

CITY OF NEWTON, ILLINOIS

ORDINANCE NO. 21 - 07

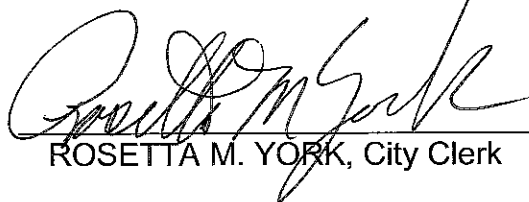
A CITY OF NEWTON ORDINANCE
AUTHORIZING LEASE OF GROUND
FOR FARMING PURPOSES
OF THE CITY CODE OF THE CITY OF NEWTON, ILLINOIS

ADOPTED BY THE CITY COUNCIL
OF THE CITY OF NEWTON, ILLINOIS
THIS 1ST DAY OF JUNE, 2021

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF
THE CITY COUNCIL OF THE CITY OF NEWTON
JASPER COUNTY, ILLINOIS
THIS 1ST DAY OF JUNE, 2021

CERTIFICATE OF PUBLICATION

I, ROSETTA YORK, the duty qualified City Clerk of the City of Newton, Illinois, and the official custodian of records of said City do hereby certify that this Ordinance was published in pamphlet form by authority of the City Council on the 1ST day of June, 2021.


ROSETTA M. YORK, City Clerk

ORDINANCE NO. 21-07

A CITY OF NEWTON ORDINANCE
AUTHORIZING LEASE OF GROUND
FOR FARMING PURPOSES
OF THE CITY CODE OF THE CITY OF NEWTON, ILLINOIS

WHEREAS, the City is the owner of certain real estate purchased from the Anthony Griffith Estate; and

WHEREAS, a portion of land is tillable; and

WHEREAS, it is the best interest of the City to Lease the tillable acres under the terms and conditions of CASH RENTAL FARM LEASE attached hereto and incorporated herein by this reference as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED THAT: The City of Newton, an Illinois municipal Corporation shall enter into that certain CASH RENTAL FARM LEASE attached hereto which Lease will come effective upon its execution by the Mayor, JOSHUA KUHL and Attestation by ROSETTA M. YORK, City Clerk and signature of MICHAEL FINLEY.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.


Upon roll call vote the following Alderperson voted yea: **Gayle Glumac, David Brown, Larry Brooks, R.J. Lindemann and Marlene Harris**

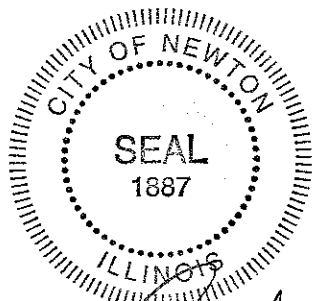
Upon roll call vote the following Alderperson voted nay: **None**

Upon roll call vote the following Alderperson absent: **Eric Blake**

Passed, approved and published in pamphlet form this 1st day of June, 2021.

ATTEST:


ROSETTA M. YORK, City Clerk



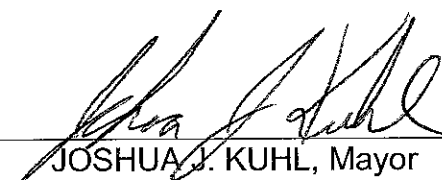

JOSHUA J. KUHL, Mayor

EXHIBIT "A" FOR ORDINANCE 21-07

CASH RENTAL FARM LEASE

This agreement is entered into this date by and between the CITY OF NEWTON, an Illinois Municipality, hereinafter referred to as LESSOR, and MICHAEL FINLEY of 26 Center Dr., Newton, Illinois, hereinafter referred to as LESSEE.

WITNESSETH:

1. Lessor agrees to lease and Lessee agrees to take for the purpose of farming from 12:00 noon on the June 1, 2021, until midnight December 31, 2021, the tillable acres only being agreed to as 50 acres being located within the property described on Exhibit A and incorporated herein by this reference, to-wit:

SEE EXHIBIT "A"

2. Lessee agrees to pay, without demand, to Lessor as rent for the farm land above described \$ 150.00 per agreed tillable acres for a total of \$7,500.00.

3. Lessee covenants and agrees as follows:

A. That he will keep the soil fertility of the farm in as near the condition as it exists on the date hereof.

B. That he will keep the farm in a neat and husbandlike condition, specifically, cleanly maintained and well mowed, with the owner to have a right to come upon the property at any and all times for the purposes of inspection.

