

TO: Honorable Mayor and City Council

FROM: City Administrator Ron Johnson

SUBJECT: Approve Cropland Lease for City-Owned Land

DATE: November 13, 2015

BACKGROUND

The city has rented cropland to James Slininger for a number of years. The existing agreement that continues through December 31, 2015 is a 1-year agreement. This proposed agreement is for a three-year term. When this one year lease was approved, it was also noted that Mr. Slininger and I would be discussing a longer lease upon renewal.

REQUESTED COUNCIL ACTION

Approve a motion approving a three-year farm lease with James Slininger on a part of parcel 52.560.0010.

Attachment(s): Proposed lease

FARM LEASE

LEASE made this 17th day of November, 2015, by and between the **CITY OF CANNON FALLS**, a Minnesota Municipal Corporation ("Landlord"), and **James Slininger** ("Tenant").

IN CONSIDERATION OF THE MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

1. **Property.** The Landlord leases to the Tenant and the Tenant rents from the Landlord the following described property to be used for farming purposes only as provided herein:

Part of Parcel ID: 52-560-0010
Areas Outlined on Attached Map

2. **Term.** This Lease shall commence when it has been fully executed by both parties and continue until December 31, 2018.

3. **Rent.** Tenant shall pay to the Landlord rent of two hundred dollars (\$200.00) per year payable on January 1 of each year.

Landlord and Tenant agree that the acreage is +/- 7 acres.

4. **Operation.** Tenant shall use extreme care in tilling, cultivating, spraying and harvesting the Subject Property to prevent dust and chemical spray from drifting toward existing buildings in the area. The Landlord reserves the right to restrict Tenant's activities based upon wind conditions and other factors in order to mitigate the impact of farming activities on tenants in nearby buildings.

5. **Entering by Landlord.** The Landlord and any prospective purchaser of the Subject Property shall have the right to enter the Subject Property at any time for the purpose of inspecting and making improvements.

6. Assignment and Subletting. Tenant may not assign this Lease nor sublet any part of the Subject Property.

7. Surrender of Possession and Holding Over. At the termination of the term and upon re-entry by Landlord as herein provided, Tenant will peaceably surrender possession of the Subject Property to the Landlord. If the Tenant remains in possession after expiration of the term or after re-entry, it shall not be construed as a renewal of this Lease, and that, in such case, he will surrender possession to the Landlord upon demand.

8. Removal of Acreage. The Landlord reserves the right to remove acreage from this Farm Lease, upon thirty (30) days written notice to Tenant. If a mature crop cannot be harvested prior to such termination under this paragraph, the Landlord will be compensated for the documented loss of seed, fertilizer or crop because of removal of acreage from this Farm Lease.

9. Insurance. Tenant shall procure and maintain general liability insurance against all claims for injuries and damages occurring on the Subject Property, such insurance to be in amounts approved by Landlord. Such insurance shall name Landlord as additional insured and shall contain a provision that Landlord will be notified in writing thirty (30) days prior to any proposal policy cancellation.

10. Indemnification. Tenant shall indemnify and hold Landlord harmless against any liability, loss, costs, damages or claims, including reasonable attorney's fees which Landlord may sustain arising out of Tenant's use of the Subject Property.

11. Entire Agreement/Modifications. This instrument covers all agreements and understandings between Landlord and Tenant with respect to

the Subject Property. Any modifications to this Agreement shall be made in writing and signed by both parties.

LANDLORD:

CITY OF CANNON FALLS

By: _____
Lyman M. Robinson, Mayor

By: _____
Ronald S. Johnson, City Administrator

TENANT:

By: _____
James Slininger

STATE OF MINNESOTA)) ss.
COUNTY OF GOODHUE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Lyman M. Robinson and Ronald S. Johnson, the Mayor and City Administrator **THE CITY OF CANNON FALLS**, a public body corporate and politic, on behalf of said entity and pursuant to the authority granted by said entity, as Landlord.

