

# AGRICULTURE USE AND OCCUPANCY AGREEMENT

Wisconsin Department of Transportation  
RE1014 01/2018

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 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:
  - a.
  - b.
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, 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 that may arise because of their use and occupancy and agrees to hold 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 that 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 that 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. The LESSEE for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
  - a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this deed for the purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the GRANTEE will maintain and operate such

Project ID

County

Parcel #

facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

b) In the event of breach of any of the above non-discrimination covenants, the Wisconsin Department of Transportation will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

15. LESSEE agrees to peaceable return of the rented lands to the LESSOR at the end of the term as stated above.

16. 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 Wisconsin Department of Transportation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date