

**RESOLUTION
R2022-230**

**A RESOLUTION APPROVING A FARM LICENSE AGREEMENT
BETWEEN DEKALB COUNTY GOVERNMENT AND GLENN & DALE
BOLANDER FOR ELEVEN AND EIGHT TENTHS ACRES OF LAND
ALONG COUNTY FARM ROAD AND BARBER GREENE ROAD**

Be it resolved by the County Board of the County of DeKalb, Illinois as follows:

WHEREAS, DeKalb County owns approximately eleven and eight tenths (11.8) acres of farm land located along County Farm Road and Barber Greene Road; and

WHEREAS, the County entered into the attached Farm License Agreement with Glenn & Dale Bolander on March 1st, 2020 to lease eleven and eight tenths (11.8) acres of the County-Owned land located along County Farm Road and Barber Greene Road; and

WHEREAS, the County is to be compensated in the amount of \$140.52 per acre or \$1658.14 annually per the agreement; and

WHEREAS, the term of the license agreement was March 1, 2020 to February 28, 2021 and automatically renews unless either party provides a notice of non-renewal:

NOW, THEREFORE, BE IT RESOLVED the DeKalb County Board hereby supports and approves the attached Farm License Agreement between DeKalb County Government and Glenn & Dale Bolander for eleven and eight tenths (11.8) acres, County-Owned land located along County Farm Road and Barber Greene Road.

PASSED THIS 16TH DAY OF NOVEMBER 2022 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:



Douglas J. Johnson
DeKalb County Clerk



John Frieders, Chairman
DeKalb County Board

DEKALB COUNTY GOVERNMENT



FARM LEASE AGREEMENT County Farm Road & Barber Greene Road Property

This Agreement is made as of the 1st day of March, 2023 to February 28, 2024, by and between THE COUNTY OF DEKALB, (Lessor) an Illinois unit of local government, with its principal office located at 200 N. Main Street, Sycamore, Illinois 60178, (815) 895-1630 and GLENN & DALE BOLANDER, (Lessees), at 9907 South Mayfield Road, Sycamore, IL 60178.

WITNESSETH:

WHEREAS, the Lessor holds fee simple title to an irregularly shaped parcel bonded by County Farm Road & Barber Greene Road in the County of DeKalb, State of Illinois (the Subject Property); both containing a total of 11.8 tillable acres of farm land; and

WHEREAS, Lessees wishes to use a portion of the Subject Property for the sole purpose of agricultural farming, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements set forth below, the parties do hereby agree as follows:

SECTION 1. RECITALS. The recitals set forth above are by this reference incorporated into, and made a part of, this Agreement.

SECTION 2. LICENSES GRANTED; TERM; LICENSE FEES. Lessor hereby grants to Lessees and Lessees hereby accept from Lessor a license to use the Subject Property for a term of 1 year, beginning March 1, 2023 and ending February 28, 2024. The Subject Property shall be used only for agricultural farming use. The Lessees shall pay an annual license fee for farming the Subject Property at \$140.52 per acre x 11.8 acres = \$1,658.14 in annual payment, with the payment due March 1, 2020. The license fees for the farm land shall be paid no later than March 1st of each year during the license term, directing to Lessor, or the County may otherwise designate in writing. All the license fees described in this Section 2 shall be referred to herein as "License Fees".

SECTION 3. LESSOR'S INVESTMENT AND EXPENSES. The Lessor agrees to furnish the property and to pay the items of expenses of: **(a)** the Subject Property, including fixed improvements, **(b)** skilled labor employed in making and repairing improvements and all labor for painting buildings, **(c)** taxes on the land, improvements, and personal property owned by the Lessor.

SECTION 4. LESSEE'S INVESTMENT AND EXPENSES. The Lessees agree to furnish the property and to pay for the expenses of: **(a)** all the machinery, equipment, labor, fuel, and power necessary to farm the Subject Property, **(b)** the hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving, **(c)** all seed, inoculation, disease-treatment materials, and fertilizers, except that which the Lessor agrees to furnish in Section 3 above.

SECTION 5. USE OF THE SUBJECT PROPERTY. Lessees shall not permit anyone other than Licensee to use the Subject Property without the prior written consent of the County Administrator. Licensee shall not use or permit the Subject Property to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors. Licensee shall not allow any signs or placards to be posted or placed on the Subject Property or erect, build, construct, or install any structures or improvements on the Subject Property without the prior written consent of the County Administrator, which consent may be withheld in the County Administrator's sole discretion. Licensee shall not damage, destroy, or suffer to be damaged any fence or trees located on the Subject Property, and shall not commit any waste or nuisance upon the Subject Property.

