

**THE COUNTY OF WILL  
LEASE  
FOR AGRICULTURAL PURPOSES  
ON 53.33 ACRES OF COUNTY LANDFILL PROPERTY**

**THIS LEASE**, made between the County of Will, a body politic and corporation of the State of Illinois (hereinafter referred to as “COUNTY”) and \_\_\_\_\_ (hereinafter referred to as “LESSEE”).

**WITNESSETH:**

That the Will County Board, by virtue of the authority contained in 55 ILCS 5/5-1049.2, and for the consideration hereinafter set forth, hereby leases to Lessee, for a term of twelve (12) months, beginning March 19, 2017 and ending March 18, 2018, but revocable at will by the Will County Board, the following described premises or property identified in Exhibit “1” and Exhibit “3”, totaling approximately 53.33 acres, attached hereto and made a part hereof, hereinafter referred to as the “PREMISES,” for agricultural purposes only, with the right of ingress and egress for such purposes, and in accordance with the land use regulations identified in Exhibit “2”, which is attached hereto and made a part hereof.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of twelve (12) months, beginning March 19, 2017, and ending March 18, 2018, but revocable at will by the Will County Board.

**2. CONSIDERATION**

As consideration for this lease, the Lessee shall pay annual cash rental in advance to the COUNTY in the amount of \_\_\_\_\_, due May 1, 2017, to the order of County of Will, c/o Resource Recovery & Energy Division, 58 E. Clinton Street, Suite 500, Joliet, IL 60432.

Such cash rental shall be in addition to the value of work items, which shall be accomplished by the LESSEE for the maintenance, protection, repair, restoration, and improvement of the leased premises as described in the Land Use Regulations attached as Exhibit “2”.

**3. INSURANCE**

Comprehensive General Liability and Property Damage Insurance. The LESSEE shall procure and maintain during the duration of this contract, Comprehensive General Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries including accidental death to any one person and not less than \$1,000,000.00 on account of any one occurrence and property damage insurance including completed operations broad form in an amount not less than \$1,000,000.00 combined single limit bodily injury and property damage.

**4. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the LESSEE, to \_\_\_\_\_, and if to the COUNTY, to the Will County Chief Executive, Lawrence M. Walsh, 302 N. Chicago Street, Joliet, IL 60432, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid in a post office regularly maintained by the United States Postal Service.

**5. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to “Will County Chief Executive” is equivalent to “said officer” and shall include their duly authorized representatives. Any reference to “Lessee” shall include any subleases, assignees, transferees, successors and their duly authorized representatives.

**6. SUPERVISION**

The use and occupation of the premises shall be subject to the general supervision and approval of the said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

**7. APPLICABLE LAWS AND REGULATIONS**

The Lessee shall comply with all applicable Federal, State, County and Municipal laws, ordinances and regulations wherein the premises are located.

**8. CONDITION OF PREMISES**

The Lessee acknowledges that he has inspected the premises, knows its condition, and understands that the same is leased without any representation or warranties whatsoever and without obligation on the part of the COUNTY to make any alterations, repairs, or additions thereto.

**9. TRANSFERS AND ASSIGNMENTS\**

Without prior written approval of the said officer, the LESSEE shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the said officer.

**10. PROTECTION OF PROPERTY**

The LESSEE shall keep the premises in good order and in a clean, safe condition by and at the expense of the LESSEE. The LESSEE shall be responsible for any damage that may be caused to property of the COUNTY by the activities of the LESSEE under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the COUNTY damaged or destroyed by the LESSEE incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the LESSEE to a condition satisfactory to said officer, or at the election of said

officer, reimbursement made therefore by the LESSEE in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. COOPERATION**

The LESSEE shall cooperate with landfill operator regarding use of property and access to agricultural site. LESSEE recognizes that landfill operator has exclusive rights to landfill portions of the site not farmed, identified in Exhibit "1".

## **12. RENTAL ADJUSTMENT**

In the event the COUNTY revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the LESSEE prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Where the said premises are being used for farming purposes, the LESSEE shall have the right to harvest, gather and remove such crops as may have been planted or grown on said premises, or the said officer may require the LESSEE to vacate immediately and compensation will be made to the LESSEE for the value of the remaining crops. Any adjustment of rent or the right to harvest, gather and remove crops shall be evidenced by a written supplemental agreement, executed by the Will County Chief Executive; PROVIDED, however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the LESSEE with any of the terms and conditions of this lease and in that event any remaining crops shall become the property of the COUNTY upon such revocation.

## **13. RIGHT TO ENTER**

The right is reserved to the COUNTY, its officers, agents and employees to enter upon the premises at any time and for any purposes necessary or convenient in connection with government purposes; to make inspections; to remove materials, except property of the LESSEE; and/or to make any other use of the lands as may be necessary in connection with government purposes, and the LESSEE shall have no claims for damages on account thereof against the COUNTY or any officer, agent, or employee thereof.

## **14. INDEMNITY**

Lessee agrees to indemnify, hold harmless and defend the County of Will, its agents, servants, and employees, and each of them against and hold them harmless from and against any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, litigation expenses and attorney's fees) for or on the account of any injury to the County or to any other person or any death at any time resulting from such injury, or any damage to property or the environment, or any other damage of any type, kind or sort (including damage to County) which may arise or which may have been alleged to have arisen out of or in connection with lessee's use of the property.

