

## **NOTICE**

Public Auction for Cash Rent for  
Ford County Farmland

### **ONE FARM AVAILABLE**

125.7 Acres of tillable ground out of 156.7 acres total F.S.A. #2944 known as Hatfield/Bowen Farm located in Section 24, Button Township, Ford County, Illinois;

### **Date and Place**

FORD COUNTY SHERIFF'S BOARDROOM AT THE JAIL

235 N. AMERICAN ST., PAXTON, IL. 60957

MARCH 10, 2025

6:00 P.M.

The auction will be held in the Sheriff's Boardroom during the March County Board Meeting during the Farm Committee Report

### **Terms**

1. The land is to be used only for agricultural production; and
2. Bid packets can be obtained at the Ford County Clerk and Recorder's Office, 200 W. State St., Rm. 101, Paxton, Illinois 60957, or, on the Ford County Government homepage [www.fordcounty.illinois.gov](http://www.fordcounty.illinois.gov).
3. Soil fertility information is available at the Ford County Clerk and Recorder's Office, 200 W. State Street, Rm. 101, Paxton, Illinois 60957; and
4. The lease term is from March 10, 2025 to November 30, 2025. 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
5. The successful bidder will be responsible for the payment of 2025 payable 2026 real estate taxes on the property. Prior tax information can be obtained through the Ford County Supervisor of Assessments Office, 200 W State Street, Paxton, Illinois 60957; and
6. All bidders must register prior to the auction on a sign-up sheet at the location of the auction; and
7. The successful bidder must be 18 years of age and a citizen of the United States of America; and
8. The Ford County Board will be present to approve the successful bidder; and
9. 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 **at the time of lease signing**.
10. The Ford County Board reserves the right to reject any and all bids; and
11. Bid packets shall be delivered to the Ford County Clerk and Recorder's Office, 200 W. State St., Rm. 101, Paxton, Illinois 60957, **by March 10, 2025 at 4:30pm**.

**Parties and Property:** By this lease, entered into March 10, 2025 (“Lease”), Ford County, Illinois, a body corporate and politic, “Lessor,” demises and lets to **[name of lessee]**, “Lessee,” to occupy and to use for the purposes set forth herein and for no other purposes, the following real estate located in Ford County, Illinois, described as follows:

O3, SW ¼ Section 24 R10E Button Township, commonly known as Hatfield/Bowen County Farm #3, FSA Farm #2944 and consisting of FSA reported **125.7** cropland acres, excluding all other non-cropland FSA reported acres (31 acres in government program), as well as any buildings and improvements on the real estate. (“Leased Premises”)

**Term of Lease:** The Lease term is from **March 10, 2026**, to **November 30, 2026**, 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 **125.7** 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, **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 per month on the remaining balance due for any late payments.

### **Section II. Land Use and Cropping Program**

Lessee will cultivate approximately **125.7 acres** of the farm. An additional **31 acres are to remain in Government program enrollment under a separate agreement. Zero** acres are to remain in wood lot and are not to be grazed. 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 \$1,000 except in situations where negligence on the part of the lessee is the cause of the improvement or repair (ie. running over/damaging terraces or catch basins).

D. 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.
- E. [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.
- 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 at a minimum, but specifically at least once before harvest, and not between dates that coincide with the USDA nesting season .
- C. Keep the buildings, 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 the amount of nutrients removed by the crop during the crop year per University of Illinois or similar widely accepted and accredited institutional recommendation. All removal rates will be updated annually with the Lessor before application takes place. The lessee shall follow a standard corn, soybean, corn rotation unless previously discussed and approved by the farm committee and majority of the Ford County Board. .
- E. Limestone will be applied as needed to maintain a pH of 6.5-6.8 and is to be verified through soil testing. In addition, limestone shall be purchased from pits that only aid in the soil fertility needs, meaning they do not throw certain essential and non-essential material levels to build out of the norm nutrient levels for crop production, not necessarily the cheapest per ton.
- F. Take proper care of, and prevent injury to, all trees, vines, and shrubs except those that are growing in waterways, terraces, fence lines, etc.
- G. Keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
- H. Prevent all unnecessary waste, or loss, or damage to the Lessor's property.

- I. Keep the farmstead neat and orderly.
- J. Allow only Lessee's on stalks on the premises without Lessor's consent.
- K. 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.
- L. Pay the real estate taxes assessed on the Leased Premises on an annual basis on or before the due dates of said taxes.

## **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 trim the weeds and grass on the roads adjoining the Leased Premises.
- G. Not to allow any livestock 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 those that are growing in waterways, terraces, or fence lines
- 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, default or possession. Line 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. 100% acres for rotated crops
  - b. \_\_\_\_% acres in permanent pasture
  - c. \_\_\_\_% acres in non-grazed woodland
  - d. \_\_\_\_% acres in building and lots
  - e. XX% acres in other: **31 Acres on premises enrolled in other government programs and will be avoided with machinery and any and all chemical applications.**

- 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. Crop Insurance \$\_\_\_\_\_ per acre or not less than 70% crop loss coverage \_\_\_\_\_% Actual.
- b. Liability Insurance \$1,000,000.00 per person and \$1,000,000.00 per occurrence
- c. Property Damage \$500,000.00 per occurrence
- d. 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 60-days' notice to Lessor prior to termination of coverage.

