

Ordinance No. 91- 12

AN ORDINANCE APPROVING A LEASE

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1. That certain farm lease between the Village and Garry Niemeyer, attached hereto as Exhibit A, is hereby approved.

SECTION 2. The President of the Village is authorized and directed to execute said farm lease on behalf of the Village, and the Clerk is authorized and directed to attest the President's signature. The proper officers of the Village are hereby authorized and directed to implement the farm lease according to its terms.

SECTION 3. This Ordinance is effectively immediately.

PASSED this 9<sup>th</sup> day of april, 1991.

Carl J. Oblinger  
PRESIDENT

ATTEST:

Ca. Sandra Cobb  
Deputy CLERK

AYES: 6

NAYS: 0

PASSED: 4/9/91

APPROVED: 4/9/91

ABSENT: 0

FARM LEASE

This lease entered into on the 28 day of March, 1991, between the VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipality, Landlord, and GARRY NIEMEYER, Tenant.

The Landlord rents and leases to the Tenant, to occupy and to use for agricultural purposes, the real estate as described in Exhibit A attached hereto and made a part hereof. The real estate as legally described on Exhibit A attached hereto and made a part hereof is located in Sangamon County, Illinois, and consists of approximately thirty-four and one tenth (34.1) acres.

The term of this lease shall be from the 1st day of April, 1991 to the last day of ~~March, 1992~~ <sup>November, 1991</sup>, and the Tenant shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and all parties agree that failure to execute an extension at least ninety (90) days before the end of the current term shall be constructive notice of intent to allow the lease to expire.

Amendments and alterations to this lease may be made in writing and attached to this lease at anytime by mutual agreement. In the event of failure to agree on proposed alterations, the existing provisions of the lease shall control.

1. Amount of Rent. The Tenant agrees to pay the Landlord an annual cash rent for the above-described farm in the amount of

One Hundred Twenty-Five Dollars (\$125.00) per acre, said cash payment to be made on or before April 1, 1991.

2. Landlord's Investment and Expenses. The Landlord agrees to furnish the above-described farm, including fixed improvements thereon, if any, and materials the Landlord deems necessary for repairs and improvements owned by the Landlord. Tenant shall pay the cost of maintenance for any structures and equipment relating to the storage of grain stored on or in any grain storage facilities on the above-described farm.

3. Tenant's Investment and Expenses. The Tenant agrees to furnish and to pay the items of expenses consisting of all the machinery, equipment, labor, fuel, power and manpower necessary to farm the premises properly; all seed, inoculation, disease treatment materials, fertilizers.

4. Tenant's Duties in Operating Farm. The Tenant further agrees that he/they will perform and carry out the stipulations below:

a. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.

b. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.

c. To keep open and in repair all ditches, tile drains, tile outlets, waterways, dams, and terraces and prevent erosion.

d. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.

e. To keep all of said premises in good order and condition and reasonably free from cockle burrs, thistles, grant fox tail, milk weed and other weeds.

f. To follow such crop rotation, tillage practices, conservation measures and use mixed commercial fertilizers, limestone, phosphate, potash and herbicides as are worked out in cooperation with the landowner or its agent for the best interest of the farm.

g. To prevent all unnecessary waste, or loss, or damage to the property of the Landlord.

h. To comply with rules and regulations of the Illinois Pollution Control Board.

5. **Activities Restricted.**

a. Not to assign this lease to any person or persons or sublet any part of the premises.

b. Not to erect or permit to be erected any structures, buildings, fence or sign of any kind whatsoever, or to purchase any materials or incur any expense to Landlord for such purpose.

c. 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, except as specifically noted here.

d. Not to plow permanent pasture or meadowland.

e. Not to cut live trees for sale purposes or personal uses.

f. Not to permit the erection of any commercial advertising signs on the farm.

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

7. Termination Upon Default. If either party fails to carry out substantially 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 thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of this lease and the amendments thereto.

