

**LEASE  
WARREN COUNTY FARM**

This Agreement is entered into this \_\_\_\_ th day of \_\_\_\_\_, Between **WARREN COUNTY**, a duly constituted County in the State of Illinois, and \_\_\_\_\_, **TENANT**.

**1. PURPOSE:** **WARREN COUNTY** by this agreement leases certain real estate to **TENANT** for agriculture purposes subject to the terms and conditions contained in this Agreement.

**2. LEGAL DESCRIPTION:** The property subject to this Agreement is located in Warren County, Illinois, and is legally described as follows:

The East One-Half (E ½) of the Northwest Quarter (NW ¼) of Section Thirty (30), Township Ten (10) North, Range Two (2) West and the North One-Half (N ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-nine (29), Township Ten (10) North, Range Two (2) West and the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Ten (10) North, Range Two (2) West of the fourth principal meridian, excepting the following described tracts, and subject to the lease between Warren County and the State of Illinois for the erection and maintenance of a radio communications tower.

**TRACT 1: Exception:**

A part of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Ten (10) North, Range Two (2) West of the Fourth Principal Meridian, Warren County, Illinois, more particularly described as follows: Commencing at a point Four Hundred Fifty-six and two tenth (456.2) Feet South of the Northwest Corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section Thirty (30) which point is the point of beginning: thence South Eighty-nine (89) degrees, Fifty-four (54') minutes East a distance of Four Hundred Seventy-three and Five tenths (473.5) feet; thence South a distance of Two Hundred Eighty-eight and Nine Tenths (288.9) feet; thence South Eighty-eight (88) degrees, Fifty-five (55') minutes West a distance of Fifty-one and Three tenths (51.3) feet; thence South a distance of One hundred Sixty-six and Nine Tenths (166.9) feet; thence North Eighty-Nine (89) degrees, Forty-seven (47') minutes West a distance of Four Hundred Twenty-two and Three Tenths (422.3) feet; thence North Four Hundred Fifty-six (456) feet to the point of beginning, containing 4.760 acres, more or less; subject to an easement of ingress and egress along and upon the South Forty-nine (49) feet thereof for the owners of the premises adjoining said property on the South and East and their grantees, assigns, or other successors of interest; and subject to all roads and highways as now located and easements of record situated in the County of Warren and State of Illinois.

**TRACT 2: Exception:**

A part of the North Half (N ½) of the Northwest Quarter (NE 1/4) of Section Thirty (30), Township Ten (10) North, Range Two (2) West of the Fourth Principal Meridian, Warren County, State of Illinois, described as follows:

Commencing at an iron pin set at the Northeast corner of said Northeast Quarter (NE 1/4); thence South 88 17' 55" East, 806.91 feet, along the north line of said Northeast Quarter (NE 1/4) to a point 0.25 feet normally distant northerly from the centerline of T.R. 169, said point being the point of beginning.

From said Point of Beginning thence continuing South 88 17' 55" East, 834.56 feet, along the north line of said Northeast Quarter (NE 1/4), to a point 10.28 feet normally distant northerly from said centerline; thence South 00 57' 49" West, 452.39 feet to a point 35 feet normally distant easterly from the centerline of the commercial entrance south of T.R. 169; thence North 88 59' 28" West, 347.31 feet, to a point 30.62 feet normally distant easterly from the centerline of F.A.P Route 10; thence South 00 57' 14" West, 456.00 feet, to a point 37.00 feet normally distant easterly from said centerline; thence South 88 52' 29" East, 73.01 feet, to a point 110 feet normally distant easterly from said centerline; thence South 00 57' 01" West, 408.32 feet, to a point on the south line of the North Half (N ½) of said Northeast Quarter (NE 1/4), said point being 110 feet normally distant easterly from said centerline; thence North 88 16' 51" West, 240.02 feet, along the south line of the North Half (N ½) of said Northeast Quarter (NE 1/4), to a point 130 feet normally distant westerly from said centerline; thence North 00 57' 01" East, 478.99 feet, parallel to said centerline; thence North 02 43' 34" East, 717.94 feet, to a point 130 feet normally distant westerly from said centerline; thence North 85 29' 56" West, 40.00 feet,

to a point 170 feet normally distant westerly from said centerline; thence North 01 06' 03" West 44.19 feet, to a point 70 feet normally distant westerly from said centerline; thence North 01 06' 03" West, 44.19 feet, to a point 70 feet normally distant southerly from the centerline of T. R 169; thence North 81 07' 38" West, 254.02 feet, to a point 45 feet normally distant southerly from

said centerline; thence North 72 07' 15" West, 51.94 feet, to a point on the southerly existing right-of-way line of T.R 169, said point being 30.68 feet normally distant southerly from said centerline; thence North 01 52' 05" East, 30.93 feet, to the point of beginning, containing 419,743

square feet, more or less or 9.636 acres, more or less of which 90,482 square feet, more or less or 2.077 acres, more or less is in existing public road right-of-way.

