

Available for Rent: 265 Acres, more or less, of Cropland and Pasture



265 acres, more or less, (184.91 FSA approved acres of crop land) Parcel 19-3 / Taxpayer #13-0015500

Located adjacent to the former Oak Glen Home, 11210 95th St, Coal Valley, IL, commonly referred to as the "County Farm."

To be used in connection with agricultural purposes of the Tenant and no other purposes.

5 year lease agreement; Cash Rent

21.9 acres are in the Conservation Reserve Program (CRP) which pays the renter \$5,172 annually for 2021 and 2022.

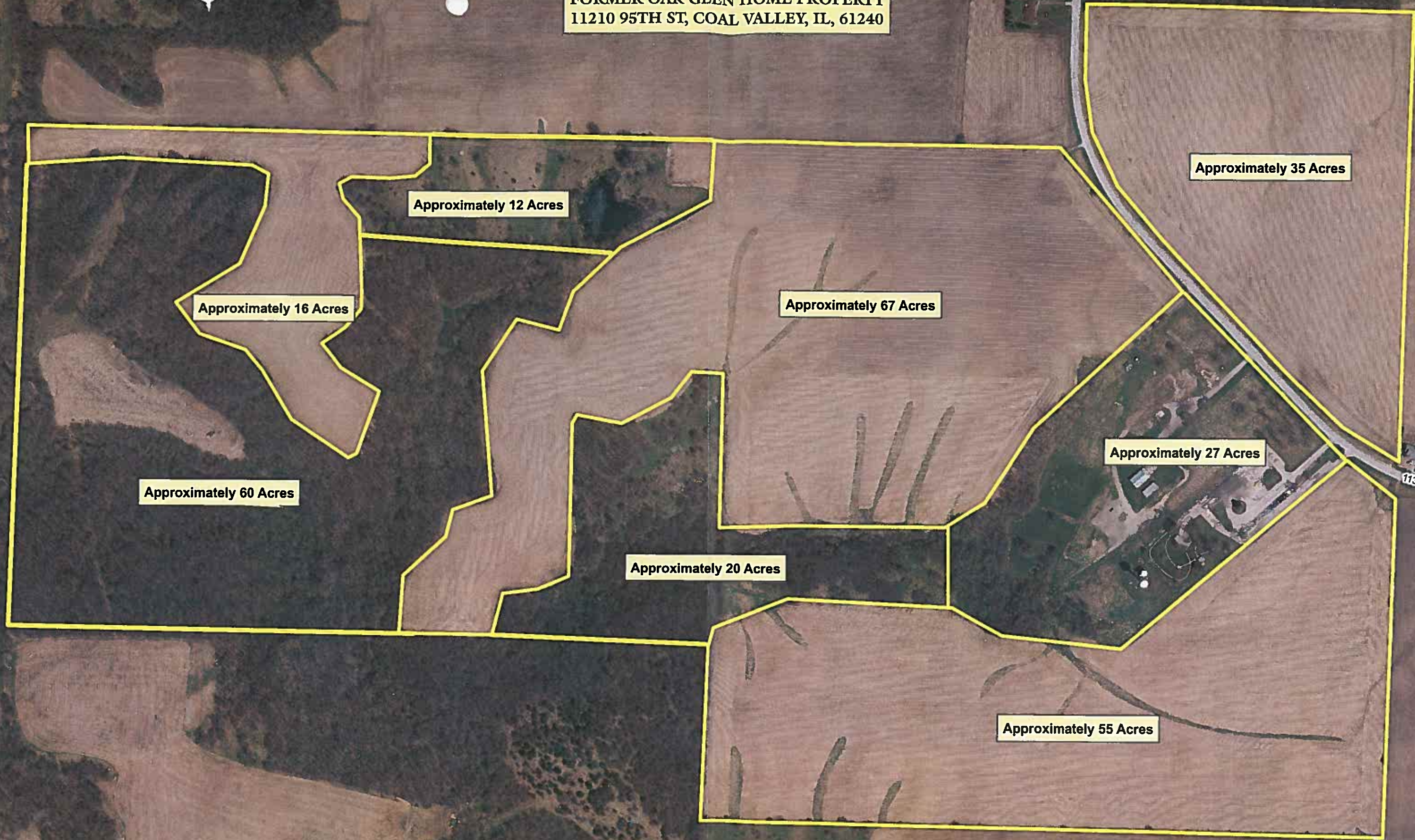


Bids will be accepted until January 4, 2021 at 1:00 p.m. in the County Administration Office, 1504 Third Avenue, Rock Island IL 61201; Bid Package is available at rockislandcounty.org. Please contact the County Administration Office for additional information. Phone: 309-558-3605 Fax: 309-786-4473 or Email: jsnider@co.rock-island.il.us.

Rock Island County reserves the right to reject any and all bids.



**FORMER OAK GLEN HOME PROPERTY
11210 95TH ST, COAL VALLEY, IL, 61240**



Approximately 60 Acres

Approximately 16 Acres

Approximately 12 Acres

Approximately 20 Acres

Approximately 67 Acres

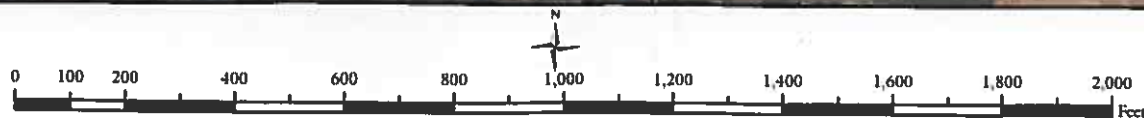
Approximately 27 Acres

Approximately 55 Acres

Approximately 35 Acres

113TH AV

*DISCLAIMER: Rock Island County assumes no liability as to the accuracy of any data displayed herein. The data is NOT SURVEY GRADE and is intended solely for general reference purposes. *2019 Aerial Photography*



Rock Island County Farm Lease

THIS INDENTURE, made and entered into this 19th day of January, 2021, by and between _____, hereinafter called the TENANT, and the County of Rock Island, State of Illinois, hereinafter called the LANDOWNER.

WITNESSETH:

