

River Valley School District
AGRICULTURAL LAND LEASE

I. Property Description

The River Valley School District hereby leases to Gilbertson Farms (the "Operator"), for the purposes described herein, the following described property:

Approximately 29 acres of land located in the County of Sauk in the Town of Spring Green (Section 12 – T08 R03); an agricultural field west of River Valley High School and River Valley Elementary School.

II. General Terms of Lease

- A. Time period covered. The provisions of this Lease shall be in effect commencing on January 1, 2024, and terminating on December 31, 2024.
- B. Amendments and alterations. Amendments and alterations to this Lease shall be in writing and shall be signed by both School District and Operator.
- C. No partnership intended. It is particularly understood and agreed that this Lease shall not be deemed to be, nor intended to give rise to, a partnership relation a joint venture or any similar joint enterprise.
- D. Transfer of property. If the district should sell or otherwise transfer title of all or part of land, such action will be done subject to the provisions of this Lease.
- E. No right to sublease. The River Valley School District does not convey to the Operator the right to lease or sublease any part of the farm or to assign this Lease to any person or persons whomsoever.
- F. Binding on heirs. The provisions of this Lease shall be binding upon the heirs, executors, assigns, administrators, and successors of both the District and Operator in like manner as upon the original parties, except as provided by mutual written agreement.
- G. Not to obligate other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.
- H. Non-Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Lease shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be continuous unless expressly stated nor shall it be a waiver of any breach of any other terms or conditions of this Lease.

III. Land Use

- A. General provisions. The land described in Section I may only be used as described in Section IIIB.
- B. Restrictions: The leased property can only be used for planting and harvesting of crops.
- C. The Operator shall adhere to sustainable conservation practices in planting and rotating crops.

IV. Amount and Payment of Rent

The rent for the 29 acre parcel shall be \$250.00. This cost is meant to cover the school district's liability insurance required.

All proceeds attained from the harvest of the crops from the land utilized in this agreement will be subject to school finance regulations, yet carefully directed back to an account specifically created for scholarships for the River Valley High School agriculture department.

V. Operation and Maintenance of Land

In order to operate the land efficiently and to maintain it in a high state of productivity, the Operator agrees as follows:

- A. Not to store or house any vehicles on the land, and not to operate any vehicles except implements of husbandry and Agricultural Commercial Motor Vehicles necessary for agricultural operations on the land.
- B. To use diligence to prevent noxious weeds from going to seed and to use treatment of the noxious weed infestation and pay cost thereof.
- C. Not to erect or permit to be erected on the land any structure or buildings.
- D. To control soil erosion according to an approved conservation plan; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways.
- E. To pay all costs of operation including all crop inputs and harvesting.
- F. To provide to the district, prior to the use of the land, proof of farm liability insurance via a Certificate of Insurance. Insurance shall, at a minimum, cover property damage and bodily injury.
- G. All Operators will complete a Confidentiality Agreement/Disclosure Statement as stated in River Valley District Policy 861 which will include a background check and a confidentiality commitment.

VI. Termination

- A. Termination upon default. If Operator either fails to carry out substantially the terms of this Lease in due and proper time or otherwise materially breaches the terms and conditions of this Lease, the Lease may be terminated by the District by serving a written notice citing the instance(s) of default and specifying a termination date of 30 days from the date of such notice.

Operator



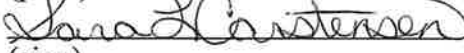
(sign)

Dennis Gilbertson, Operator
(print)

River Valley School District

(sign)

_____, Board President
(print)



(sign)

Sara L. Carstensen, Board Clerk
(print)