**3. TERM:** The lease term shall be 3 years commencing March 1, 2026 and expiring February 28, 2029, unless terminated earlier pursuant to the terms of this Agreement.

**4. PAYMENT:** TENANT shall pay to Warren County the sum of \$\_\_\_\_\_ per year (\$\_\_\_\_\_ per acre based on 177.041 crop acres) as follows: \$\_\_\_\_\_ shall be paid on or before March 1<sup>st</sup> of each year of the term of this lease and the balance of \$\_\_\_\_\_ shall be paid on or before November 1<sup>st</sup> of each year of the term of this lease.

**5. TENANT’S OBLIGATIONS:**    **TENANT** shall have the following duties and obligations:

- A     **TENANT** shall furnish the machinery, equipment, labor, fuel, and supplies to farm the property in good businesslike manner.
  
- B.     **TENANT** shall cut and control weeds along the fence and roadways, including the cost of herbicides for that purpose.
  
- C.     **TENANT** shall provide all seed, herbicide, pesticide, and fertilizer for use in operation of the property, except as specifically provided herein, and shall apply those treatments in a businesslike manner and in accordance with State and Federal laws.
  
- D.     **TENANT** shall be responsible for maintaining the soil fertility, to be disclosed by a soil test paid for by the **TENANT**, at the following minimum levels:
  - Phosphate.....40 pounds
  - Potash.....300 pounds
  - P.H.....6.0 to 6.4

With a copy of the test results filed with the County Clerk.
  
- E.     **TENANT** shall not burn any stalks, straw, or stubble on the property, nor shall he remove any stalks, straw, or stubble without the prior written consent of **WARREN COUNTY**.
  
- F.     **TENANT** shall meet, upon request, with such member or members of the Board of **WARREN COUNTY** as are designated to oversee the leased premises.
  
- G.     **TENANT** shall remove such fences located on the leased premises as directed by **WARREN COUNTY**.
  
- H.     **TENANT** shall no reconstitute, combine, or otherwise join the real estate described herein with any other property for entry or enrollment in any farm program.
  
- I.     **TENANT** shall have the obligation to purchase and apply limestone needed, as disclosed by a soil test. Soil testing may only be conducted with the approval and at the direction of **WARREN COUNTY**. Any soil testing conducted by **TENANT** shall be paid for by **TENANT**.

**6. FALL WORK:** **TENANT** shall permit fall plowing or NH3 application of the leased premises by a succeeding Tenant when:

- A. All crops have been harvested; and,
- B. Tenant has no livestock on the leased premises; and,
- C. The lease term is in its final year.
- D. Written permission from Tenant.

**7. LANDLORD'S OBLIGATIONS:** **WARREN COUNTY** shall have the following duties and obligations:

- A. **WARREN COUNTY** shall cooperate with **TENANT** in executing any necessary documents to qualify the property so long as inclusion has no detrimental or potentially detrimental effect on Warren County.

**8. LANDLORD'S LIEN:** In accordance with the Illinois Compiled Statutes, Chapter 735, Act 5, Section 9-316, in effect at the time of the execution of this lease or as hereafter amended, **WARREN COUNTY** shall have a lien on all crops grown on the property as security for payment of the rent as provided for in this Agreement and for faithful performance of the terms of this Agreement. On or before August 1<sup>st</sup>, **TENANT** shall provide written disclosure to **WARREN COUNTY** of the names of all persons to whom **TENANT** intends to sell the crops grown on the property.

**9. TERMINATION:** This agreement shall terminate as follows:

A. In the event **TENANT** fails to comply with any of the terms of this agreement, **WARREN COUNTY** shall have the right to retake possession of the property and collect any sums due from **TENANT**, plus any damages resulting from **TENANT'S** failure to comply with the terms of this Agreement.

B. This Agreement shall terminate February 28, 2029, in the absence of any earlier termination, with no notice to **TENANT** required.

**10. ATTORNEY'S FEES:** **TENANT** agrees to pay all costs and attorney fees and expenses arising from the failure of **TENANT** to comply with the terms of this Agreement.

**11. INTEREST:** All sums due from **TENANT** pursuant to this Agreement shall bear interest from the due date until the date paid at a rate of 10% per annum.

**12. MODIFICATIONS:** This lease shall not be modified during its term unless modifications are in writing and agreed to by the parties.

**13. GENERAL CONDITIONS:**

- A. Time is of the essence.
- B. **TENANT** shall not assign, sublet, or otherwise transfer his interest in this agreement without the prior written consent of **WARREN COUNTY**.

**IN WITNESS WHEREOF**, we execute this Agreement.

WARREN COUNTY:

By: \_\_\_\_\_  
Michael L. Pearson, Chairman Warren County Board

By: \_\_\_\_\_  
TENANT

By: \_\_\_\_\_  
\_\_\_\_\_  
TENANT

ATTEST: \_\_\_\_\_  
Randi S.Reynolds Warren County Clerk