C. That he will actively work to control all Johnson grass and other noxious weeds if they appear on the farm.

D. That he shall not assign this lease to any person or persons or sublet any part of the premises herein leased.

E. That he will not enter into any business, occupation or sideline on said premises, other than agricultural farming.

F. That he will not burn corn stalks, straw, or other crop residues grown upon the farm.

G. That he will not cut live trees for sale purposes or personal uses.

H. That he will not erect or permit to be erected any commercial advertising signs.

4. Lessor covenants and agrees as follows:

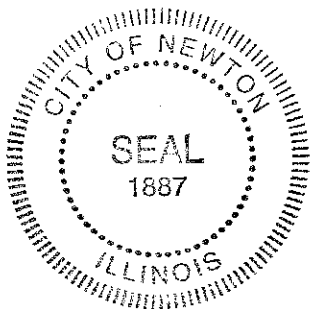
A. That Lessor will pay any and all costs of liming the above described property with the amount of lime application to be at the discretion of Lessor.

5. The parties hereto mutually covenant and agree as follows:

A. Lessee agrees that at the expiration or termination of this lease that he will yield possession of the premises to the Lessor without further demand or notice.

B. Nothing in this lease shall confer upon Lessee any right to the minerals underlying said land, but same are reserved by Lessor together with the full right to enter upon said premises, and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any tanks, 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 damages he 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.

C. In the event any portion of the Leased property is used by Lessor for any purpose of the term of this Lease, Lessor will pay crop damage applicable thereto.



CITY OF NEWTON

A handwritten signature in black ink, appearing to read 'Joshua Kuhl', is written over a horizontal line.

JOSHUA KUHL, MAYOR, LESSOR

ATTEST:

A handwritten signature in black ink, appearing to read 'Rosetta M. York', is written over a horizontal line.

ROSETTA M. YORK, CITY CLERK

A handwritten signature in black ink, appearing to read 'Michael Finley', is written over a horizontal line.

MICHAEL FINLEY, LESSEE

EXHIBIT 'A'

Beginning at the Southwest corner (SW/c), Southwest Quarter (SW/4) Section Thirty-five (35), Township Seven (7) North, Range Nine (9) East of the Third Principal Meridian, Jasper County, Illinois, thence N 01° 03' 27" W 412.90 feet along the West line of the Southwest Quarter (SW/4) of said Section Thirty-five (35) to a point, thence N 88° 56' 33" E 126.51 feet to an iron pin set, thence N 44° 14' 14" E, 129.40 feet to an iron pin set, thence N 36° 09' 44" E 104.12 feet to an iron pin set, thence N 20° 39' 31" E, 118.27 feet to an iron pin set, thence N 13° 37' 39" E 187.06 feet to an iron pin set on the South Right-of-Way line of South Lake Drive, thence continuing along said South Right-of-Way line along a curve to the left having a radius of 230.00 feet and a chord bearing N 78° 08' 25" E 47.07 feet to an existing iron pin, thence N 72° 16' 02" E 125.27 feet to an existing iron pin, thence along a curve to the right having a radius of 170.00 feet and chord bearing N 80° 31' 37" E 48.84 feet to an existing iron pin, thence N 88° 47' 12" E 386.50 feet to an existing iron pin, thence along a curve to the right having a radius of 100.00 feet and a chord bearing S 31° 54' 29" East 171.98 feet, thence S 27° 23' 50" W 146.89 feet, thence along a curve to the right having a radius of 40.00 and a chord bearing, S 49° 50' 04" W 30.53 feet, thence along a curve to the left having a radius of 60.00 feet and a chord bearing S 64° 27' 53" E 82.65 feet to an existing iron pin at the Southwest corner (SW/c) of Outlot "E" in Bella Vista Estates, thence S 79° 51' 42" E 264.60 feet to an existing iron pin at the Southeast corner (SE/c) of said Outlot "E", thence N 00° 29' 01" W 166.22 feet to an iron pin set, thence S 89° 33' 43" E 818.00 feet to an iron pin set, thence N 00° 29' 01" W 578.00 feet to an iron pin set, thence S 89° 33' 43" E 344.19 feet to an iron pin set, thence S 00° 17' 44" E 1144.44 feet to an iron pin set, thence N 89° 19' 36" W 83.97 feet to an iron pin set, thence S 00° 17' 44" E 187.00 feet to an iron pin set on the South line of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section Thirty-five (35), thence S 89° 19' 36" E 99.69 feet along said South line to an iron pin set, thence S 03° 09' 05" E 377.21 feet to an iron pin set, thence N 89° 31' 13" W 954.30 feet to an iron pin set on the West line of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Two (2), Township Six (6), Range Nine (9) East of the Third Principal Meridian, Jasper County, Illinois, thence N 00° 48' 56" W 126.05 feet along said West line to a point; thence S 89° 42' 19" W 1332.8 feet to the centerline of County Highway 3, thence along a curve to the right having a radius of 406.54 feet and a chord bearing of N 12° 55' 28" W 106.77 feet along said centerline, thence continuing along said centerline N 25° 01' 03" W 189.29 feet to the South line Southwest Quarter (SW/4), Southwest Quarter (SW/4) of said Section Thirty-five (35), thence N 89° 58' 53" West 98.22 feet to the Point of Beginning.