

## LEASE AGREEMENT

**THIS LEASE** made and entered into this 13th day of February, 2019, by and between the County of Shelby, State of Illinois, ("Landowners"), represented by Robert Jordan, Jesse Durbin and Byron Coffman, County Board members and **County Farm Committee members**, and Jim W. Hampton, 1655 E 1200 N Rd, Shelbyville, Illinois 62565 ("Tenant").

The Landowner rents and leases to the Tenant, for agricultural purposes only, the following described REAL ESTATE, to-wit;

The Northeast Quarter (NE ¼) of Section Four (4), and the West Half of the Northwest Quarter (NW ¼) of Section Three (3), Township Elven North (11N), Range Three East (3E), of the Third (3<sup>rd</sup>) Principal Meridian, situated in the County of Shelby, State of Illinois, consisting of 196.3 acres of tillable ground.

**LENGTH OF TENURE:** The term of this lease shall begin on **MARCH 1, 2019**, and shall continue until **FEBRUARY 29, 2020**.

**EXTENT OF AGREEMENT:** Terms of this lease shall be binding on the heirs, executors, administrators, assigns or agents, for both Landowner and Tenant, in the same manner as upon the original parties.

**RENT:** The Tenant shall pay to the Landowner **\$200.00 per acre, \$39,260.00**, in two (2) equal payments of \$19,630.00. The first payment is due on April 2, 2019 but not later than April 30, 2019. The second payment is due on November 1, 2019, but no later than November 30, 2019. Failure to make either payment by the deadline is grounds for termination of the lease.

### **COSTS:**

1. The Landowner agrees to pay up to two-thousand dollars (\$2,000.00) per year for necessary limestone; however, the Landowner shall have the right to have the aforementioned real estate tested to determine whether or not limestone is necessary.
2. The Tenant specifically agrees to pay for any and all types of fertilizer, herbicides, and seed. The Tenant also agrees to keep the cemetery, roadside, and waterways properly mowed.

### **LANDOWNER AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:**

1. The above described farm, including the fixed improvements thereon.
2. Materials the Landowner deems necessary for repairs and improvements on the above described farm.
3. Skilled labor employed in making permanent improvements.

**TENANT AGREES TO FURNISH AS HIS INVESTMENT AND EXPENSES:**

1. All machinery, equipment, power and labor necessary to farm the premises properly.
2. Labor, except skilled labor, required for repairs and improvements.

**TENANT'S DUTIES IN OPERATING THE FARM:**

1. To keep the farm neat, and to prevent any unnecessary waste, or damage to the property.
2. Not to allow noxious weeds to go to seed on said premises but to destroy same; to cut all weeds, sprouts and brush in fence rows and on roads adjoining as often as needed each year without charge to the Landowner for labor.
3. To investigate and repair any broken tile and keep outlets open; repair breaks in open ditches. Tenant shall not plow or disk through grass waterway, or other low places that will permit open ditches eroding across fields.
4. Not to burn corn stalks, cobs, straw or other residue grown on the farm, nor to remove any hay, cobs or straw or other residue, except by agreement.
5. To clip small grain stubble and to prevent noxious weeds from going to seed.
6. Not to permit tramping of rotation fields by livestock in wet weather when the soil is soft, and to prevent rooting by hogs.
7. The Tenant agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent, for the best interest of all concerned.
8. Not to assign this lease to any person or persons or sublet any part of the premises without the consent of the Landowner.

**ADDITIONAL AGREEMENTS:**

1. Tenant is not to erect or permit to be erected upon said premises, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landowner, nor to purchase any materials or incur any expenses for the account of the Landowner without his approval and will not make a claim for labor at any time unless Landowner has given written permission at a previous date.
2. Tenant is not to add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given such is to pass inspection of both power and insurance companies. Said additions shall immediately become part of the property against which the Tenant will have no further claim unless otherwise agreed in writing.

3. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landowner together with the full right, liberty and land room to them, to enter upon the premises and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landowner, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

4. Landowner shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair nor for any failure to repair or alter or replace any buildings or improvement.

5. Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents to himself, his family, his employees, or agents in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements.

**RIGHT OF ENTRY:** The landowner or his agent shall be entitled to free access to the premises at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landowner or his agent shall be entitled to fall plow, fertilize or otherwise prepare the ground and plant in proper season for the flowing year's crops.

**LANDOWNER'S LIEN:**

The Landowner's lien provided by law shall be the security for the rent herein specified.

If the Tenant shall, from any cause, fail to comply with all his agreements herein, the Landowner may at any time when such failure occurs after giving three days written notice of his intention to do so, take active possession of said premises and buildings thereon which the Tenant agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant.

If the Tenant shall fail to pay the cash rent and advances, or account for the share rent as herein stipulated or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landowner in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.

**YIELDING POSSESSION:** The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the premises to the Landowner without further demand or notice, in as good

order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted.

IN WITNESS WHEREOF, we affix our signatures this the 13<sup>th</sup> day of February, 2019

COUNTY OF SHELBY - **COUNTY FARM COMMITTEE** - Landowner

By *[Signature]*

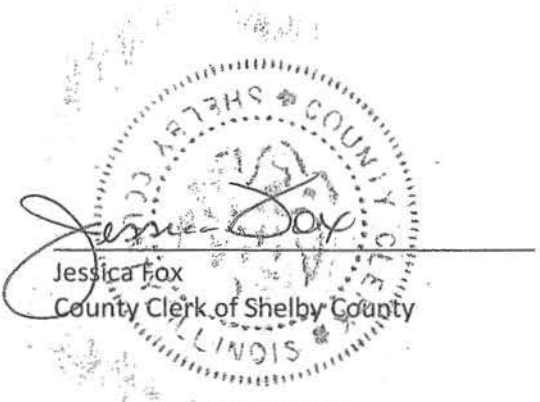
*[Signature]* - Tenant

**COUNTY FARM COMMITTEE:**

*Robert Jordan*, Chairman

*[Signature]*, Member

*[Signature]*, Member



Jessica Fox  
County Clerk of Shelby County

**EXTENSION**

**EXTENSION**

This Lease extended from 3/1/2020  
to 2/28/2021 Dated 2/13/2020

This Lease Extended from \_\_\_\_\_  
to \_\_\_\_\_ Dated \_\_\_\_\_

Shelby County - Landowner

\_\_\_\_\_ - Landowner

By *[Signature]*

By \_\_\_\_\_

\_\_\_\_\_ - Tenant

\_\_\_\_\_ - Tenant

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