

YEAR 2018-19 FARM RENT PROPOSAL

Whiteside County, an Illinois Municipal Corporation, 200 E. Knox Street, Morrison, IL 61270 (hereinafter referred to as "Landlord"), proposes to rent to the undersigned (hereinafter referred to as "Tenant"), for agricultural purposes only, portions of the Whiteside County Farm (hereinafter referred to as "Premises").

The limits of the premises are those depicted on the location map attached hereto. The premise consists of 51.20 acres tillable (Parcel 1) shown on the attached map.

1. TERM

The term of this proposal shall commence upon award by the Whiteside County Board at their November 21, 2017 meeting and expire on November 1, 2019.

2. RENT

The tenant shall pay the landlord cash rent equal one half (1/2) the total yearly amount on April 1 each year of the Lease Agreement, and one half (1/2) the total yearly amount on or before November 1 each year of the Lease Agreement. In the event the tenant wishes to remove the crops prior to November 1, each year of the Lease Agreement, the balance of the rent is due before any crops are removed from the premises.

Checks for the above amounts shall be made payable to the Whiteside County Treasurer and noted as "**2018-19 Farm Rent**". The checks shall be delivered to the Whiteside County Highway Department, 18819 Lincoln Road, Morrison, IL 61270.

3. TENANT'S DUTIES IN OPERATING FARM

Tenant further agrees to perform and carry out the stipulations below, provided tenant's obligations shall apply only to the portion of the premises rented by tenant during the term, except:

Any damage done to the bituminous surfaced roadways, adjacent to the premises, fault of the tenant, or those in his employ, will be repaired at the tenant's expense.

A. Activities Required:

1. To furnish all equipment, fuel, labor, seed and fertilizers necessary to operate the premises in a timely, thorough and businesslike manner so as to maintain the value of the premises of cropland, and to plant legal crops only.
2. To have soil tests conducted yearly, which will indicate fertility of the soil prior to spring cultivation and submit copies of said tests to the Whiteside County Highway Department by June 1 of each year, with costs of said test borne by the tenant.
3. To apply nutrients to the premises in amounts required to grow a crop of the tenant's choice. Said nutrient amounts shall be submitted to the Whiteside County Highway Department.
4. To keep the premises free from noxious weeds and keep other weeds and grasses cut. Fence rows may be sprayed.
5. To keep open ditches, tile drains, tile outlets and grass waterways in good repair, and refrain from any operation which will injure them.
6. To keep fences (including hedges) and other improvements on the premises in as good repair and condition as they are when he takes possession.
7. To keep the premises neat and orderly, and not to commit waste on the premises or permit others to do so.
8. To maintain, at his own expense, crop hail insurance, in the event of a loss, the proceeds of such insurance shall be applied first to the payment of the amount due to the County hereunder, and any balance shall be payable to the operator. A copy of this policy SHALL be provided to the Whiteside County Highway Department yearly. If the tenant does not provide a copy to the landlord by June 1 of each year, the landlord reserves the right to obtain

insurance and bill the tenant for the cost of any policy deemed necessary.

B. Activities Restricted

1. The tenant further agrees, unless he shall first have obtained the written consent of the landlord:
 - (a) Not to sublet any part of the premises;
 - (b) Not to permit, encourage, or invite other persons to use any part or all of the premises for any purpose or activity not directly related to its use for agricultural production, and not to hunt or allow hunting or discharging of fire arms on or about the premises;
 - (c) Not to cut live trees;
 - (d) Not to remove crop residue (forage, etc.)

4. ADDITIONAL AGREEMENTS

A. Landlord's Lien for Rent and Performance

The landlord's lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the tenant shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney fees of the landlord in enforcing collection or performance shall be added to and become a part of the obligation payable by the tenant hereunder.

B. Landlord's Right of Entry During Term of Lease

The landlord reserves the right to enter upon the premises at any time for any purpose including access to the premises at any time for the purpose of installing, constructing, maintaining and/or monitoring certain tests wells and for the purpose of conducting soil borings and other tests. Tenant agrees that the location and number of such wells, the types of testing to be conducted, as well as the numbers, types and frequencies of samples to be collected by the landlord, shall at the sole discretion of the landlord. Tenant agrees that said rights may be exercised by landlord's employees, independent contractors and agents. Landlord shall be liable for any damage to tenant's crops and agrees to compensate tenant for any and all damages caused by landlord or its agents, excepting for utility work within the easement (see Subtitle F).

C. Inspection: Disclaimer of Warranty

Tenant has inspected the premises and accepts the same in an “as is” condition. Landlord has made no warranties of any nature relating to the condition of the premises.

D. Waiver of Claims

Tenant agrees that it will hold landlord harmless from any liability, damage, loss or injury (including, without limitation, reasonable attorney’s fees) caused to the person or property of tenant, or any person, suffered on, in, or about the leased premises and arising out of the negligence of tenant, its employees and agents, in the use and operation of the demised premises.