8. 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, in as good order and condition as when same were entered upon by the Tenant, ordinary wear excepted. If the Tenant fails to yield possession, he shall pay to the Landlord a penalty of Fifty Dollars (\$50.00) 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.

9. 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, from any cause, fail to comply with all of his agreements herein, the Landlord may, after giving three days written notice of its intention to do so, take active possession of said premises 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 Lease 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 as herein stipulated or shall fail to keep any of the agreements of this Lease, all cost and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the rental payable by the Tenant hereunder.

10. Landlord's Right of Entry During Term of Lease. The Landlord reserves the right of its agents, employees, or assigns to enter upon said premises at any reasonable time for any purpose including the purpose of viewing the same, of working or making repairs or improvements thereon, of developing mineral resources as provided in Paragraph 12 below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding or of applying fertilizers and doing other field work.

11. Mineral Rights. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land, but the same are hereby reserved by the Landlord together with the full right to enter upon the premises and to bore, search, and excavate for same, to work and remove same, and to deposit excavated rubbish and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, powerlines and structures as may be

necessary or convenient for the above purpose. The Landlord agrees to reimburse the Tenant for any actual damage he may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant's farming operations.

12. Extent of Agreement. The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties.

VILLAGE OF CHATHAM, ILLINOIS

By Carl D. Oblinger  
Its Village President

ATTEST:

Don W. Miller  
Secretary

Gary Niemeier  
Tenant

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EXHIBIT A

The 34.1 acres shown on the attached map as "area to be farmed" of the following described property:

Part of the Northwest Quarter of Section 18, Township 14 North, Range 5 West of the Third Principal Meridian, described more particularly as follows:

Commencing at a stone marking the Northwest corner of the aforementioned Section 18, thence South 0 degrees 06 minutes 04 seconds West, along the section line, a distance of 713.00 feet to an iron pin marking the true point of beginning, thence North 89 degrees 55 minutes 37 seconds East, along the South line of Prairie Grove Subdivision, a distance of 918.97 feet to an iron pin, thence South 65 degrees 15 minutes 40 seconds East, along the South line of Prairie Grove Subdivision, a distance of 285.99 feet to an iron pin, thence North 89 degrees 55 minutes 37 seconds East, along the South line of Prairie Grove Subdivision, a distance of 1341.30 feet to an iron pin on the quarter section line, thence South 0 degrees 01 minutes 04 seconds East, along the quarter section line, a distance of 1196.54 feet to an iron pipe, thence South 89 degrees 55 minutes 37 seconds West a distance of 2522.71 feet to a masonry nail on the section line, thence North 0 degrees 06 minutes 04 seconds East, along the section line, a distance of 1316.56 feet to the true point of beginning. Said parcel contains 72.152 acres, more or less.





FARM LEASE

This lease entered into on the 28 day of March, 1991, between the VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipality, Landlord, and GARRY NIEMEYER, Tenant.

The Landlord rents and leases to the Tenant, to occupy and to use for agricultural purposes, the real estate as described in Exhibit A attached hereto and made a part hereof. The real estate as legally described on Exhibit A attached hereto and made a part hereof is located in Sangamon County, Illinois, and consists of approximately thirty-four and one tenth (34.1) acres.

The term of this lease shall be from the 1st day of April, 1991 to the last day of ~~March, 1992~~, <sup>November, 1991</sup> and the Tenant shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and all parties agree that failure to execute an extension at least ninety (90) days before the end of the current term shall be constructive notice of intent to allow the lease to expire.

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e. To keep all of said premises in good order and condition and reasonably free from cockle burrs, thistles, grant fox tail, milk weed and other weeds.

f. To follow such crop rotation, tillage practices, conservation measures and use mixed commercial fertilizers, limestone, phosphate, potash and herbicides as are worked out in cooperation with the landowner or its agent for the best interest of the farm.

g. To prevent all unnecessary waste, or loss, or damage to the property of the Landlord.

h. To comply with rules and regulations of the Illinois Pollution Control Board.

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c. 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, except as specifically noted here.

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Tenant as herein contained as fully as the same are contemplated in this Lease 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.

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