## **15. RISK OF LOSS**

The LESSEE shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance, as he may deem necessary to protect himself against such loss or damage.

## **16. RESTORATION**

On or before the expiration of this lease or its termination by the LESSEE, the LESSEE shall vacate the premises, remove the property of the LESSEE and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the LESSEE shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on RENTAL ADJUSTMENT. In either event, if the LESSEE shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the COUNTY without compensation therefore, or the said officer may cause the property to be removed and no claim for damages against the county or its officers or agents shall be created by or made on account of such removal and restoration work. The LESSEE shall also pay the COUNTY on demand any sum, which may be expended by the COUNTY after the expiration, revocation or termination of this lease in restoring the premises.

## **17. NON-DISCRIMINATION**

The LESSEE shall not discriminate against any person or persons or exclude them from participation in the LESSEE'S operations, programs, or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin.

## **18. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the LESSEE, and easements will not be granted which will, in the opinion of the said officer, interfere with the use of the premises by the LESSEE.

## **19. TERMINATION**

This lease may be terminated by the LESSEE at any time by giving at least ninety (90) days notice thereof, in writing, to the Will County Chief Executive. In the case of such termination, no refund by the COUNTY of any rental previously paid shall be made and payment in full of all rent becoming due during the period of notice will be required. In the event the effective date of termination occurs after the start of the planting or harvesting season as specified in the Land Use Regulations, any rent due for the remaining term of the lease shall be due and payable on or before the date of such termination.

## **20. PROHIBITED USES**

a. Certain soil conservation practices may be required by the land use regulations which are identified as rental offsets. By acceptance of such offsets, the LESSEE agrees that he will not accept any Federal or State cost-sharing payments or subsidies for the same soil conservation practices.

b. The LESSEE shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the said officer.

## **21. PROTECTION OF NATURAL RESOURCES**

The LESSEE shall use the premises in accordance with the attached Land Use Regulations and shall at all times: (a) Maintain the premises in good condition and free from weeds, brush, washes, gullies and other erosion which is detrimental to the value of the premises for agricultural purposes; (b) cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the premises; (c) commit no waste of any kind nor in any manner substantially change the contour or condition of the premises except changes required to accomplish soil and water conservation measures as may be authorized by said officer.

## **22. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The LESSEE shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local government agency are hereby made a condition of this lease. The LESSEE shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The LESSEE will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the LESSEE, the LESSEE shall be liable to restore the damaged resources.

c. The LESSEE must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## **23. HISTORIC PRESERVATION**

The LESSEE shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the LESSEE shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **24. SOIL AND WATER CONSERVATION**

The LESSEE shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon the premises at the beginning of or that may be constructed by the LESSEE during the term of this lease, and the LESSEE shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from activities of the LESSEE shall be corrected by the LESSEE as directed in writing by the said officer.

**25. COVENANT AGAINST CONTINGENT FEES**

The LESSEE warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees or established commercial or selling agencies maintained by the LESSEE for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to annul this lease without liability or, in its discretion, to require the LESSEE to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**26. OFFICIALS NOT TO BENEFIT**

No member of or delegate of congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

**27. SEVERAL LESSEES**

If more than one lessee is named in this lease, the obligations of said LESSEES herein named shall be joint and several obligations.

**28. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as other conditions of this lease.

**31. SEVERABILITY**

In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of determination, implement and give effect to the intentions of the parties as reflected herein. All other terms of this agreement and any amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

**32. DISCLAIMER**

This lease is effective only insofar as the rights of the COUNTY in the premises are concerned. The LESSEE shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a U.S. Army Corps of Engineers permit for activities which involve the discharge of dredge or fill material, or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

**33. PENALTY**

That lessees who are planting crops on non-leased County-owned land shall be assessed a penalty three (3) times the per acre annual rental value, multiplied by the approximate non-leased acreage, which will be assessed annually until the encroachment is cured. Lessees who are harvesting rows of crop, designated in the tract management plan to be left in the field for the benefit of wildlife shall be assessed a penalty three (3) times the fair market value of the crop required to be left, as determined by the U.S. Department of Agriculture, Agricultural Statistics Service, for the area surrounding the specific installation. Lessees will also be required to pay the fair market value, as determined by the said officer, of any other service or work not performed in accordance with the provisions of the land use regulations and tract management plan. Continued noncompliance in either regard will result in termination of the lease agreement.

**34. UNCONTROLLABLE CIRCUMSTANCES**

Notwithstanding anything to the contrary contained in this Agreement, the County shall not be liable for any failure or delay in performance under this Agreement due to the occurrence of an “uncontrollable circumstance”, including but not limited to any act, event or condition that has had or may reasonably be expected to have a material adverse effect on the ability of the Lessee to farm, grow or obtain crops from the property as identified in Exhibits 1 and 3. Such “uncontrollable circumstances” may include, but shall not be limited to an act of God, landslide, lightning, earthquake, fire explosion, flood, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockage, or insurrection, riot or civil disturbance. Further, even in the event of “uncontrollable circumstances” the Lessee agrees and acknowledges that Lessee’s obligations are not excused under the Agreement.

**THIS LEASE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF** I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

\_\_\_\_\_  
LAWRENCE M. WALSH  
Will County Chief Executive  
Will County, Illinois

**THIS LEASE** is also executed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Lessee  
Address