

**Memorandum  
Department**

**To:** Thomas Thomas, City Manager  
**Subject:** Farm Lease – Big Island Property  
**Date:** February 23, 2014



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The property the City purchased from Riverstone on Big Island has been farmed for some time by James E. Coyne. Mr. Coyne wishes to renew the farm lease with the City. The lease allows the property to stay in productive use as the City proceeds with its intended plan of developing the property. The lease will not impact any timing of the development. Mr. Coyne is also responsible for properly maintaining the property. This includes mowing non-farmed areas and keeping debris from the property. The City will retain access rights for any needed testing or engineering. Mr. Coyne has been very good to work with and understands the Cities ultimate goal for the property.

**RECOMMENDATION:**

The CED Departments recommends the City Council Approve the lease agreement with Mr. Coyne and authorize the City Manager to execute the lease.

**Submitted by:** Jeffery A. Eder, Assistant City Manager, CED Director

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**Approved by:** Thomas Thomas, City Manager

## CASH FARM LEASE

DATE AND NAMES OF PARTIES. This lease is entered into on \_\_\_\_\_, between City of Rock Island Lessor(s), at (address) 1528 Third Avenue, Rock Island, IL 61201 and James E. Coyne, Lessee(s), at 14012 13 Street, Milan, IL.

**The parties to this lease agree to the following provisions.**

**Description of land.**

The lessor rents and leases to the lessee, to occupy and to use for agricultural purpose only, the following real estate located in the County of Rock Island and the State of Illinois, described as follows;

**Riverstone Land** - Commonly known as the Big Island farm and consisting of approximately 80 acres, together with all buildings and improvements.

**Length of Tenure.** The term of this lease shall be from 3/01/15, to 3/01/16 and the lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least 3 months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

**Amendments and alterations** to this lease may be made in writing in the space provided at the end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

1. The lessee agrees to pay the Lessor annual cash rent for the above described farm in the amount determined by the following method.
  - a. The annual cash rent shall be the sum of \$7020 (see note at bottom). This represents 80 acres of cropland at \$87.75 per acre.
  - b. The cash rent shall be paid in full at the time of expiration of the lease, 03/01/15.
2. The lessee is entitled to 100% of any government payment, if the farm is applicable.
3. If at any time during the term of this lease, the crop is destroyed due to expansion of a right of way, buildings, or access to timberland, the Lessor will reimburse the Lessee for all expenses incurred, and lost revenue using production average and a price of commodity at time of loss.
4. Lessee is required to submit a Certificate of insurance to the City of Rock Island in the amount of \$1,000,000.00 Umbrella Liability Protection.

**Lessee's duties in operating farm**

1. Farm the property in a net and proper manner.
2. Comply with all pollution control standards.
3. Allow pathway for any needed engineering testing to be completed for proposed levee modifications.
4. Stay at least 10 ft from the levee or farther as property owner directs.

**Lessor duties in term of lease**

1. Notify farmer of any engineering testing.

City of Rock Island

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Thomas Thomas  
City Manager

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James E. Coyne