



## Legislation Text

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**File #:** 22117, **Version:** 1

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### **Fiscal Note**

Anticipated income in the year 2011 of \$2,366 will be deposited into Account No. GN01- 78220.

### **Title**

Authorizing the Mayor and City Clerk to execute a lease for farming purposes with Joshua Miller for approximately 24 acres within Door Creek Park.

### **Body**

WHEREAS, portions of the City's Door Creek Park are currently undeveloped and available for farming purposes; and

WHEREAS, the property has been farmed since 2006 under a lease agreement with Dennis Acker, but Mr. Acker has opted to not renew his lease; and

WHEREAS, Joshua Miller is currently leasing and farming adjacent land owned by Dane County and is interested in farming the City's property; and

WHEREAS, the terms of a lease have been negotiated between Joshua Miller, Parks Division staff and the Office of Real Estate Services.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute a lease for farming purposes ("Lease") with Joshua Miller (the "Lessee") allowing for the use of five (5) tracts of land within Door Creek Park, comprising approximately 24 acres, as described below and depicted on attached Exhibit A (collectively, the "Leased Premises"), subject to the following terms and conditions:

1. The term of the Lease shall commence as of May 22, 2011 and expire on December 31, 2011.
2. The Lessee shall pay the City of Madison ("City") annual rent of \$2,366.
3. The Lease may be renewed for subsequent one-year terms upon the agreement of the parties as to the terms of the renewal.
4. Atrazine or any herbicide that lists atrazine as an active ingredient shall not be applied upon the Leased Premises.
5. The Lessee shall not hunt upon the Leased Premises and shall ensure that the Leased Premises are not used for hunting purposes.
6. The Lessee shall be responsible for all utilities furnished to the Leased Premises, including water and storm water charges.
7. Prior to the end of the Lease term, the Lessee shall, at the City's request, prepare certain portions of the Leased Premises for prairie seeding to be performed by the City. Such preparation will involve disk tilling and secondary tilling by the Lessee to prepare a firm, level seed bed for the City's use.
8. The Lessee shall be liable to and agree to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and

attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessee or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in or related to the performance of this Lease, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees. Additionally, the Lessee shall carry farm general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured. As evidence of this coverage, the Lessee shall furnish to the City a certificate of insurance on a form provided by the City.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute any and all additional documents that may be required to complete this transaction.

Legal Description of the Leased Premises:

Southwest Farming Area - 2.8 acres:

That area, as generally outlined on Exhibit A, being located within the following described parcel:

Lot 1, Certified Survey Map No. 4845, Town of Blooming Grove, Dane County, Wisconsin;  
AND  
Outlots 2 and 3, Certified Survey Map No. 9735, City of Madison, Dane County, Wisconsin.

Tax Parcel No.: 008-0710-121-8510-6 and 251-0710-014-0204-3

Southeast Farming Area - 2.9 acres:

That area, as generally outlined on Exhibit A, being located within the following described parcel:

Lot 1, Certified Survey Map No. 4845, Town of Blooming Grove, Dane County, Wisconsin.

Tax Parcel No.: 008-0710-121-8510-6

West Farming Area - 5.8 acres:

That area, as generally outlined on Exhibit A, being located within the following described parcel:

Lot 1, Certified Survey Map No. 4845, Town of Blooming Grove, Dane County, Wisconsin;  
AND  
Outlots 2 and 3, Certified Survey Map No. 9735, City of Madison, Dane County, Wisconsin.

Tax Parcel Nos.: 008-0710-121-8510-6 and 251-0710-014-0204-3

East Farming Area - 6.7 acres:

That area, as generally outlined on Exhibit A, being located within the following described parcel:

Lot 1, Certified Survey Map No. 4845, Town of Blooming Grove, Dane County, Wisconsin.

Tax Parcel No.: 008-0710-121-8510-6

North Farming Area - 5.8 acres:

That area, as generally outlined on Exhibit A, being located within the following described parcel:

Outlot 11, Reston Heights and Outlot 31, Second Addition to Reston Heights, City of Madison, Dane County, Wisconsin.

Tax Parcel No.: 251-0710-014-0202-4

The Leased Premises are depicted on attached Exhibit A.