1. Subject matter of lease: That the LANDOWNER, for an in consideration of the covenants, agreements and stipulations of the TENANT hereinafter set forth, does hereby demise and lease unto the TENANT the following described property:

Two hundred sixty five (265) acres, more or less, which includes 184.91 FSA approved acres of crop land located in Section Three (3) Township Sixteen (16) North, Range One (1) West of the Fourth Principal Meridian, and commonly referred to as the "County Farm" to be used in connection with agricultural purposes of the TENANT and no other purpose.

The approximately 265 acres does not include approximately 27 acres of non-tillable land which shall remain in use by the County and Sheriff for their uses and on which are located structures and County operations.

2. Term: That the demise and lease entered into herein shall commence on January 19, 2021 and shall continue until the 31st day of December 2025; said term to consist of a five (5) year crop season period.
3. Rental: That in consideration of the demise and leasing of the property aforesaid by the LANDOWNER to the TENANT, the TENANT covenants, stipulates and agrees to pay the LANDOWNER at the office of the LANDOWNER, the sum of TBD based on FSA approval acreage, as follows:

- a. 1st Year: The sum of _____ on or before the 1st day of March, 2021 and the sum of _____ on or before the 30th day of November, 2021.
- b. 2nd Year: The sum of _____ on or before the 1st day of March, 2022 and the sum of _____ on or before the 30th day of November, 2022.
- c. 3rd Year: The sum of _____ on or before the 1st day of March, 2023 and the sum of _____ on or before the 30th day of November, 2023.
- d. 4th Year: The sum of _____ on or before the 1st day of March, 2024 and the sum of _____ on or before the 30th day of November, 2024.
- e. 5th Year: The sum of _____ on or before the 1st day of March, 2025 and the sum of _____ on or before the 30th day of November, 2025.

