

**CITY COUNCIL MEETING**

**AGENDA ITEM IV**



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT

May 6, 2013 City Council Meeting

**Subject: Approval of Annual Agricultural Real Estate Lease,  
Tax Map 123, Lot 403, with Mr. Daniel L. Fife**

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***Motion: "I move that the Franklin City Council approves Agricultural Real Estate Lease with Mr. Daniel L. Fife for the 34 acres City owned property located off River Street, identified as Tax Map 123, Lot 403, and authorize City Manager Dragon to duly execute the lease on behalf of the City."***

Attachment: One Year Lease Agreement

## AGRICULTURAL REAL ESTATE LEASE

City of Franklin  
And  
Daniel L. Fife

**LEASE AGREEMENT** made this the \_\_\_\_ day of May, 2013, by and between the City of Franklin, New Hampshire, a municipal corporation located in the County of Merrimack, hereinafter referred to as the Lessor, and Daniel L. Fife of 925 South Main Street, Franklin, County of Merrimack and State of New Hampshire, hereinafter referred to as the Lessee.

**PREMISES:** The parties agree that the Lessor shall lease to the Lessee a certain parcel of land located within the City of Franklin, and owned by the Lessor, containing approximately 34 acres and located off River Street. Said parcel is more specifically identified on the Franklin Tax Map as Parcel #123-403-00.

**CONSIDERATION:** Consideration for this rental shall be in conformance with RSA 72:23 and any amendments thereto. Annual payments shall be equivalent to \$25.00 per acre.

**LEASE TERM:** This lease shall be for a period of one year subject to cancellation as described herein. However, it is hereby understood and agreed by the parties that the Lessee shall have the use and enjoyment of the premises only from the period of May 1 through November 1 in any year of the lease. For the remaining six months of any year, the property shall be subject to the use and occupancy of the Lessor.

**PURPOSES:** It is understood and agreed that the leased premises are to be used solely for agricultural purposes. Any other use of the premises shall be approved by the Lessor prior to such a use being established by the Lessee. The Lessee may not sublet any portion of the premises or assign his responsibilities or rights under this lease agreement to any other party without the written consent of the Lessor.

**CANCELLATION:** Either party may cancel this agreement upon 60 days notice to the other. However, in the event that the Lessor exercises its option to cancel this agreement during the months of May, June, July, August, September or October of any year, then the Lessor shall allow the Lessee the right to enter upon the leased premises, care for and harvest any crops which have been planted prior to receipt of notice of cancellation. Cancellation notice by any party shall be in writing, certified mail with return receipt requested.

**LIABILITY:** The Lessee agrees to hold the Lessor harmless for any injury, loss or occurrence to any party that arises or is in any way connected with the Lessee's use of the premises. Lessee shall, upon request of the City Manager, provide the City with proof of insurance in an adequate amount to protect the City's interest in this

**LIABILITY continued:** regard. Lessee shall not be required to have insurance coverage of higher face amounts than that carried by Lessor. However, in the event of claims which exceed Lessee's coverage, any overage payment shall be borne by the Lessee.

**MERGER:** All agreements and representations made by the parties are contained herein and, unless specifically enumerated in this document shall not form a part of this agreement.

**AMENDMENT:** Any amendment to this agreement shall be in writing executed by the parties.

**SEVERABILITY:** Should any clause, sentence or paragraph of this document be found void, illegal or of no effect, the remainder of the document shall not be affected by such a finding and shall remain in full force and effect.

**APPLICABLE LAW:** The parties agree that this contract shall be construed under the laws of the State of New Hampshire. Should any future statutory amendments or court decisions revise the applicable law with regard to the lease of municipal property, such provisions shall be incorporated into this agreement to the highest degree possible.

\_\_\_\_\_  
Witness

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Elizabeth Dragon, City Manager  
City of Franklin, Duly Authorized

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Witness

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Daniel L. Fife