

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

(708) 349-3888
ekfriker@ktjlaw.com

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

October 30, 2015

Mr. Henry Jacobs
15538 Calypso Lane
Orland Park, IL 60462

Re: Farm Stand Lease (Boley Farm)

Dear Hank:

Enclosed is a new two (2) year lease for the Boley farm stand with a 3% rent increase for the second year. Please let me have your questions/comments so that the Village can approve this.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.



E. Kenneth Friker

Enc.

cc: Paul Grimes, Village Manager
Village of Orland Park

FARM/FARM STAND RENTAL AGREEMENT

This Agreement is entered into by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois (the "Village") and HENRY (HANK) J. JACOBS ("Jacobs") this ____ day of _____, 2015.

WHEREAS, the Village is the owner of certain property described below (the "Subject Property"), and Jacobs wishes to use and occupy the Subject Property for agricultural purposes and to operate a retail farm stand selling farm grown fruits and vegetables; and

WHEREAS, the parties agree to the rental and occupancy of the Subject Property by Jacobs upon the following terms and conditions.

NOW, THEREFORE, in exchange for the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Subject Property: The Village rents and leases to Jacobs, to occupy and to use for agricultural purposes and for the retail sale of agricultural products only, the field acreage of 2.12 acres, a barn measuring 46 feet by 72 feet and the parking lot of approximately one-third (1/3) acre (the field acreage, barn and parking lot comprising the Subject Property) located on the following described real estate:

THE NORTH 450 FEET OF THE EAST 1,175 FEET (EXCEPT THE EAST 607 FEET THEREOF) OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as 8101 W. 151st Street, Orland Park, Illinois.

2. Terms of Tenancy. The terms of this Rental Agreement shall be March 1, 2016, through November 15, 2016, and March 1, 2017 through November 15, 2017.

3. Amount of Rent. Jacobs shall pay to the Village the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for the first of the two (2) terms of this Rental Agreement, and FIFTEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$15,450.00) for the second of the two (2) terms, said amount being due and payable to the Village on or before March 1 of each term.

4. Use of Well. Jacobs shall be permitted the use of the water well located on the Subject Property for irrigation purposes only and not for human consumption.

5. Jacobs' Duties.

- (a) Jacobs further agrees that he will perform and carry out the duties below:
- (1) To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
 - (2) To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass on the leased premises cut.
 - (3) To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
 - (4) To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
 - (5) To prevent all unnecessary waste, or loss, or damage to the property of the Village.
 - (6) To comply with all environmental statutes, laws, rules and regulations of the federal and state governments.
- (b) Jacobs further agrees, unless he shall first have obtained the written consent of the Village:
- (1) Not to assign this lease to any person or persons or sublet any part of the Subject Property.
 - (2) Not to erect or permit to be erected any structure or building or to incur any expense to the Village for such purpose.
 - (3) 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 and sale of agricultural products.

6. Default, Yielding Possession and Right of Entry.

- (a) Termination upon Default. If either party fails to carry out substantially the terms of this Agreement in due and proper time, the Agreement may be terminated by the other party by serving a written notice citing the instances of default and specifying a termination date of 10 days from the date of such notice.
- (b) Yielding Possession: Jacobs agrees that at the expiration or termination of this lease, he will yield possession of the premises to the Village without further demand or notice.

- (c) Village's Right of Entry During Term of Lease: The Village reserves the right of itself, its agents, employees or assigns to enter upon said Subject Property at any reasonable time for the purpose of viewing the same, of working or making repairs or improvements thereon, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.
- (d) Extent of Agreement: The terms of this Agreement shall be binding on the successors, heirs, executors, administrators, and assigns of both Village and Jacobs in like manner as upon the original parties.

7. Farm Equipment Storage. At Jacob's request, and as approved by the Village, Jacobs shall be permitted to store farm implements in the barn during the period between lease terms, such storage to be at Jacob's sole liability.

8. Indemnity. Jacobs covenants and agrees that he will protect, save and keep the Village (including its officers, employees and agents) forever harmless and indemnified against and from any penalty, damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Jacobs or those holding under Jacobs, and that he will at all times protect, indemnify, save and keep harmless the Village, its officers, employees and agents against and from any and all loss, cost, damage or expense, including without limitation attorneys' fees and costs arising from or out of any accident or other occurrence on or about the Subject Property, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify, save and keep harmless the Village, its officers, employees and agents against and from any and all claims and against and from any and all loss, cost, damage or attorneys' fees and costs arising in any way out of Jacobs' use and occupancy of the Subject Property. Jacobs shall provide the Village with a Certificate of General Liability Insurance, such Certificate to name the Village as an Additional Insured.

Village:

Jacobs:

Officer

Henry (Hank) J. Jacobs

Date: _____

Date: _____