Said rental payments shall be made payable to the County of Rock Island and considered delivered upon receipt of same being in the hands of the County Treasurer. A one percent (1%) monthly interest charge shall be made on all overdue balances.

The parties furthermore agree that the LANDOWNER shall not be responsible for expenses incurred by TENANT in connection with fencing,

field tile, ground limestone and rock phosphate, except as specifically agreed to in writing hereafter by LANDOWNER.

TENANT shall be entitled to retain all FSA Contract Moneys and be responsible for compliance and completion of all FSA CRP Contracts in accordance with those terms and bear all responsibility for noncompliance as the Operator.

4. LANDOWNER'S Investments and Expenses: The LANDOWNER agrees to furnish absolute possession of all existing property, as such property and improvements stand and shall not be obligated to furnish any other property or improvements of whatever nature or description except as specified in the following section. The LANDOWNER agrees to reimburse the TENANT for any damage to growing crops when exercising their option to use any of the described leased land for the operation or sale of Rock Island County Farm. If TENANT and LANDOWNER cannot agree on a price of damage to growing crops, each party agrees to hire a Farm Manager to arrive at a price.
5. TENANT'S Duties in Operating Farm:
 - a. The TENANT further agrees that he will own and furnish farm machinery.
 - b. Activities Required:
 - i. To cultivate the farm faithfully and in a timely, thorough and business-like manner.
 - ii. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
 - iii. To prevent noxious weeds from going to seed on said premises, to destroy the same and keep the weeds and grass out.
 - iv. To haul out and spread all manure as soon as practicable on appropriate fields, if applicable.

- v. To keep open ditches, tile drains, tile outlets, grass waterways and terraces, pertaining to all facilities used by the TENANT, in good repair.
- vi. To preserve established watercourses or ditches and to refrain from any operations that will injure them.
- vii. To keep open premises in as good repair and condition as they are when he takes possession, ordinary wear, loss by fire, or unavoidable destruction accepted.
- viii. To keep farmstead neat and orderly.
- ix. To prevent all unnecessary waste or loss of damage to the property of the LANDOWNER.
- x. To follow a conservation plan approved by the USDA-NRCS.

c. Activities Restricted:

- i. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDOWNER:
 - 1. Not to assign this Lease to any person or persons or sublet any part of the premises.
 - 2. Not to permit any person or persons to hunt or trespass on the premises herein described.
 - 3. Not to erect or permit to be erected any structure or building, without written consent of the LANDOWNER as to the location of such structures or buildings, or to incur any expense to the LANDOWNER for such purpose.
 - 4. Not to cut live trees for sale purposes or personal use.
 - 5. Not to permit the erection of any commercial advertising signs on the farm.
- 6. Right to Inspection: The LANDOWNER, or its designated agent, shall have the right to inspect periodically, all the leased premises at reasonable times throughout the lease period, provided that said inspections shall be upon notice furnished to the TENANT and that they shall not result in any damage to soils, crops, etc.

7. Insurance: Before a contract is signed, the Landowner will ask the tenant to provide proof of insurance satisfactory to the Landowner and documentation evidencing that the Tenant maintains insurance that meets the following minimum requirements:
- A. General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, \$2,000,000.00 aggregate.
 - B. Worker's Compensation and Employer's Liability Insurance, of not less than 500/500/500, covering all employees and subcontractors of Tenant as required by law in the State of Illinois.
 - C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Tenant in the performance of the Agreement.
 - D. Tenant shall furnish a certificate of insurance satisfactory to the Landowner as evidence that the insurance required above is being maintained.
 - E. The certificate of insurance must include the following provisions:
 - a. The Landowner must be named as an additional insured under the Tenant's General Liability insurance. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
 - b. The Tenant shall not cancel insurance coverage. Insurance shall be kept in force during the duration of the contract and for a minimum of at least 30 days thereafter.
 - c. When entering into a contractual agreement with the Landowner, the Tenant shall agree to indemnify and hold harmless the Landowner, their officers and employees, from and against any and all claims, losses, judgments, liabilities or claims for attorneys' fees arising out of or resulting from Tenant's performance of its duties pursuant to the contract.
 - d. The Tenant's insurance coverage shall be primary insurance as respects the Landowner, its officers, officials, employees and volunteers.
 - e. Any failure of the Tenant to comply with the reporting provisions of the policies shall not affect the Tenant's obligations provided to the Landowner, its officers, officials, employees, or volunteers under this agreement.