Notary Public

STATE OF MINNESOTA)) ss.
COUNTY OF _____)

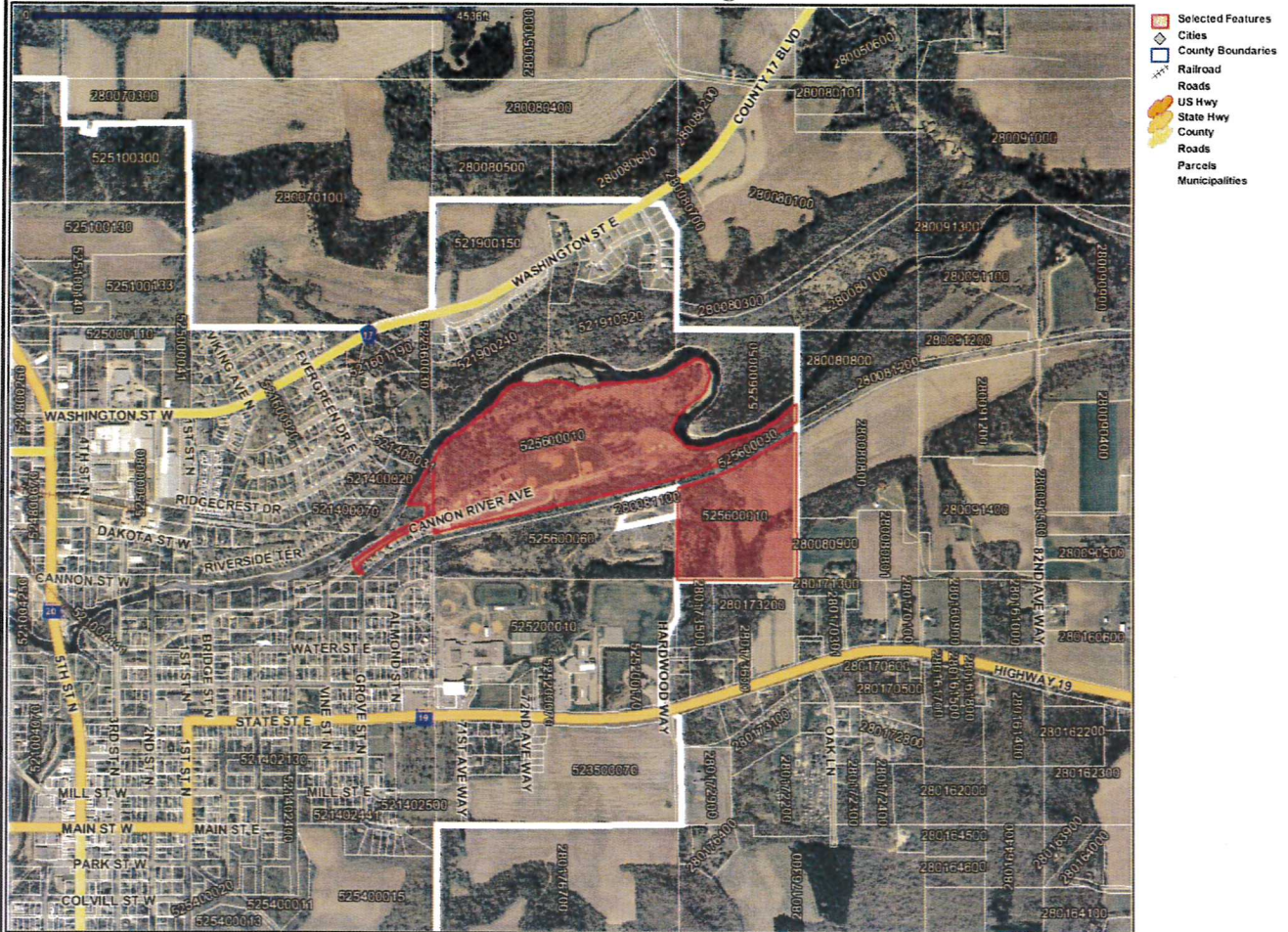
The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by **James Slininger**.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

CAMPBELL, KNUTSON, SCOTT & FUCHS, P.A.
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1380 Corporate Center Curve
Eagan, MN 55121
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JRW

Jim Slininger



This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. Created From Goodhue County Online Mapping Site. Sources: Goodhue County, MN. Map Created: 1/16/2015