

AGRICULTURE USE AND OCCUPANCY AGREEMENT

Wisconsin Department of Transportation
RE1014 04/2015

This agreement between the **State of Wisconsin, Department of Transportation**, LESSOR and, _____ LESSEE, constitutes a granting of the right of use and occupancy of the following described lands in _____ County for **agricultural purposes**. The right of occupancy and use of said lands by the LESSEE, shall, be subject to the terms and conditions set out below.

The lands included in this agreement are described as follows:

The right of occupancy of the LESSEE is to be from _____ until _____, subject to the following rights of the LESSOR and contingent upon the proper performance of the following obligations of the LESSEE:

1. LESSEE agrees to pay a leased amount of _____ per acre for _____ acres more or less, for a total of \$ _____ payable in advance to: "**Wisconsin Department of Transportation**" and to be delivered to:
2. LESSOR shall have the right to enter upon the property for the purpose of reasonable inspection of the property during the entire term of occupancy. LESSOR shall have the right to do soil testing and survey work as may be necessary for proposed highway projects. LESSOR reserves the right to access premises for the purposes needed to proceed with the sales of the premises. Should crop damage occur, LESSEE shall be eligible for reimbursement of crop damages.
3. The leased premises shall be used exclusively for agricultural purposes only. No recreational activities are allowed: including but not limited to hunting, trapping, snowmobiling, all terrain vehicles etc.
4. No, buildings, structures, or land improvements of any kind are to be erected or dismantled without prior written agreement of the LESSOR.
5. No soil shall be either deposited upon or removed from the premises without written permission of the LESSOR.
6. The premises shall be kept clear of all noxious weeds by LESSEE.
7. No timber of any kind is to be removed without prior written approval of the LESSOR.
8. The right of use and occupancy shall not include the right to rent or sublease or permit any use and occupancy by a third party.
9. No signs, displays, or billboards of any type shall be erected on or over the leased premises.
10. LESSEE agrees to pay all claims against themselves or the property which may arise as a result of their use and occupancy and agrees to save harmless the OWNER from claims as may arise from said use and occupancy.

11. LESSEE shall obtain or maintain Personal property and liability insurance, and protecting the LESSOR, it's officials, officers, agents and employees and assigns, from any and all claims for personal injuries or death or property damage which may arise from the LESSEE's (or their employees or contractor's) use and occupancy of the property, LESSEE shall list the State of Wisconsin, Department of Transportation as an insured party on the policy. A copy of said policy is required to be delivered to the Department of Transportation.
12. LESSEE shall bear all responsibility for the legal and proper removal of any environmental contaminants, which may exist due to the LESSEE'S use and occupancy.
13. LESSEE shall at no expense to the LESSOR keep and maintain the premises free from all debris and flammable materials of every description, and keep at all times in an orderly, clean, safe and sanitary condition.
14. LESSEE agrees to peaceable return of the rented lands to the LESSOR at the end of the term as stated above.
15. Failure of the LESSEE to comply with any of the terms of this agreement shall constitute a default. At any time after a default, the LESSOR may at its option, terminate this agreement.

Mutual Agreement:

It is understood that for the considerations above, LESSEE has read the above lease and agrees to accept the terms and conditions contained herein.

Signature

Date

Signature

Date

The above agreement is hereby accepted by the Department of Transportation.

Signature

Date