, covenants, promises, and obligations set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **LEASE LAND.** LESSOR hereby leases the following described land (PROPERTY), which is located in Manitowoc County, Wisconsin, to the LESSEE, subject to the terms and conditions of this LEASE:
Section 2, T18N, R23E, described as parcel numbers 052-802-102-000 and 052-802-103-000 which contain 16.0 farmable acres
2. **TERM AND TERMINATION.**
 - (a) The term of this LEASE is from midnight at the start of the day on April 1, 2021 through midnight at the end of the day on March 31, 2026.
 - (b) LESSOR may terminate this LEASE for cause immediately upon actual or constructive notice to LESSEE.
 - (c) This LEASE will be terminated if the land is sold or used for non-agricultural purposes at the City's discretion. If LESSOR accepts an offer from a third party to purchase all or any part of the PROPERTY, LESSOR may terminate this lease prior to the expiration of the term specified in paragraph 2(a) upon 90 days written notice to LESSEE. If LESSOR terminates the LEASE pursuant to this provision, LESSOR will refund LESSEE's rent for the current lease year and any reasonable expenses actually paid by LESSEE during the current lease year that are directly related to raising and harvesting crops on the PROPERTY during the current lease year, offset by any revenue that LESSEE has received or will receive from raising and harvesting crops on the PROPERTY during the current lease year.
 - (d) LESSEE shall make its best effort to inform the LESSOR by August 1 that the LESSEE will have the ability to plant and harvest the field the following growing season.
 - (e) This LEASE may be terminated at any time by mutual agreement of the parties.
3. **RENT.**
 - (a) LESSEE agrees to pay annual rent of \$1500 per farmable acre for a total of \$6900.00 annually.
 - (b) LESSEE will make rent payments to the City of Manitowoc subject to the following schedule:

April 1, 2024: \$6900.00 for the 2024 growing season;