

**RESOLUTION
R2022-231**

**A RESOLUTION APPROVING A FARM LEASE AGREEMENT BETWEEN
DEKALB COUNTY GOVERNMENT AND ROBERT JORDAL FOR TEN
ACRES OF LAND ALONG GURLER ROAD**

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

WHEREAS, DeKalb County owns approximately fifteen and one tenth (15.1) acres of farm land located along Gurler Road, DeKalb IL delineated on the map attached hereto as Exhibit "A"; and

WHEREAS, the County entered into the attached Farm Lease Agreement with Robert Jordal on January 1st, 2020 to lease ten (10) acres of the County-Owned land located along Gurler Road; and

WHEREAS, the County is to be compensated in the amount of \$220.00 per tillable acre or \$2200.00 annually per the agreement; and

WHEREAS, the term of the lease agreement was January 1, 2020 to December 31, 2020 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 Lease Agreement between DeKalb County Government and Robert Jordal for ten (10) acres of tillable, County-Owned land located along Gurler 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

FARM LEASE

This FARM LEASE ("Lease") is entered into on January 1, 2022, between DeKalb County Government, with an address of 200 N Main Street, Sycamore, IL 60178 (hereinafter referred to as "Landlord"), and Robert Jordal, with an address of 14244 Gurler Road, DeKalb, IL 60115 (hereinafter referred to as "Tenant"), and collectively, referred to as the "Party(ies)".

Landlord hereby leases to the Tenant, to occupy and use for agricultural crop purposes only, the real estate consisting of approximately 10 tillable acres, located in the County of DeKalb, State of Illinois, delineated on the map attached hereto as Exhibit A and made a part hereof by the Lease; however, subject to reduction based upon Landlord's determination of land that it will reasonably require for its purposes. The land is further identified as Tax Parcel No. 09-32-400-011 (hereinafter referred to as the "Premises").

I. TERM

The term of this Lease shall be for a term commencing on January 1, 2022 and terminating December 31, 2022 (the "Initial Term"). The Lease shall automatically renew for one (1) year consecutive terms, unless either Party provides a notice of non-renewal no later than sixty (60) days prior to the expiration of the then current term.

II. RENT

The Tenant shall pay the Landlord a rental of \$220.00 per tillable acre per annum, which calculates to \$2,200 annually, and said rent shall be payable to the Landlord at the DeKalb County Administration Office, 200 N Main St, Sycamore, IL 60178, as follows:

- a. Fifty (50%) percent, or \$1,100, due on April 1 annually
- b. Fifty (50%) percent, or \$1,100, due on November 1 annually

III. REDUCTION OF LEASED ACREAGE

Landlord shall have the right to reduce the acreage leased hereunder from time to time based upon Landlord's need for land to conduct its operations. In the event Landlord reduces the acreage leased hereunder, Landlord agrees to ratably adjust the Rental payable by the Tenant. In the event Landlord takes land from the Premises during the crop growing season and damages the crops, Landlord will reimburse Tenant for the market value of the damaged crops and for chemicals utilized to fertilize that portion of the Premises taken for Landlord's purposes. Landlord shall make payment to Tenant within sixty (60) days following Tenant's presentation of his invoice for damaged crops and chemicals.

IV. TENANT'S DUTIES IN OPERATING FARM

Tenant further agrees to perform and carry out the stipulations below:

A. Activities Required:

- 1) To cultivate the Premises in a timely, thorough, and businesslike manner so as to maintain the value of the Premises as crop land;
- 2) To provide Landlord with any soil test that Tenant performs or causes to be performed, on the Premises;
- 3) To furnish Landlord with copies of all actual invoices of fertilizers, pesticides, herbicides, limestone or any other chemical application applied to the Premises, it being the Tenant's responsibility to pay the cost of said chemical applications;

- 4) To strictly adhere to State soil erosion control practices, requirements and maintenance of the Premises;
- 5) To mow and/or spray roadsides and reasonable non-crop areas to keep the Premises free from noxious weeds and brush, and to maintain a favorable farm appearance;
- 6) To clear any obstructions that may occur in established watercourses or ditches, tile drains, tile outlets, swales, grass waterways, and terraces, and to refrain from any operation that will cause injury to them;
- 7) To keep the buildings, fences (including hedges), and other improvements on the Premises, if any, in as good repair and condition as they are when he takes possession, or in as good repair and condition as they may be put by the Landlord during the term of the Lease-ordinary wear, loss by fire, or unavoidable destruction, excepted;
- 8) To keep the Premises neat and orderly, and not to commit waste on the Premises or permit other to do so.

