### Kati Newman

wheelors you

From:

John Kraft

Sent:

Sunday, June 25, 2023 4:21 PM

Cc:

Kirk Allen

Subject:

FOIA Request (County Farmland) - 6-25-2023

On behalf of the Edgar County Watchdogs, Inc., and in accordance with the Freedom of Information Act, I am requesting the following.

If you are not the FOIA officer, please forward to the FOIA officer as required by statute.

Electronic copies requested.

- Copy of the PIN numbers of all farmland owned by the County.
- Copy of any lease(s) or crop share or other use agreements/contracts of County-owned farmland.
- Copy of any real estate tax forms, or exemptions for Warren County-owned farmland.
- Copy of anything indicating if the County-owned farmland is part of an airport or forest preserve.

## Electronic copies are requested.

# This is not a commercial request.

This is also a request for fee waiver, should any fees be imposed, as this information bears on the public business of the local and state governments in Illinois and will be used to inform citizens of the actions of their public officials, of their rights and responsibilities, of news and current or passing events, and for articles of opinion or features of interest to the public. The principal purpose of this request is to access and disseminate information regarding the health, safety, and welfare or the legal rights of the general public and is not for the principal purpose of gaining a personal or commercial benefit

I, and the organizations I represent, qualify as both media and non-profit under the definitions in Section 2 (c-10) ("Commercial purpose"), Section 2 (f) ("News media"), Section 2 (g) ("Recurrent requester"), and Section 2 (h) ("Voluminous request") of the Freedom of Information Act, for the purposes of being exempt to the provisions of Section 3.1 (Requests for commercial purposes), Section 3.2 (Recurrent requesters), Section 3.6 (Voluminous requests), and Section 6 (Authority to charge fees). Additionally, I, and the organizations I represent, qualify as "news media" under the Illinois Vehicle Code, Section 1-148.5.

Thanks, John Kraft Edgar County Watchdogs, Inc.



Parcel	Use
08-028-002-50	AAA facility / farmground
08-029-001-00	AAA facility / farmground
08-029-002-00	AAA facility / farmground
08-029-037-50	AAA facility / farmground
12-022-001-00	farmground
08-019-018-00	farmground

#### TENANT SHALL HAVE THE FOLLOWING DUTIES IN OPERATING THE FARM:

- 1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
- 2. To keep farm neat, and to prevent any unnecessary waste, damage or soil erosion.
- 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, drainage ditches, waterways and on roads adjoining as often as needed each year without charge to the Landowner for labor.
- 4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair. To preserve established watercourses or ditches and to refrain from any operation that will injure them. To protect all public and private roads and ditches from damage by equipment or erosion. Should damage occur, to fully repair and/or bear any cost for such repair and for subsequent damage that could result from such injury.
- 5. 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 and only as permitted by law.
- 6. To clip small grain stubble and to prevent noxious weeds from going to seed.
- 7. Not to permit tramping of rotation fields by livestock and to prevent rooting by hogs.
- 8. To follow such crop rotation, tillage practices, fertilizer programs, herbicide programs, insecticide programs, conservation measures, and arrangements as are worked out with the Landowner or his Agent. Landowner is not liable for the cost of over application of fertilizer, limestone, herbicide, and/or insecticide.
- 9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices.
- 10. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances. To read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas. To comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
- 11. Not to cut or bulldoze trees without written permission of landowner.
- Not to permit, encourage, or invite other person or persons to use any part or all, of this farm for any purpose or activity not directly related to its use for agricultural production, including hunting.
- 13. Not to dispose of solid waste, nor permit others to dispose of solid waste on the farm.
- 14. Not to store chemicals on the property other than the current season. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.
- 15. To certify all acres planted and production harvested from this land, each year in compliance with the Government Program in effect at that time, as required by the Farm Service Agency, and provides a copy of certification to the Landowner.
- 16. To mow the building site lots at least once every two weeks while the grass is growing. Road side ditches will be mowed at least once in July and once in September.
- 17. To pay rent on machine shed of \$1,000.00 and rent on grain bins of \$1,000.00, to be paid annually on November 15<sup>th</sup>.

#### ADDITIONAL AGREEMENTS:

 Tenant shall not 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

- 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.
- Tenant shall not add electrical wiring, plumbing or heating without written permission of the Landowner, and when same is given it shall pass inspection of local building authorities, power, and insurance companies. Said additions shall immediately become part of the Landowner's property against which the Tenant will have no further claim unless otherwise agreed in writing.
- 3. Tenant shall not cut live trees for sale purposes or personal use.
- As soon as the information is available, Tenant will provide Landowner with a crop map of the farm noting field boundaries on a yearly basis.

