

FORD COUNTY FARM 1 (NURSING HOME FARM)

SEALED BID FORM

STATEMENT OF PROFESSIONAL EXPERIENCE

*Ford County reserves the right to reject any all bids at its discretion

Farm Operator Name: _____ **DATE:** _____

Farm Operator Address:

Address: _____

Contact Information:

Phone: _____

E-mail: _____

Statement of Professional Experience (*please summarize your experience as a farm operator*):

Public purpose (*if any*):

FORD COUNTY FARM 1 (NURSING HOME FARM)

SEALED BID FORM

*Ford County reserves the right to reject any and all bids at its discretion

Farm Operator Name: _____

Bid Rates

104,35 acres at _____ \$ per acre rate

Minimum bid rate \$300.00 per acre

1. Please return this form.
2. Please return the Statement of Experience
3. The lease shall be for a term of 2 year. Twenty-five (25%) of the winning bid shall be due at the time of lease signing. The remaining balance of the lease bid and other amounts due under the terms of the lease, except for the payment of property taxes, will be due on the installment dates. A penalty of 1.5% shall be assessed for any late payment; and
4. The successful bidder will be responsible for the payment of real estate taxes on the property for the leased years. Prior tax information can be obtained through the Ford County Supervisor of Assessments Office, 200 W State Street, Paxton, Illinois
5. The successful bidder must be 18 years of age and a citizen of the United States of America; and
6. The successful bidder will be required to present proof of paid insurance coverage complying with the terms of the lease, with Ford County as an additional insured, to the Ford County Treasurer's Office on or before signing of lease.
7. The Ford County Board reserves the right to reject any and all bids.

I, _____, have reviewed the Ford County Farm Leases dated _____ and, if awarded the contract, agree to abide by the terms and conditions of said contract.

Signature: _____

Parties and Property: By this lease, entered into on [date of lease] (“Lease”), Ford County, Illinois, a body corporate and politic, “Lessor,” demises and lets to [name of lessee], “Lessee,” to occupy and to use for agricultural purposes and for no other purposes, the following real estate located in Ford County, Illinois, described as follows:

That part of the North One-half (N1/2) of the South West Quarter (SW1/4) of Section Five (5) in Township Twenty-three North (T23N) Range Ten East (R10E) of the Third Principal Meridian, lying West (W) of the Illinois Central Railroad, and the South West Quarter (SW1/4) of the North West Quarter (NW1/4) of said section five (5) in Township Twenty-three North (T23N), Range Ten East(R10E) of the Third Principal Meridian, all situated in the Township of Patton, Ford County Illinois;

commonly known as Farm #1 Nursing Home Farm and consisting of approximately 104.40 acres, together with any improvements on the real estate. (“Leased Premises”)

Term of Lease: The Lease term is from **January 9, 2024**, to **November 30, 2025**, unless either party gives written notice to terminate. The Lease’s provisions are binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as on the original parties, unless modified by mutual agreement.

Section I. Rental Provisions

Lessee will pay Lessor, as annual cash rent for the above-described farm, \$. This represents 104.40 acres of cropland at \$ per acre. Payments shall be made in two installments annually.

During the first year of this Lease the first installment consisting of twenty-five percent of the total due hereunder is to be paid upon execution of the Lease and the second payment consisting of the remaining balance of the total due hereunder is to be made on or before June 1, 2024.

In each subsequent year of the Lease, the total amount due hereunder shall be paid as follows:

Year 2 Fifty percent due December 1, 2024 – Fifty percent due June 1, 2025

Failure to make payments in full on or before the due dates set forth above shall constitute a breach of the Lease by the Lessee, and the Lessor shall be entitled to the remedies provided in section VIII below.

In addition to any other remedies provided in this Agreement, the Lessor may impose a 2.0% penalty for any late payments.

Section II. Land Use and Cropping Program

Lessee will cultivate approximately 103.41 acres of the farm. .91 acres are to remain in wood lot, waterways, terrace strips, and / or access roads and are not to be grazed or tilled for farming. Lessor and Lessee annually will jointly decide on the cropping program to be followed.

Section III. Lessor's Investment and Expenses

Lessor will furnish the property, and will pay the items of expense, listed below:

- A. The above-described farm, including fixed improvements on the farm, except as provided in Section VI.
- B. Materials for necessary repairs and improvements to buildings and permanent fences, except as provided in Sections IV-E and VI-A.
- C. Skilled labor employed in making permanent improvements, or repairs costing more than \$[dollar amount of improvements].
- D. Current soil test levels including Recommendation Summary at commencement of lease.
- E. Other items: [list of other items].