8. Indemnification: The Tenant shall agree to indemnify and hold harmless the Landowner, their officers and employees, from and against any and all claims, losses, judgments, liabilities or claims for attorneys' fees arising out of or resulting in whole or in part from Tenant's use of the land and performance of its obligations pursuant to this Agreement. The duty to indemnify shall survive the expiration of the contract.
9. Termination of Other Agreements: This agreement shall terminate all other Leases or Lease Agreements that may have been heretofore entered into the parties hereto.
10. Sale of Property: The LANDOWNER reserves the right to sell any or all said property during the term of this agreement, subject to the provisions of this agreement.
11. 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 30 days from the date of such notice.
12. Yielding Possession: The TENANT agrees that at the expiration or termination of this lease, he will yield possession of the premises to the LANDOWNER without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDOWNER a penalty of \$200.00 per day. At the expiration of the lease term, tenant shall assign the CRP agreement to the successor tenant and shall effectuate such assignment through the proper regulatory and government authorities.
13. LANDOWNER'S Lien for Rent and Performance: The LANDOWNER'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 LANDOWNER in enforcing collection or performance shall be added to and become part of the obligations payable by the TENANT hereunder.

14. Mineral Rights: Nothing in this lease shall confer upon the TENANT any rights to minerals underlying said land, but the same are hereby reserved by the LANDOWNER together with the full right to enter upon the premises to bore, search, and excavate rubbish and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purposes. The LANDOWNER 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.

15. Extent of Agreement: The terms of this lease shall be binding on the heirs, executors, administrators and assigns of both LANDOWNER and TENANT in like manner as upon the original parties. The obligation of the parties to the lease designated herein as TENANTS shall be binding upon each of them individually as well as jointly, the provisions of any contract or agreement between TENANTS withstanding.

In WITNESS whereof, the undersigned LANDOWNER has caused these presents to be signed by the Chairman of the Rock Island County Board and approved by the County Board on this 19th day of January, 2021.

Rock Island County (LANDOWNER)

TENANT

Richard Brunk County Board Chairman

ATTEST:

ATTEST:

Karen K. Kinney, County Clerk

Notary Public

DRAFT

KEM/mm 2015
Edited KLS 2020 JS2021

Rock Island County Farm Lease
Bid Tabulation Form

Due by 1:00 p.m. on Monday, January 4, 2021

Bidders Name _____

Address _____

City/State/Zip _____

Email _____

Telephone _____

*FLEX BIDS WILL NOT BE CONSIDERED

Year One Total Rent _____

Year Two Total Rent _____

Year Three Total Rent _____

Year Four Total Rent _____

Year Five Total Rent _____

Years involved in Farming Operation _____

Member in Good Standing of the Rock Island County Farm Bureau? _____

By signing below, bidder acknowledges that they have received a copy of the bid package, which includes the draft farm lease, this bid tabulation form, CRP documentation and a color map of the proposed property available for rent. Bidder further acknowledges that they will provide County of Rock Island with a copy of liability insurance upon award of successful bid. Rock Island County reserves the right to reject any and all bids.

Bidder

Title

No later than 1:00 p.m. on Monday, January 4, 2021; submit to:
County Administration Office - 1504 Third Avenue (2nd floor)
Rock Island IL 61201 - Fax 309-786-4473
jsnider@co.rock-island.il.us