- C. The Lessee shall keep production records of the farm business and furnish a report to the Lessor by August 1 regarding all planting information (brand, hybrid, population, fertilizer applied with rates, chemicals applied and rates, and December 1st with all harvest data, tillage done, and proof of fertilizer and limestone application in accordance with Section 5 D and E above. Lessee will be expected to attend at least a semi-annual meeting of the farm committee or entire county board to review current conditions and any maintenance the farm may require.
- D. Prior to the commencement of this Lease, the Lessor shall have the premises tested to determine soil fertility ("Initial Levels"), unless such tests are available from prior lessee, in which case those shall serve the same purpose. Lessee shall thereafter be responsible for having the soil tested following harvest in each of the even calendar years of this Lease 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. Nor shall this Lease confer upon the Lessee any right to contract with or otherwise bind the land for any Wind Energy Conversion System or Solar farming. Such rights are exclusively retained by the Lessor. 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, wind, or solar\_resources interferes materially with the Lessee's opportunity to make a satisfactory return.
  
- G. Lessor prefers all inputs and crops for said farm be purchased from and sold to a Ford County agricultural business as applicable.
  
- H. 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.
  
- I. 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].

FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

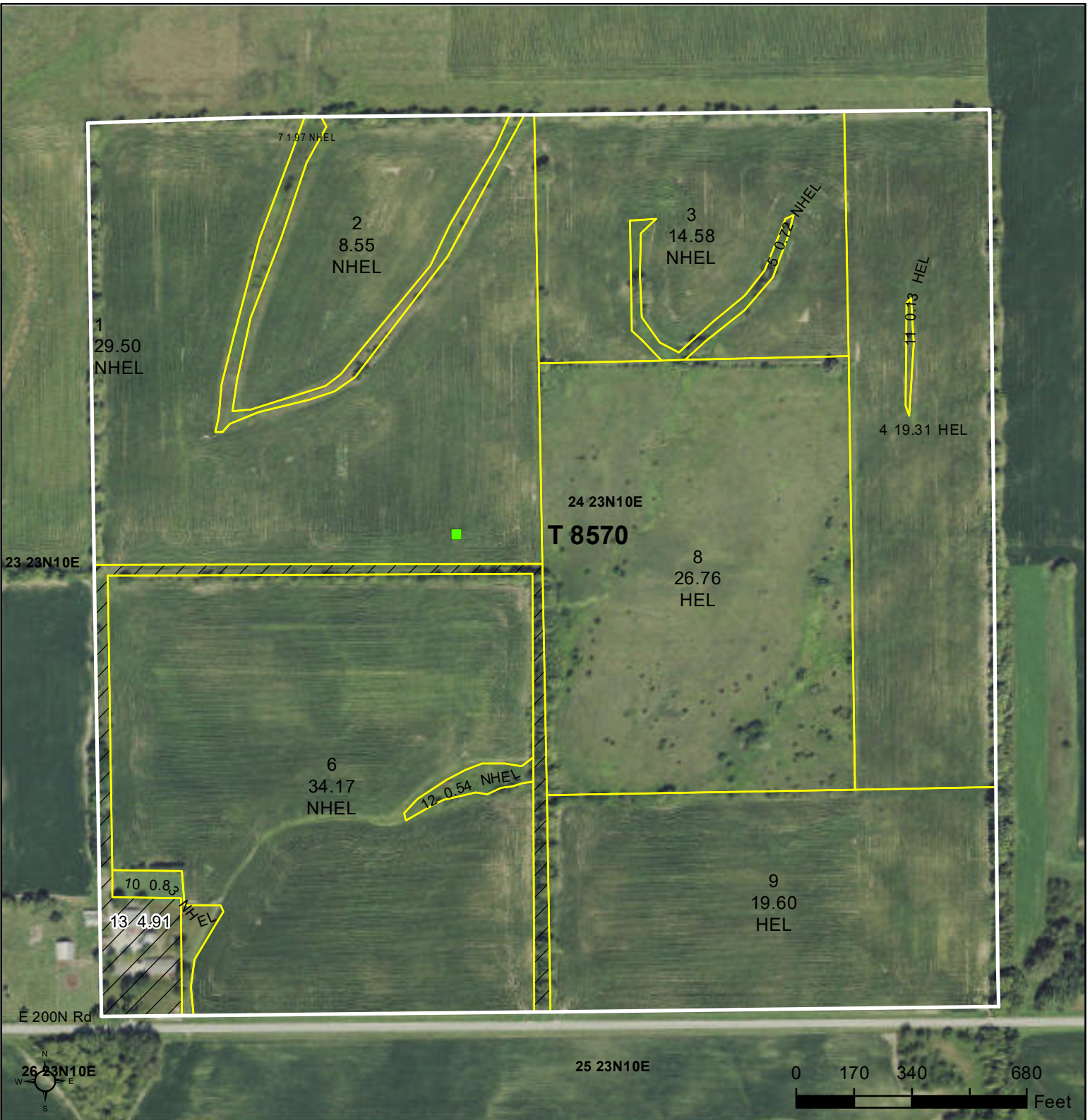
OPERATOR: Signed: \_\_\_\_\_ Date: \_\_\_\_\_

FORD COUNTY:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Chase McCall

CHAIRMAN, FORD COUNTY BOARD



**Legend**

- Tract Boundary
- Non-Cropland
- Cropland
- CRP

**Wetland Determination Identifiers**

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

2024 Program Year  
Map Created March 07, 2024

Farm **2944**  
Tract **8570**

Tract Cropland Total: 156.66 acres

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