B. Activities Restricted:

- 1) Not to plant crop rotation other than corn or soybeans;
- 2) Not to utilize biosolids in the fertilization of the Premises;
- 3) Not to erect or permit to be erected any structure or building or to incur any expense to the Landlord for such purpose;
- 4) Not to permit, encourage, or invite other persons to use any part or all of the Premises for any purpose or activity not directly related to its use for agricultural production, and not to hunt or allow hunting or discharging of firearms on or about the Premises, and not to permit the erection of commercial advertising signs;
- 5) Not to till the soil in the Fall, or apply fertilizers typically applied in the Fall season, unless this Lease has been extended to the next planting year;
- 6) Not to assign this Lease to any person or persons or sublet any part of the Premises;
- 7) Not to cut live trees.

V. ADDITIONAL AGREEMENTS

- A. Termination upon Default. If either Party fails to carry out the terms of this Lease in due and proper time, the Lease may be terminated by the other Party by serving a written notice citing the instance(s) of default and specifying a termination date of ten days from the date of such notice. Settlement shall then be made in accordance with the provision of Clause C of this section.
- B. Yielding Possession. The Tenant agrees that at the expiration or termination of this Lease he will yield possession of the Premises to the Landlord without further demand or notice. If the Tenant fails to yield possession, Tenant shall pay to the Landlord a penalty of \$200.00 per day, in addition to any actual damages caused by the Tenant to the Landlord's land or improvements, and said payments shall not entitle said Tenant to any interest of any kind or character in or on the Premises.

- C. 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. If the Tenant shall fail to pay the rent due or shall fail 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.
- D. Landlord's Right of Entry During Term of Lease. The Landlord reserves the right to enter upon the Premises at any time and for any purpose including access to the Premises for the purpose of installing, constructing, maintaining and/or monitoring certain test wells and for the purpose of conducting soil borings and other tests. Tenant agrees that the location and number of such wells, the types of testing to be conducting, as well as the numbers, types and frequencies of samples to be collected by the Landlord, shall be at the sole discretion of the Landlord. Tenant agrees that said rights may be exercised by Landlord's employees, independent contractors and agents. Tenant agrees and consents that Landlord shall not be liable for any damage to Tenant's crops.
- E. Exclusion of Mineral Rights. Nothing in this Lease shall confer upon the Tenant any right to oil, gas, or any other minerals underlying the Premises, but the same are hereby reserved by the Landlord.
- F. Inspection: Disclaimer of Warranty. Tenant has inspected the Premises and accepts the same in an "as is" condition. Landlord has made not warranties of any nature relating to the condition of the Premises.
- G. Waiver of Claims. Tenant, on his own behalf, and on behalf of his employees and agents covenants and agrees that his or their use and occupancy of the Premises during the period of this Lease shall be at their own risk and that they expressly assume all risk of and waive any claim against the landlord for any and all claims for damages, loss, or any other causes of action or claims known or unknown which they may now or hereafter have and which is caused by, arises from, or in any way related to the Premises or Landlord's sanitary landfill.
- H. Indemnification. Tenant agrees to indemnify and hold harmless Landlord, its officers, employees and agents, and any and all affiliates of Landlord, including, without limitation, any corporations or other entities controlling, controlled by or under common control with Landlord, from and against any and all claims arising from injury to persons, loss of life or damage to property occurring on or about the Premises and from and again any and all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees) incurred by Landlord and/or said affiliates in connection with any such claim or any proceeding based thereon.
- I. Insurance. Tenant agree to pay the premiums on and to maintain in effect at all times during the term of this Lease, liability insurance in the amount of Two Million and 00/100 Dollars (\$2,000,000.00) protecting Landlord against all claims for bodily injury, including death or property damage, occurring on or about the Premises. A liability policy naming the Landlord as an additional insured, as its interests may appear, shall be deemed in compliance with the provisions of this paragraph. All such policies of insurance shall be evidence by Certificates delivered to Landlord and shall provide that the same cannot be cancelled upon less than 30 days notice to Landlord. Tenant shall also carry Multi-Peril Crop Insurance / Revenue Assurance and Property Damage coverage for the full replacement value.
- J. Severability. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

- K. Successors. All persons executing this Lease as Tenant shall be jointly and severally liable herein and all terms and conditions of this Lease shall be binding on their respective heirs, executors, administrators, and assigns. Landlord may assign this lease without Tenant's consent in connection with any transfer or sale of the Premises.
- L. Notices. All notices, waiver, demands, requests or other communications require or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the third (3rd) business day after deposit in the United States mail, certified – postage prepaid, return receipt requested, (c) if telexed, telegraphed or telecopied, at the time in effect at the place of transmission, or at 8:00 a.m. on the next business day thereafter if the time of transmission is later than 6:00 p.m., or (d) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the Party at the address recited in the first paragraph of this Lease.

IN WITNESS WHEREOF, The Parties hereto have affixed their hands and seals on the date first written.

TENANT:

LANDLORD:

Robert Jordal



John Frieders, Chairman
DeKalb County Board

Date of Signature

11/16/2022

Date of Signature