This lease shall be for four years at \$\frac{395.00}{295.00} per acre with a 2% increase each year. Lease payments are due 50% by March 15th of each year and 50% by November 1 of each year.

FIELDWORK FOR NEXT YEAR'S CROP: Tenant shall not be authorized to prepare for crops to be harvested in the next crop year until receiving written permission to do so from Landowner. Where permission is granted, and in the event the premises are not leased to the Tenant for the next lease year, Tenant will be reimbursed at going custom rates for the work performed and agrees to release all interest in the land and crops on which the preparation is made. The granting of permission to prepare for the next crop does not constitute rental of the premises for the next lease year. If Tenant proceeds to prepare for next year's crops without written permission, he may not be compensated for such work. Any reimbursement shall be at Landowner's option.

GOVERNMENTAL PROGRAMS: Participation in Governmental Programs is at the discretion of the Landowner. The Tenant's right to retain farm program payments payable before or after beginning of the term of this lease is contingent on the Tenant's timely payment in full of the cash rent. If Tenant does enroll in Government Programs, Tenant shall be responsible to perform all program requirements.

MINERAL RIGHTS: Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part hereof, 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, prorate 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 his share of the 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.

LIABILITY: Landowner shall in no way be liable in damages for failure of the 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 improvements.

RIGHT OF ENTRY: The Landowner reserves the right personally, or by agents, employees, or assigns to enter upon the premises at any reasonable time for purpose of viewing them, of working or making repairs or improvements thereon, of developing mineral resources, for any recreational use of the farm

including hunting and any other use that does not interfere with the Tenant's farming operations, or after notice of termination has been given and following severance of crops of tilling, preparing a seedbed, making seedlings, gleaning corn, applying fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations. The Landowner shall have the exclusive right to hunt and permit others to hunt.

FAILURE TO PERFORM: If the Tenant shall, from any cause, fail to comply with any of his agreements herein, the Landowner may, at any time when such failure occurs after giving reasonable 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 or grain 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 crop share as herein stipulated, or shall fail to keep any of the agreements of this lease, all costs and attorney 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, and shall be considered rents.

FINANCIAL DISCLOSURE: It is agreed by and between the Landowner and the Tenant that the continued financial ability of Tenant to perform his obligations under the terms of this lease is a condition to the granting of the lease by the Landowner to the Tenant. Tenant shall furnish such financial information as may be requested, including a current financial statement. Failure to produce requested information shall constitute default under the foregoing paragraph.

IN WITNESS WHEREOF, we affix our signature	s this 20 day of April 2021.
Enry Davengert Chairman Logan County Board	Brandon Farmer Tenant's signature
ATTEST:	Brandon Farmer Tenant's printed name
Logan County Clerk	Tenant's social security number

SEAL

PLEASE NOTE: Of the 214 acres on the Airport, 21 acres is required to be in permanent alfalfa and grass. Actual tillable acres the tenant is charged for is 193.

The tenant must maintain the alfalfa. The Airport pays for seed. The alfalfa is the tenant's to use, but no rent is charged for those acres.

HIKYUKI

Prepared: 1/21/21 3:13 PM

Crop Year: 2021

FARM: 4916

Logan

Report ID: FSA-156EZ

Illinois

U.S. Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

Page: 1 of 3

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Farm Identifier Not Applicable

ARC/PLC G/l/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
316.11	220.22	220.22	0.0	0.0	0.0	0.0	0.0	Active	3
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	220.22	0.0	0.0					

ARC/PLC

PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
CORN	SOYBN	NONE	NONE	NONE	NONE
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP	
CORN	161.09	163	0.00		

48

SOYBEANS 53.21 214.3 **Total Base Acres:** TRACTS

Tract Number: 1722

Description SEC 29 T20N R2W

**FSA Physical Location:** 

Logan, IL

ANSI Physical Location: Logan, IL

0.00

0

**BIA Range Unit Number:** 

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status:

Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
211.41	133.32	133.32	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL/FWP	BASE ACIZES	
0.0	0.0	133.32	0.0		0.0	129-81	

		The second second second	
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	97.58	163	0.00
SOYBEANS	32.23	48	0.00
	100.01		

