

## CASH RENT LAND LEASE

This lease made this 19th day of February, 2025 by and between **Rochester Community Unit School District #3A, Rochester, IL** ("Lessor") and Greg Leach, dba Leach Farms, of Springfield, Illinois, ("Lessee").

- 1) **Property**: Lessor hereby leases to Lessee, for crop production purposes, the following described property *(Total acreage of 40 acres lies on both parcels. So not all ground listed in the legal descriptions is available for crop production. The approximate tillable acreage is 40 acres more or less and can be verified by GPS location markers provided by FSA, Actual Tillable Ground, Google Maps and confirmed by the district. The tillable portion of the remaining ground is located to the south of the Intermediate School building and soccer fields and is bordered by Maxhiemer Road on the east and Cardinal Hill Road to the west. The Lessee must not plant closer than 5 feet from the approved property line that has been set by the school district on the southern border of school soccer fields. The school district takes no responsibility if crops are damaged by the lessee/vendor for not adhering to this agreement.)*

Part of the Southeast Quarter of Section 15, in Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at an iron pin at the Southeast corner of said Southeast quarter, thence North 88 degrees 01 minutes 56 seconds West, on the South line of said Southeast quarter, 1,443.50 feet to an iron pin; said iron pin being on a curve to the right having a radius of 270.00 feet, thence Northeasterly on said curve to the right a chord bearing of North 04 degrees 12 minutes 16 seconds East, a chord distance of 304.60 feet to an iron pin at the end of said curve; thence North 38 degrees 22 minutes 34 seconds East, 350.00 feet to an iron pin and the beginning of a curve to the right having a radius of 25.00 feet; thence Northeasterly on said curve to the right a chord bearing of North 61 degrees 49 minutes 36 seconds East, a chord distance of 19.76 feet to an iron pin at the end of said curve and the beginning of a new curve to the left having a radius of 55.00 feet; thence Northeasterly on said curve to the left a chord bearing of North 06 degrees 27 minutes 26 seconds East, a chord distance of 109.96 feet to an iron pin at the end of said curve and the beginning of a new curve to the right having a radius of 25.00 feet; thence Northwesterly on said curve to the right a chord bearing of North 74 degrees 44 minutes 27 seconds West, a chord distance of 19.76 feet to an iron pin and the end of said curve; thence North 51 degrees 27 minutes 26 seconds West, 151.91 feet to an iron pin; thence North 38 degrees 22 minutes 34 seconds East, 350.00 feet to an iron pin; thence South 51 degrees 27 minutes 26 seconds East, 394.65 feet to an iron pin; thence South 88 degrees 01 minutes 56 seconds East, 842.22 feet to an iron pin on the East line of said Southeast quarter; thence South 00 degrees 09 minutes 49 seconds West, on said East line, 805.40 feet to the point of beginning, containing 26.4126 acres, more or less.

Part of Sangamon Co. PIN 23-15.0-426-009 now 23-15.0-426-021

AND

Part of the East Half of the Southeast Quarter and part of the East Half of the Northeast Quarter, all in Section 15, Township 15 North, Range 4 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at a 5/8" Iron Pin at the Southeast corner of said East Half of the Southeast Quarter of Section 15, as recorded on monument record document number 91009491, thence North 00 degrees 09 minutes 49 seconds East, on the East line of said East Half, 805.40 feet to the point of beginning.

From said point of beginning, thence North 88 degrees 01 minutes 56 seconds West, 842.22 feet to a point;

thence North 51 degrees 27 minutes 26 seconds West, 521.55 feet to a point, thence North 34 degrees 57 minutes 14 seconds East, 347.80 feet to a point; thence North 27 degrees 54 minutes 32 seconds East, 331.92 feet to a point; thence North 15 degrees 14 minutes 03 seconds East, 355.06 feet to a point; thence North 00 degrees 09 minutes 49 seconds East, parallel with the East line of the Northeast Quarter of said Section 15, 532.65 feet to a point on the South right of way line of Buckhart Road (County Highway #4); thence North 86 degrees 44 minutes 52 seconds East on said South road right of way line, 80.36 feet to an existing right of way marker; thence South 89 degrees 32 minutes 03 seconds East, on said South road right of way line, 383.57 feet to an existing right of way marker; thence North 01 degrees 28 minutes 42 seconds East on said South road right of way line, 10.00 feet to an existing right of way marker, said marker being on a curve to the right having a radius of 10,864 feet; thence Southeasterly on said South road right of way line on a curve to the right, a chord bearing of South 87 degrees 49 minutes 06 seconds East, a chord distance of 266.67 feet to the end of said curve; thence South 87 degrees 06 minutes 55 seconds East, on said South road right of way line, 74.94 feet to a point on the East line of the East Half of said Section 15; thence South 00 degrees 09 minutes 49 seconds West, on said East line of Section 15, 1805.03 feet to the point of beginning, containing 38.802 acres, more or less.

