County Land Use Crop Permit

This permit, made this _____ day of ______, 2019 by and between the County of Dane (COUNTY) and LaMoine Haefer (PERMITTEE), to plant crops on the approximately 69.15 acres indicated on the attached aerial photo of county-owned lands in the Town of Cottage Grove, Dane County, Wisconsin.

This permit is for the sole purpose of planting and harvesting corn and hay on lands near the Rodefeld Landfill in order to prevent COUNTY'S land from over-growing in undesirable weeds.

This permit shall be in effect for one (1) year, commencing March 1, 2019 and terminating February 29, 2020 for mutual benefit and at no cost to the PERMITTEE.

It is understood by COUNTY and PERMITTEE that this permit is subject to the following conditions:

1. PERMITTEE shall conduct the permitted activity for the sole purpose set forth above.

2. COUNTY may terminate this permit by written notice if the continued use of the property by PERMITTEE will interfere with present or future management objectives of COUNTY for the above described area or PERMITTEE breaches any term or condition contained in this permit. Termination shall be on February 29, 2020 under any circumstances.

3. Throughout the term of this permit, PERMITTEE shall develop and maintain a conservation plan approved by the Dane County Land Conservation Office and shall obtain and follow a nutrient management plan developed according to the USDA Natural Resource Conservation Service standards and specifications. PERMITTEE shall provide COUNTY a copy of the conservation and nutrient management plans, as they may be amended, prior to planting. All planting shall be continuous no till, as that term is defined by the Land Conservation Office, unless that office agrees in writing that another practice may be followed. Spreading manure on snow-covered or frozen ground is prohibited. PERMITTEE may not apply phosphorus-containing fertilizers unless no other ground cover options are appropriate and soil tests demonstrate a phosphorus deficiency according to standards established by the University of Wisconsin-Extension for the plants being cropped.

4. Neither this permit nor any right or duty in whole or in part by PERMITTEE under this permit may be assigned, delegated or subcontracted without the written consent of COUNTY.

5. PERMITTEE shall not install, affix or maintain any structure or other personal property on the subject property without COUNTY'S written consent.

6. PERMITTEE shall at all times during the term of the permit indemnify and hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur, or be required to pay by reason of PERMITTEE's use of COUNTY's property under this permit, provided however, that the provisions of this paragraph shall not apply to liabilities, losses, charges or expenses caused by or resulting from the acts or omissions of COUNTY.

COUNTY

BY:		Date:, 2	019
	John Welch, Director, Department of Waste and Renewables		
PERM	AITTEE		
BY: _		Date:, 2	019
	LaMoine Haefer		