**Total Base Acres:** 129.81

Owners: LOGAN COUNTY

U.S. Department of Agriculture Illinois

Prepared: 1/21/21 3:13 PM

Crop Year: 2021

**FARM: 4916** 

Farm Service Agency

Report ID: FSA-156EZ

Logan

**Abbreviated 156 Farm Record** 

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DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 3660

Description SEC 29 T20N R2W

FSA Physical Location:

Logan, IL

ANSI Physical Location: Logan, IL

**BIA Range Unit Number:** 

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status:

Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
100.76	82.96	82.96	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	ĺ	Double Cropped	MPL/FWP	BASE ACRES	
0.0	0.0	82.96		0.0	0.0	80.55	
Crop	Base Acreag		PLC Yield	CCC-505 CRP Reduction			
CORN	60.55		163	0.00			
SOYBEANS	20.0		48	0.00			
Total Base A	cres: 80.55						

**Owners: LOGAN COUNTY** 

Other Producers: RAMLOW, DEBRA

**FARM: 4916** 

Illinois

**U.S. Department of Agriculture** 

Prepared: 1/21/21 3:13 PM

Logan

Farm Service Agency

Crop Year: 2021

Report ID: FSA-156EZ

# Abbreviated 156 Farm Record

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DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 4879

Description SEC 28 T20N R2W

FSA Physical Location: Logan, IL ANSI Physical Location: Logan, IL

**BIA Range Unit Number:** 

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status:

Wetland determinations not complete

3.94

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
3.94	3.94	3.94	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	d	Double Cropped	MPL/FWP	BASE ACRES	
0.0	0.0	3.94		0.0	0.0	3.94	
	***						
Crop	Base Acreag		PLC Yield	CCC-505 CRP Reduction			
CORN	2.96		163	0.00			
SOYBEANS	0.98		48	0.00			

**Total Base Acres:** 

Owners: LOGAN COUNTY

Other Producers: RAMLOW, DEBRA

POOR FARM

**U.S.** Department of Agriculture

Prepared: 1/21/21 3:09 PM

Illinois Logan

Farm Service Agency

Crop Year: 2021

**Abbreviated 156 Farm Record** 

Report ID: FSA-156EZ

Page: 1 of 2

**FARM: 1934** 

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

**Operator Name** 

RAMLOW, DENNIS R

Farm Identifier

Not Applicable

Farms Associated with Operator:

1738, 1873, 1998, 4916, 5671, 6202

ARC/PLC G/l/F Eligibility: Eligible

CRP Contract Number(s): None

COR	5%	ARC-CO SOYBN	NON		PLC-De NON		ARC-CO-Defa NONE	auit	ARC-IC-Default NONE
				ARC/PLO			100 00 D.		ADD IO Detects
0.0	0.0	184.26	0.0	0.0					
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
220.88	184.26	184.26	0.0	0.0	0.0	0.0	0.0	Active	1
Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	НІР
CORN	113.8	151	0.00	
SOYBEANS	69.1	55	0.00	0
Total Base Acres:	182.9			

Tract Number: 681

Description SEC 22 T20N R3W

**FSA Physical Location:** 

Logan, IL

ANSI Physical Location: Logan, IL

**BIA Range Unit Number:** 

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status:

Tract contains a wetland or farmed wetland

**WL Violations:** 

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
220.88	184.26	184.26	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL/FWP	BASE ACRES	
0.0	0.0	184.26	0.0		0.0	182.9	

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	113.8	151	0.00
SOYBEANS	69.1	55	0.00
Total Race Acres	182 9		

**Owners: LOGAN COUNTY** 

Illinois

Report ID: FSA-156EZ

Logan

U.S. Department of Agriculture

Farm Service Agency

POOR FARM

Prepared: 1/21/21 3:09 PM

Crop Year: 2021

FARM: 1934

Abbreviated 156 Farm Record

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Farm Identifier Not Applicable

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
220.88	184.26	184.26	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		base a cres			
0.0	0.0	184.26	0.0	0,0	5	182-9			

Tract Number: 681

Description SEC 22 T20N R3W

**FSA Physical Location:** Logan, IL

ANSI Physical Location: Logan, IL

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status:

Tract contains a wetland or farmed wetland

WL Violations: None

Farmland 220,88	Cropland 184.26	DCP Cropland 184.26	<b>WBP</b> 0.0	<b>WRP</b> 0.0	<b>EWP</b> 0.0	CRP Cropland 0.0	GRP 0.0
State Conservation 0.0	Other Conservation	Effective DCP Cropland	Double Cropped		MPL/FWP	BASE ACRES	
	0.0	184.26	0.0		0.0	182.9	