Section IV. Lessee's Investment and Expenses

Lessee will furnish the property and service, and to pay the items of expense, listed below:

- A. All the machinery, equipment, and labor necessary to farm the premises properly.
- B. The hauling to the farm, except when otherwise agreed, of all material Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled labor, required for such repairing and improving.
- C. All seed, inoculation and disease-treatment materials, and fertilizers, except those which Lessor agrees to furnish in Section III, above.
- D. [List of other items].

Section V. Lessee's Duties in Operating Farm

Further, Lessee will:

- A. Faithfully cultivate the farm in a timely, thorough, and businesslike manner and maintain soil test level no less than optimal conditions for 200 bushel corn and 60 bushel bean removal every 2 years and show proof of application to the county.
- B. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut. Ditches are to be cut twice a year after August 1st and before April 15th.
- C. Keep the fences (including hedges), and other improvements on the premises in as good

repair and condition as they are at the commencement of the Lease, or in as good repair and condition as they may be put by Lessor during the term of the Lease, ordinary wear, loss by fire, or unavoidable destruction excepted.

- D. Apply no less than **200** pounds of phosphorus and potassium per acre per year for corn/bean rotation, or **200** pounds of phosphorus and **250** pounds of potassium per acre per year for corn/corn rotation, or **200** pounds of potash per acre per year for bean/bean rotation. Any other crop production rotation must be approved by the Lessor.
- E. Maintain per acre per year for limestone applications for the tillable acreage on or before the First day of June each year of this Agreement.
- F. Take proper care of, and prevent injury to, all trees, vines, and shrubs except those growing in designated waterways or terrace strips for erosion prevention.
- G. If employed during operation of this Agreement, haul out and spread all manure as soon as practicable on fields agreed on by Lessor and Lessee.
- H. Keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
- I. Prevent all unnecessary waste, or loss, or damage to the Lessor's property.
- J. Allow only Lessee's on stalk fields without Lessor's consent.
- K. Follow standard disease treatments of all seeds.
- L. Keep the farmstead neat and orderly.
- M. To comply with pollution control and Environmental Protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with local, state, and federal agencies.
- N. Pay the real estate taxes assessed on the Leased Premises on an annual basis on or before the due dates of said taxes.
- O. Sign any and all agreements, contracts, documents, when authorized by Lessor required to enter into any programs which the Lessor, in its sole discretion, deems appropriate for the use, benefit, or improvement of the land, provided that any such agreements, contracts, or documents shall not interfere with Lessee's use of the land as set forth in this Lease.
- P. Use any and all grants or other funds received to improve the land for the purposes set forth in the terms of any such grant and for no purposes not authorized by the grant or other source of funding.

Section VI. Restricted Activities

Lessee further agrees, unless the written consent of the Lessor has been obtained:

- A. Not to assign this Lease to any person or persons or sublet any part of the Leased Premises.
- B. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
- C. Not to add electrical wiring, plumbing, or heating to any building. (If consent is given such additions must meet standards and requirements of power and insurance companies.)
- D. Not break up established water courses or ditches or undertake any other operation that will injure them.

- E. Not to plow permanent pasture or meadowland.
- F. Not allow noxious weeds to go to seed on the premises, but destroy them, and to keep trim the weeds and grass on the roads adjoining the Leased Premises.
- G. Not to allow any stock on any tillable land except by annual agreement.
- H. Not burn cornstalks, straw, or other crop residues grown on the farm, except by permission of Lessor, but leave or spread all such material on the land, and in no case remove from the farm any such material without the Lessor's consent.
- I. Not to cut live trees, except by permission of Lessor, but use only dead or down timber not suitable for saw logs or posts.
- J. Not to erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs.
- K. Not to interfere with the authorized use by individuals of Lessor's non-tillable acres adjacent to or a part of the Leased Premises. Lessor retains the hunting rights to the Leased Premises.
- L. Not to enter into other occupation, business or sideline on the Leased Premises unless it is with the Lessor's written approval.
- M. Not to house automobiles, motor trucks, or tractors on the Leased Premises without the Lessor's written permission.
- N. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, use, default or possession. Lessee shall 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:

Section VII. Management and Business Procedures

The Lessor and Lessee agree that they will observe the following provisions:

- A. Except when mutually decided otherwise, the land use and cropping shall be approximately as follows:
 - a. **104.40** acres for rotated crops
 - b. **0.00** acres in permanent pasture
 - c. **0.00** acres in non-grazed woodland
 - d. **0.14** acres in building and lots
 - e. **0.80** acres in terrace strips

- B. For the term of the Lease, Lessee shall maintain insurance with a carrier acceptable to the Lessor, insuring Lessee while performing on the Leased Premises hereunder for the following types and in stated minimum amounts:
 - a. Liability Insurance \$1,000,000.00 per person and \$1,000,000.00 per occurrence
 - b. Property Damage \$500,000.00 per occurrence
 - c. Worker's Compensation as required by law

Lessee shall furnish Lessor with a certificate of insurance. Said certificate shall list Lessor as an additional insured party and shall require 30-days notice to Lessor prior to

termination of coverage.

- C. The Lessee shall keep production records of the farm business including but not limited to acres planted, yields, soil testing, mowing and identifying problems or potential needed repairs and furnish a report to the Lessor, on such forms as the Lessor may provide, on or before the 15th day of the month after completion during the term of this Agreement, unless waived by the Lessor. Lessee will appear no less than quarterly at meetings of the Ford County Board Overview Committee to provide a report to said committee and answer questions regarding the management and operation of the Leased Premises.
- D. Prior to the commencement of this Lease, the Lessor shall have the premises tested to determine soil fertility ("Initial Levels"). Lessee shall thereafter be responsible for having the soil tested following harvest in each of the even years of this Lease prior to lease expiration, and shall maintain fertility at a minimum of the Initial Levels. All costs and expenses associated with testing and maintenance of the Initial Levels shall be borne by the Lessee.
- E. If, during the last six months of the Lease term or after notice to terminate has been given, the parties fail to agree on questions of land use, cropping system, fertilizer applications, or any deviations from the Lease provisions, the specific agreements in this Lease shall prevail or, in the absence of agreements in the Lease, the Lessor shall decide and the Lessee agrees to abide by the Lessor's decisions. The Lessor's decisions shall not contradict any provisions in this Lease or violate good farming procedures.
- F. Both Lessor and Lessee affirm the public interests and goals of minimizing soil erosion losses, preventing the growth and spread of noxious weeds, protecting waterways and water sources, protecting wildlife, and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the least premises. To these ends they agree to implement as far as possible the best management practices recommended by the Natural Resource Conservation Service and to cooperate with that agencies soil and water conservation programs.
- G. Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.

Section VIII. Default, Possession, Lessor's Lien, Right of Entry, Mineral Rights, Liability, Extent of Agreement

The Lessor and Lessee agree to the following provisions.

- A. 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 not less than 14 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section and any amendments to this Lease.