Part of Sangamon Co. PIN 23-15.0-426-009--now 23-15.0-426-025

**See attached approximate drawing for actual acreage to be farmed.**

2) Term of Lease: The term of this Lease shall be for a period of eleven (11) months commencing on February 1, 2024 and ending on January 1, 2025. The parties hereby agree this lease may be renewed annually upon agreement of the parties, unless the board of education determines to place the contract out for bid. No ground work will begin prior to a written contract being in place. Lessee shall not sub-lease.

3) Rent and Time of Payment: Lessee agrees to pay the Lessor the following:

- a. Lessee will pay Lessor \$ 405.00 per tillable acre based on 40 acres more or less (39.13 tillable acres) for an agreed upon total price of \$ 15,847.65.

Payments will be made as follows: Full Payment of the total contract price will be due on April 30th, 2025.

- b. Each year, by no later than September 30<sup>th</sup>, the Board will determine if adjustments/changes are needed in rental prices, contract language or if the district will re-bid. The Board also retains the right to re-bid the lease if they deem it to be in the best interest of the school district. The Board will convey this information and/or changes with the lessee by September 30<sup>th</sup> for the following years growing season.
- c. The cost of providing all necessary documents needed for the Farm Service Agency will be the responsibility of the Lessee. The Lessee will maintain all FSA records required for eligibility in USDA farm programs. For the period of the lease the Lessor would grant Power of Attorney to the Lessee as would be necessary to file reports, secure information, and otherwise deal with the Farm Service Agency, USDA and other related agencies for that purpose only.

- d. Should crops be damaged prior to harvest as a result of activity taken by Lessor, the Lessee will be compensated in full for the expenses for the lost crop in the year that the loss occurs. (Please see page 1 for exceptions to this item.) This compensation, based on acres or portions thereof lost, as determined by two independent authorities and an administrator from District #3A, would be in the form of a deduction from the annual payment due the District. The deduction would be determined upon harvest completion to determine bushels per acre and price per bushel at that time.
- 4) Expenses: In addition to the rent, Lessee shall pay all crop and harvest expenses and any expenses related to the crop production, delivery, and sale thereof with no exceptions. In addition:
- a. Lessee agrees to provide all needed material, equipment, labor, fuel, seeds, inoculation, disease treatment, fertilizers, chemicals and power necessary to farm the land properly.
  - b. Lessor agrees to pay the expense of any real estate tax due, if in fact such tax becomes due and payable on such property.
- 5) Operation and Maintenance:
- a. Lessee shall operate and maintain the property in a good high quality condition and is responsible for controlling weeds on the property. Lessee shall control soil erosion by using generally accepted soil conservation practices, using reasonable care and maintaining existing conservation practices. Lessee will comply with all applicable laws, statutes, ordinances, regulations, rules and codes of any and all governmental agencies relating to soil conservation practices.
  - b. Lessee shall use fertilizers, herbicides and insecticides within the recommended rate of application for the corresponding soil types and conditions. Lessee shall not use hazardous substances as defined by state or federal law on the property. No chemicals or chemical containers will be disposed of on the property.
  - c. Lessee shall apply fertilizers and limestone in a way to properly maintain soil fertility levels based upon state crop removal schedules. Soil condition must be maintained during the duration of this lease. A comparison of soil samples taken prior to this lease will be compared to soil samples taken at the end of the lease. Any cost incurred to bring soil back to its original condition will be the sole expense of the "Lessee" and not the owner.

