

FARM LEASE

THIS LEASE AGREEMENT made this 21st day of July, 1998, by and between Iowa County, a municipal corporation of Iowa County, Wisconsin (hereinafter "LESSOR"), and Iowa County Recreation and Prairie Restoration, Ltd., a Wisconsin nonstock, not-for-profit corporation (hereinafter "LESSEE"),

WITNESSETH:

1. CONSIDERATION, DESCRIPTION AND PURPOSE. That the LESSOR in consideration of the rents and agreements hereinafter set forth, does hereby lease to the said LESSEE for the remainder of the calendar year 1998, for the purpose of the planting of prairie grasses and plants and multiple recreational uses, the following real estate situated in Iowa County, Wisconsin - 472.4 acres, more or less, as labeled on the map attached hereto (Exhibit "A") as Field Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 4A, and for the calendar years 1999 through 2002, inclusive, the following real estate situated in Iowa County, Wisconsin - 273.8 acres, more or less, as labeled on the map attached hereto (Exhibit "A") as Field Numbers 9, 10, 11 and 4A.

2. LEASE PAYMENTS. The LESSEE agrees to rent from the LESSOR the above-described premises and to pay the LESSOR as rent therefor during the term of this lease, annual rent of \$35 per acre. For 1998 the total annual rent is calculated by multiplying the approximate 472.4 acres times \$35 and for 1999 - 2002 the total annual rent is calculated by multiplying of the approximate 273.8 acres times \$35. For 1998 the total annual rent is payable on November 1, 1998. Thereafter, the total annual rent is payable in equal semiannual payments payable on April 1st and November 1st of each and every year of this lease.

3. PASTURE LEASE. It is understood that LESSOR will receive all rentals paid by Mike West for that portion of the described premises (68 acres, more or less), which is leased to Mike West for pasture land and that such lease may continue and that LESSEE claims no interest in said leased land.

4. USE OF PREMISES. It is understood that LESSEE is to use the premises covered by this lease for the purpose of planting prairie grasses and plants, harvesting seeds and for compatible multiple recreational uses. LESSEE shall be responsible for LESSOR's fencing obligations and the cutting of thistles, burdock and weeds on the 273.8 acres described in Paragraph 1, above.

5. OPTION TO RENEW. This lease may be renewed for an additional five-year term (January 1, 2003 through December 31, 2007) on the same terms and conditions as contained herein or upon modified terms and conditions as agreed to by both Lessee and Lessor. If either Lessee or Lessor desires to exercise its option to renew it will notify the other by six (6) months' prior written notice. The option to renew will take effect only upon the consent of the party receiving said prior written notice. The party receiving notice must indicate its consent to the option to renew in writing to the other party within sixty (60) days of receipt of said six month prior written notice.

6. SURRENDER OF PREMISES. The LESSEE agrees and covenants that, at the termination of this lease, it will quietly and promptly surrender said premises to the LESSOR in as good condition and repair as when taken by LESSEE, reasonable wear and tear and damage by the elements alone excepted.

7. BREACH OF CONDITIONS. It is agreed and covenanted by and between the parties hereto that in case the LESSEE fails promptly to make the stated payments of rent, or fails to keep any of covenants, agreements, terms and conditions of this lease, the LESSOR shall have the right to re-enter and take possession of said premises, and hold, enjoy, and re-rent the same.

8. POSSESSION. The LESSOR agrees and covenants that said LESSEE on paying the rent in the manner and form herein provided, and performing the covenants, agreements, conditions and terms aforesaid, shall quietly and peacefully have, hold and enjoy said leased premises for the term aforesaid.

9. RIGHT TO ENTER. The LESSOR reserves the right to enter upon the land and premises at all reasonable times for the purpose of inspection and making such repairs and improvements as LESSOR shall deem advisable.

10. ASSIGNMENT OF CONTRACT. This contract shall not be assignable nor any part of the premises sublet by the LESSEE without the written consent of the LESSOR.

11. INDEMNITY. LESSEE shall indemnify and save LESSOR harmless from any and all losses and damages to any person or property resulting from the acts or omissions of LESSEE, its employees, agents, representatives, licensees, or persons on the premises with LESSEE's express consent.

12. MISCELLANEOUS.

(a) Notices. Whenever in this lease it shall be required or permitted that notice be given by any party hereto to the other, such notice shall be given by personal delivery or by certified or registered mail, and any notice so sent shall be deemed to have been given on

the date that the same is deposited in the United States mail, postage prepared. Notices shall be addressed to the LESSOR at:

Iowa County Clerk
Iowa County Courthouse
Dodgeville, WI 53533

and to LESSEE at address below, or at such other address as either party may from time to time specify in writing in lieu thereof:

David Ladd, President
Iowa County Recreation and
Prairie Restoration, Ltd.
1409 State Road 23
Dodgeville, WI 53533-2112

(b) Holding Over. If LESSEE, with the written consent or acquiescence of LESSOR, remains in possession of the premises after the termination of this lease and without the execution of a new lease, LESSEE shall be deemed to be occupying the premises as a tenant from month-to-month, subject to all applicable terms, conditions and covenants of this lease.

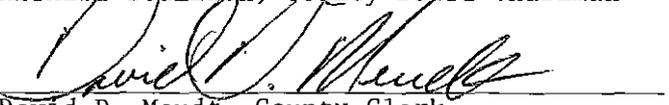
13. AMPA TRANSITION PAYMENT. It is understood that LESSEE has applied to FSA for the AMPA Transition Payment and that LESSEE may cancel this lease, without obligation to LESSOR, by written notice to LESSOR in the event said application is not approved.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the date and year first above written.

IOWA COUNTY

By:


Richard Scullion, County Board Chariman


David D. Meudt, County Clerk