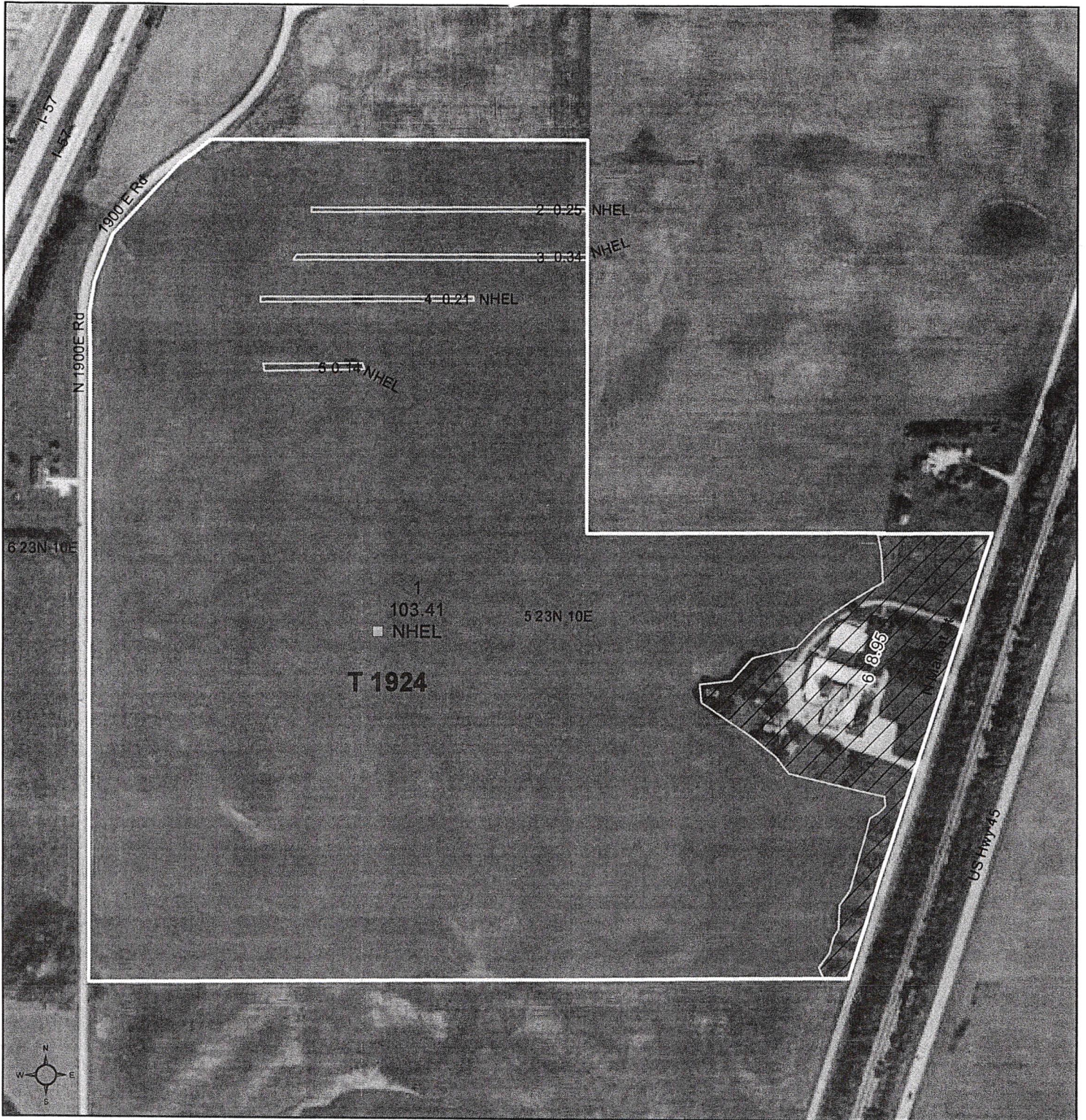
- B. The Lessee agrees at the expiration or termination of this Lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee fails to yield possession, the Lessee shall pay to the Lessor a penalty of \$500.00 per day or the statutory double rent, whichever is less, for each day the Lessee remains in possession thereafter, in addition to any damages caused by the Lessee to the Lessor's land or improvements, and said payments shall not entitle the Lessee to any interest of any kind or character in or on the premises.
- C. All costs and attorney fees of the Lessor in enforcing collection or performance shall be added to the obligations payable by the Lessee.
- D. The Lessor's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Lessee in favor of Lessor, shall be the security for the rent herein specified and for the faithful performance of the terms of the Lease. The Lessee shall provide the Lessor with the names of persons to whom the Lessee intends to sell crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Lessee consents to any filing required by law to perfect the statutory Lessor's lien upon crops. If the Lessee fails to pay the rent due or fails to keep any of the agreements of this Lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Lessee.
- E. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of crops, to develop mineral resources as provided in Clause E below, or, after constructive notice has been given that the Lease may not be extended, and following severance of crops, to plow and prepare a seed bed, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Lessee in carrying out the regular farming operations.
- F. Nothing in this Lease shall confer upon the Lessee any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Lessee for any actual damage the Lessee may suffer for crops destroyed by these activities and to release the Lessee from obligation to continue farming this property when development of mineral resources interferes materially with the Lessee's opportunity to make a satisfactory return.
- G. The Lessee takes possession of the Leased Premises subject to the hazards of operating a farm and assumes all risk of accidents personally as well as for family, employees, or

agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.



H. The terms of this Lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties.

Section IX. Additional Agreements

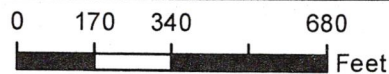
[Description of other specific agreements].



Common Land Unit





-  Non-Cropland
-  Cropland

Tract Boundary
plss_a_il



2022 Program Year
Map Created November 10, 2021

Wetland Determination Identifiers

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation
-  Compliance Provisions

Tract Cropland Total: 104.35 acres

Farm 933
Tract 1924

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