- d. Lessee shall comply with pollution control and environmental protection requirements as mandated by the state.
- e. Lessee shall preserve established watercourses or ditches and refrain from any operation that will injure them.
- f. The Lessee shall provide the Lessor, annually, a written report indicating the product name, amount distributed and date of application of all chemicals applied to the land, including pesticides, fertilizers and herbicides.
- g. Lessor shall have the right to place signs on the property.
- h. The Lessee retains no rights to the property other than for crop production purposes in a given year. No sub-letting or sub-leasing is allowed without written consent of the Lessor signed by the Superintendent, Director of Business Services and Board of Education President. No permanent or temporary structures will be permitted on the property including stands for the purposes of selling fruits, vegetables etc.. No livestock, horses or fowl of any kind will be permitted. The Lessee will not use the property for equipment storage or dumping. Spreading of sewage waste will not be permitted. Lessee shall not burn containers, straw or other crop residues grown on the property.
- i. Lessor agrees to provide Lessee with authority to act as attorney-in-fact (Power Of Attorney) for the purpose of the accurate and timely filing of U.S. Department of Agriculture for FSA-211 for use by the Farm Service Agency, Commodity Credit Corporation, and Federal Crop Insurance Corporation.
- j. Lessor also will provide and have on file a document indicating that the District #3A Superintendent, Director of Business Services and the Board of Education President will be authorized to sign as Grantor, authorizing Power of Attorney on form FSA-211.
- k. The Lessee shall keep open any and all ditches, tile outlets, tile drains, grass waterways and terraces in good condition. Ditches shall be mowed by the lessee when deemed necessary.
- l. The Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements, social security, state and federal tax and workers' compensation contributions and the Lessor will have no responsibility thereof.
- m. The land use and cropping shall be approximately 100% of all tillable acreage for rotated crops.

- n. Lessee take 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.
  - o. Lessee shall not impede upon the land that is under construction or determined to be property used by the school district's contractor by no closer than 10 feet from contractor determined property line.
- 6) Liability Insurance: Lessee agrees to indemnify Lessor for any liability arising out of any claim for personal injuries or property damage occurring on the Property as a result of the farming operation. Upon signing of this lease, Lessee assumes all risks associated with farming operations and assumes all risk of accidents personally as well as for family, employees or agents in pursuance of farming such ground. As a further protection to the Lessor, Lessee agrees to maintain and carry a policy of insurance for the term of this lease (including any renewal) against any such claims, demands and actions in an amount of not less than one million dollars (\$1,000,000) combined single limit. **Rochester CUSD #3A shall be named as additional insured on that policy and provided a certificate of insurance to Lessor within 10 days of the execution of this agreement.**
- 7) Mineral Rights: Nothing in this lease shall confer upon the Lessee any right to minerals underlying the land. Mineral rights remain with the owner.
- 8) Landowners Lien: The Landowners lien as provided by law on crops to be grown, growing crops, grown crops and harvested crops shall be the security for the rent herein specified and for the faithful performance of the terms of this lease on the tillable ground documented in this agreement. Secondly, the Lessee is personally liable for the cash rent due the Lessor.
- 9) Sale/Change of Use: In the event the Lessor enters into a binding contract or other such agreement to sell or change the use of the Property during the term of the lease, then Lessor may terminate the lease. Upon delivery of such notice of termination to Lessee, this lease shall automatically terminate, provided however, the party terminating the lease will reimburse the Lessee its direct reasonable out-of-pocket expenses actually incurred by the Lessee for the intent of planting of crops on the property: or, in the event such crops have already been planted, Lessor will purchase that portion of crops affected at a price reasonably estimated to reflect the market value at the of termination of the lease.
- 10) Right of Entry: Lessor reserves rights to itself, its agents or its employees to enter the Property at any reasonable time to perform inspection, surveying, geotechnical, soil, percolation, environmental, land planning, educational and other pre-developmental testing. (Please see page 1 for exceptions to this item.) In the event such testing occurs after the spring preparation for planting has begun and before the harvest of the planted crop, Lessor agrees to pay the Lessee for any damage to prepared land at the direct and reasonable out-of-pocket expenses actually incurred: and /or, to reimburse lessee for damage to crops destroyed by these activities at a

price reasonably estimated to reflect the market value at the time the damage is incurred.

- 11) Termination upon Default: If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice by certified mail, citing the instances of default and specifying a termination date of 10 days from the date of such notice.
- 12) Costs and Attorney Fees: If the Lessee fails to pay the rent due or fails to keep the agreements of this Lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become part of obligations payable by the Lessee hereunder.
- 13) Binding on Heirs: The terms of this lease shall be binding on the heirs, executors, administrators and assigns of lease.

**Lessor:**

**Rochester Community Unit School District #3A**

Mrs. Suzanne Keller, Acting Superintendent

Ms. Amy Reynolds, Board President

4 Rocket Drive

Rochester, IL 62563

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Board President

Its: Superintendent

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

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

**Lessee:**

Name Leach Farms

Address 3422 Tuxhorn Road

Phone (217) 416-0159

By: Greg Leach

Its: owner

Date: 1.31.2025