SECTION 6. CONDITION OF SUBJECT PROPERTY. Licensee has inspected the Subject Property, prior to signing this Agreement and accepts the condition of the Subject Property on as is, including but not limited to the soil conditions of the Subject Property. District hereby disclaims express or implied warranties regarding the conditions on the Subject Property.

SECTION 7. LESSEE'S DUTIES IN OPERATING FARM. The Lessees further agree to perform and carry out the following stipulations:

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough, and business- like manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said Subject Property and to destroy the same and keep the weeds and grass cut.
4. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
5. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
6. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
7. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.
8. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices to comply with the soil loss standards mandated by the state.
10. To practice fire prevention, follow safety rules, and abide by restrictions in the Lessor's insurance contract.

B. Activities restricted: The Lessees further agree, unless the written consent of the Lessor has been obtained:

1. Not to assign this lease to any person or persons or sublet any part of the Subject Property herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
4. Not to plow permanent pasture or meadowland.
5. Not to allow any stock on any tillable land except by annual agreement.
6. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
7. Not to cut live trees for sale purposes or personal uses.
8. Not to erect or permit to be erected any commercial advertising signs on the farm.

SECTION 8. HAZARDOUS MATERIALS. Licensee (a) shall comply with all federal, state and local laws, ordinances, rules and regulations that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant (Hazardous Materials) in the use of the Subject Property; and (b) shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Subject Property.

SECTION 9. LIMITATION OF LIABILITY; ASSUPMTION OF RISK; INDEMNIFICATION.

A. Except as required by Illinois law, District shall not be liable or responsible for any damage occasioned by any failure to keep the Subject Property in good repair. The Lessees shall notify Lessor in writing of any condition of the Subject Property that may cause bodily injury or property damage.

B. The Lessees shall engage in farming activities on the Subject Property, subject to the hazards of operating a farm, and assumes all risks associated with the activity. Lessees shall hold harmless, indemnify and defend the County of DeKalb, its Board Members/Commissioners, officers, agents, attorneys and employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorney fees and items relating to this Agreement, resulting or alleged to result from (a) any failure on the part of the Lessees to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the use of the Subject Property by Lessees or his agents, or employees, including any injuries, death, or damages arising from their acts or omissions. The provisions and obligations of this section shall survive this Agreement and the licenses granted herein and shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Lessees pursuant to this Agreement.

SECTION 10. TERMINATION.

A. If, at any time during the term of this Agreement, Lessees fails to comply with, or fails to fulfill any of the terms or conditions of this Agreement, including failure at any time to pay the amount set forth in Section 2 or any other amount due to Lessor under this Agreement, the Lessor shall have the right, at its option, to re-enter the Subject Property or any part thereof and to terminate any and all rights granted to Lessees by this Agreement without notice.

B. The Lessor shall have the right, to terminate this Agreement at any time by giving thirty (30) days advance written notice.

C. The parties agree that the Lessor may sell or purpose the Subject Property or any portion thereof at any time. The Lessees shall receive a refund at \$50.00 times the number of acres sold or re-purposed. If such event shall take place after the Lessees have commenced farming operations, then in addition to the refund for rent, the Lessor shall pay the Lessees for the farm operations actually conducted and for materials actually supplied for the Subject Property (or a portion thereof) to date. Payment for operations shall be pursuant to the University of Illinois Agricultural Extension Service Schedule and where necessary shall be negotiated in good faith by the parties.

D. Immediately upon termination of this Agreement, for whatever reason, all rights granted to Lessees here under shall revert to the Lessor, and the Lessor shall have the right to re-license the Subject Property.

SECTION 12. LICENSE ONLY GRANTED. This Agreement grants only a license to use the Subject Property under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to the Lessees any legal or equitable interest in the Subject Property.

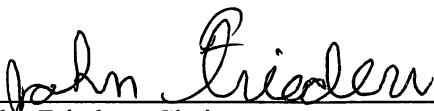
IN WITNESS WHEREOF the parties have caused this Agreement to be executed, effective as of the date first written above.

Lessees:

Dale Bolander Date

Glenn Bolander Date

Lessor:

 11/16/2022

John Frieders, Chairman Date
DeKalb County Board