

CASH RENT FARM LEASE

[REDACTED]
SHELBY COUNTY CLERK

THIS LEASE is made this 19th day of February, 2025 by and between Shelby County, Shelbyville, Illinois, Landlord and Tice Robinson, 22 Moulton Drive, Shelbyville, Illinois, Tenant.

LANDLORD rents and leases to the Tenant, for agricultural purposes only, the following described real estate, to-wit:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 236 acres.

LENGTH OF TENURE: The term of this lease shall begin on the 19th day of February, 2025 and shall continue through the last day of December, 2027. **No other notification will be necessary for the termination of this lease.**

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

AMENDMENTS AND ALTERATIONS: Amendments and alterations to this lease may be made in writing in the space provided at the end of this lease at any time by mutual agreement. In the event of failure to agree on proposed alterations, the existing provisions of the lease shall control operations.

AMOUNT OF RENT: Tenant agrees to pay the Landlord annual cash rent of:

197 tillable acres @ \$260.00 / acre = \$51,220.00 ("Total Annual Rent")

Total Annual Rent shall be paid in two (2) equal installments, with the first payment due by or before April 1, 2025, and the second payment due by or before November 1, 2025.

Tenants will receive and pay the real estate taxes as a part of the overall rent for this property. The estimated taxes for 2025 payable in 2026 are between \$7,400 and \$7,500.

LANDLORD'S INVESTMENT AND EXPENSE: Landlord agrees to furnish the property and to pay the items of expense listed below:

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

TENANT'S INVESTMENT AND EXPENSE: Tenant agrees to furnish the property and to pay the items of expense listed below:

1. All machinery, equipment, fuel, power and man labor necessary to farm the premises properly.
2. Labor, except skilled labor, required for repairs and improvements.
3. All seed, inoculation, disease-treatment materials, fertilizers, herbicides and pesticides.
4. Tenant will receive 100% of any government payments.

TENANT'S DUTIES: Tenant further agrees that they will perform and carry out the stipulations below:

1. To keep 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 Landlord 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 areas grass waterway, or other low places that will permit open ditches eroding across fields.
4. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
5. To comply with rules and regulations of the Illinois Pollution Control Board.
6. Not to assign this lease to any person or sublet any part of the premises.
7. Not to permit, encourage, or invite other people to use any part or all this property for any purpose or activity not directly related to its use for agricultural production.
8. Tenant will be responsible for all mowing, including the cemetery.

MANAGEMENT AND BUSINESS PROCEDURES: Landlord and Tenant agree that they will observe the following provisions:

1. Except when mutually agreed otherwise, the land use and cropping system shall be as follows:
 - Corn, Soybeans, or Wheat at the tenant's discretion
 - The minimum fertility requirements are as follows:
 - Acres planted to Corn – 200 lbs/acre of 18-46-00 and 100 lbs/acre of 00-00-60
 - Acres planted to Soybeans – 125 lbs/acre of 00-00-60
 - Acres planted to Wheat – 150 lbs/acre of 18-46-00 and 125 lbs/acre of 00-00-60

- Tenant shall provide the Farm Committee with copies of their fertilizer invoices once the product has been applied.
2. Landlord will furnish all of the cost of limestone and soil testing.
 3. 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 Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without their approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.
 4. 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 Landlord 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 vehicle and lay down and work any such railroad tract or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purposes. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land to be taken by their assignors for said uses.
 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 the farming operations, or in performing repairs to any buildings, fences and other improvements.

RIGHT OF ENTRY: Landlord or their agent shall be always entitled to free access to the premises and may make any repairs and improvements thereon. If this lease is terminated, Landlord, or their agent, shall be entitled to fall plow, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.

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. In the event the cash rent is not paid when due, then any amount remaining unpaid shall bear interest at 8% per annum from the date of default until paid. If the Tenant fails to pay the rent due or fails 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 obligations payable by the Tenant hereunder.

YIELDING POSSESSION: Tenant agrees that at the expiration of the term of this lease, they will yield up possession of the premises to Landlord, without further demand or notice, in as good order and condition as when the same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. If Tenant fails to yield possession, they shall pay to Landlord a penalty of \$50.00 per day for each day they remain in possession thereafter, in addition to any actual damages caused by Tenant to land, and such payments shall not entitle said Tenant to any interest of any kind or character in or on the premises.

INSURANCE: Tenant operates on the Subject Property subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the said leased premises during the term of this lease and agrees to hold the Landlord free, harmless and indemnified therefore. Tenant will carry a \$1,000,000.00 liability insurance policy to cover the provision of this paragraph that names the county as an additional insured. Tenant will provide proof of insurance to the Shelby County Farm Committee.

INDEMNIFICATION: Tenant shall indemnify, hold harmless and defend with counsel of Landlord's own choosing, Landlord, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by the custom operator of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by the custom operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the custom operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State's Attorney. Releasees' participation in its defense shall not remove the custom operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

ASSIGNMENT OF LEASE: Tenant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the Landlord's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

CONFLICT OF INTEREST: Both parties affirm no Shelby County officer or elected official has a direct or indirect pecuniary interest in Tenant or this agreement, or, if any Shelby County officer or elected official does have a direct or indirect pecuniary interest in Tenant or this agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

NON-DISCRIMINATION: Tenant, its employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act,

the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

LEGAL REMEDIES: In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

LAND RESTRICTION: The lease does not restrict the public from entering onto the county farm, parcel #1812-04-00-200-001 and parcel #1812-03-00-100-001.

FINALITY OF AGREEMENT: This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

IN WITNESS WHEREOF, we affix our signatures this 19th day of February, 2025.


Shelby County:



By: Tad Maynard

Chairman of the Shelby County Board

Tenant:



By: Tice Robinson