Landlord agrees that it will hold tenant harmless from any liability, damage, loss or injury (including, without limitation, reasonable attorneys’ fees) caused to the person or property of landlord, or any other person, suffered on, in, or about the leased premises due to the negligence of landlord, its employees and agents, in the operation of use of the demised premises.

E. Indemnification

Tenant agrees to defend, indemnify and hold harmless landlord, its officers, employees and agents, and any and all affiliates of landlord, including, without limitation, any corporations or other entities controlling, controlled by or under common control with landlord, from and against any and all claims arising from injury to persons, loss of life or damage to the property occurring on or about the premises due to the negligence of tenant, its employees and agents, including any and all costs, expenses and liabilities (including, without limitation, reasonable attorneys’ fees) incurred by landlord and/or of said affiliates in connection with any such claim or proceeding based thereon.

Landlord agrees to defend, indemnify and hold harmless tenant, its officers, employees, agents and successors, and assigns from and against any and all claims arising from injury to persons, loss of life, or damage to property occurring on or about the premises due to the negligence of landlord, its employees, agents and all affiliates of landlord, including, without limitation, any corporations or other entities controlling, controlled by or under common control with landlord, including any and all costs, expenses and liabilities (including, without limitation, reasonable attorneys’ fees) incurred by tenant in connection with any such claim or proceeding based thereon.

F. Easements

The easement shown crossing Parcel #1 contains the natural gas pipeline, which serve the County Highway and Health Departments. No work in that easement by the utility is anticipated during the period of this agreement. If unplanned work is done, crop damage, if any, will be the responsibility of Northern Illinois Gas. If the tenant desires to excavate or disturb the soil deeper than normal tillage depth within the easement, he must notify J.U.L.I.E. (1-800-892-0123) 48-hours prior to such action.

The adjacent landowner to the south of the east parcel has, at different times, used the entrance from Route 30 and the east parcel to access their property. While every effort will be made to minimize and coordinate the use of this entrance and parcel for access by the adjacent landowner so as to eliminate or reduce the amount of damage to crops on this parcel, should crops be damaged as a result of the adjacent landowner, the County will reimburse the tenant for the damaged crops as a result of this activity. It is the tenant's responsibility to notify the County within 7 days after potential crop damage is observed in order to be eligible to receive reimbursement. After notification, the County will monitor the damage and will reimburse the tenant for damaged crops should the crops remain damaged through harvest. Reimbursement will be based on the current rate for the crop using historical yield rates and an estimate of the area of damaged crops.

G. Successors

All persons executing this lease as tenant shall be jointly and severally liable herein and all terms and conditions of this lease shall be binding on their respective heirs, executors, administrators and assigns.

H. Assignability

This lease and all rights hereunder may be assigned by landlord or tenant, and tenant's right shall not be personal to the tenant, but shall extend to his heirs, devisees, administrators successors and assigns.

I. Yielding Possession

The tenant agrees that at the expiration of termination of this lease will be November 1, 2019 and he will yield possession of the premises to the landlord without further demand or notice in as good condition as when it was received. All leases will begin upon County Board approval; however the land will not be transferred to the tenant until the previous tenant has removed his crop.

5. TAXES

The tenant shall pay the yearly property taxes as assessed for the premises rented. This tax is determined yearly by the County Assessor. The taxes assessed in 2017 are payable in 2018, etc. The taxes range from \$200.00 to \$300.00 and the tenant will receive a bill yearly.

A check for the yearly tax amount shall be made payable to the Whiteside County Treasurer and noted as "Farm Rent Tax" (including the year it is for). The check shall be delivered to the Whiteside County Highway Department, 18819 Lincoln Road, Morrison, IL 61270 on or before November 1st, each year of the Lease Agreement.

This money will be held in a non-interest bearing escrow account by the County and used to offset the taxes levied. This is an estimated amount and the tenant may have an additional obligation once the taxes are actually assessed.

If the amount deposited in escrow exceeds the actual taxes levied, a refund will be made, without interest, to the tenant who made the payment. Failure to deposit funds by the apparent successful bidder on or before the date(s) specified shall be cause for non-acceptance of the bid and cancellation of the contract without recourse to Whiteside County. Upon failure to make the above payments, the County reserves the right to enter into a contract for the unused portion of the contract with the next highest bidder, without rebidding.

6. BID AND SIGNATURE

For the period beginning with the date of award and through November 1, 2019, my bid is as follows:

<u>PARCEL</u>	<u>ACRES</u>	<u>\$ / ACRE</u>	<u>TOTAL</u>
1	51.20	x \$	= \$

I, THE UNDERSIGNED BIDDER, HEREBY AGREE TO THE TERMS AND DUTIES AS STATED ABOVE.

Name of Bidder : _____

Address : _____

Telephone : _____ Cell : _____

Signature : _____

E-mail Address: _____

LANDLORD:
WHITESIDE COUNTY

ATTEST:

BY: _____
James Duffy
County Board Chairman

BY: _____
Dana Nelson
County Clerk