

COOK COUNTY
RECORDER

JESSE WHITE
ROLLING MEADOWS

FARM LEASE

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95642099

THIS LEASE, made and entered into this 1st day of March 1993, between BLUFF CITY GRAVEL, INC. (28.37 ACRES), (hereinafter referred to as "Landlord"), and DON AND MAURINE WEBERPAL, of Elgin, Illinois (hereinafter referred to as "Tenant").

W I T N E S S E T H:

That said Landlord, for and in consideration of the covenants and agreements to be kept and performed by Tenant, and subject to the terms, conditions and reservations set forth in this Lease, does hereby lease to Tenant the following described premises situated in Cook County, Illinois, to wit: (see attached Schedule I and Figure A outlined in red).

I. TERM OF LEASE

A. The term of this Lease shall be from the 1st day of March, 1993, up to and including the 28th day of February, 1994, unless and until terminated, as hereinafter provided.

B. Either party may terminate this Lease for any reason whatsoever by giving written notice to the other party not later than October 31, 1993, whereupon the tenancy herein created shall terminate February 28, 1994.

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MAIL 0.50
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II. RENT AND SECURITY

A. The Tenant agrees to pay rent to Landlord for said premises as follows:

\$144.87 per acre for 28.37 acres including a barn, toolshed, and other small buildings (excluding the green pole barn) located on the said 28.37 acres for any year of this lease.

B. The cash rent shall be paid at the office of Landlord at 1890 Techny Rd., Northbrook, IL 60062 as follows: \$2,055.00 per payment (two payments) payable April 15, 1993 and December 1, 1993.

C. In the event the cash rent is not paid when due, then any amount remaining unpaid shall bear interest at eight percent per annum from the date it is due until paid; and if any rent remains unpaid at the end of any year during the term hereof, these amounts, together with the costs of collection, including reasonable attorneys' fees, shall become a lien on the Tenant's share of crops raised on said premises during the succeeding year, and shall be collectible as rent in addition to the cash rent which accrues under this Lease for any such succeeding year.

III. POSSESSION AND CONDITIONS OF TENANCY

A. Tenant agrees that he has entered into this Lease relying upon his own knowledge of the premises and improvements, including, but not limited to the water supply, soil and subsoil conditions, drainage, subsidence, and the existence of nearby quarries, mines, or other operations including but not limited to those operations conducted by Landlord, and not upon any representation made by the Landlord or any other person concerning the Premises or its environs. Tenant assumes the risk of responsibility for all conditions existing in or about the Premises and its environs as of the date of the commencement of the term of this Lease, whether such conditions are known or unknown to Tenant.

B. The Tenant shall have the right to take possession of the Premises at the time hereinbefore specified and may, in his own name and at his own expense, institute any legal action necessary to obtain possession and against any party denying or delaying him possession, it being understood that the Landlord shall not be obligated to deliver Tenant possession other than the right thereto.

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Prepared by:

Sue Shim

ABBOTT LAND INVESTMENT
1890 Techny Ct.
NORTHBROOK, IL 60062
708-291-9440



Return to:

Sally F. Argubright

ABBOTT LAND INVESTMENT
1890 Techny Ct.
NORTHBROOK, IL 60062
708-291-9440

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C. Tenant will not allow said premises to be used for any purpose that will increase the rate of insurance thereon, nor for any other purpose except as is hereinbefore specified, nor allow said premises to be occupied in whole or in part by any other person and will not sublet the same nor any part thereof, nor assign this Lease without in each case the written consent of Landlord first had, and will not permit any transfer by operation of law of the interest in said premises acquired through this Lease, and will not permit said premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the premises or increase the fire hazard of said premises; and will not allow any signs, cards or placards to be painted or placed thereon, nor permit any alteration of or addition to any part of said premises, except by written consent of the Landlord; all alterations and additions to said premises shall remain for the benefit of Landlord unless otherwise provided in the consent required as aforesaid.

D. Tenant shall not cause or permit any person not an employee of Tenant or Landlord nor any equipment not owned or leased either by Tenant or Landlord to enter upon the leased premises during the term of this Lease, except upon the express written consent of Landlord.

E. Tenant agrees that the Landlord is not obligated to make any repairs or improvements during the term hereof, and is not obligated to replace or repair any improvements on said premises damaged or destroyed for any reason.

IV. LANDLORD'S RESERVATIONS

A. Landlord shall have the right from time to time to conduct or authorize others to conduct drilling and other prospecting operations upon the Premises for the purpose of determining soil and subsoil conditions and the quality and quantity of mineral deposits including, but not limited to rock, limestone, sand, gravel, coal and oil. Landlord shall reimburse Tenant for any crop damage caused by Landlord by such activities, and further agrees to cause any person other than an employee or agent of Landlord whom Landlord authorizes to carry on such activities to agree to reimburse Tenant for any damages suffered by Tenant as a result of such person's activities.

B. The Landlord, its agents and assigns, may from time to time go upon the premises to make repairs or build new improvements or to alter, change, raze or remove any buildings the Landlord deems necessary, or to show the premises to prospective purchasers and tenants, or for any other purpose. If notice of termination has been served, the Landlord, its agents or assigns, may at any time after service of said notice of termination, and after September 1st in the calendar year during which such notice of termination is served, plow stubble, meadow or other land, and otherwise prepare the land and sow fall grains and grass seeds.

C. Landlord reserves to itself, its successors and assigns, all hunting and fishing privileges and right to remove timber or any minerals from the demised Premises. No hunting, fishing, removal of timber or removal of minerals shall be permitted without the express written authorization of Landlord.

D. Tenant shall not be responsible for the acts, omissions, operations or activities of any person performing any act pursuant to any right reserved to Landlord under this Article IV.

V. DELETION OF PREMISES

A. Landlord may from time to time serve notice upon Tenant that Landlord desires to use all or any part of the Premises for a purpose other than farming. Such notice shall specify the non-farming use, describe the real estate to be so used (hereinafter referred to as "the Deleted Premises"), the date the non-farming use is to commence, and shall be served not less than 30 days before the commencement of such non-farming use. In the event such notice is served, the Deleted Premises shall cease to be a part of the Premises demised under this Lease as of the date the notice states such non-farming use is to commence.

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certificates of insurance, which insurance shall provide for 10 days' notice of alteration or cancellation directed to Landlord, and which insurance shall also meet the following requirements:

(1) Automobile liability insurance with coverage of not less than \$100,000 for personal injuries or death per person; \$300,000 for personal injuries or death per occurrence; and \$50,000 for property damage.

(2) Comprehensive general liability insurance insuring both Landlord and Tenant with respect to occurrences on or about the premises (but excluding those occurrences arising out of Landlord's operations during Lessee's occupation of the Premises whether prior to, during, or subsequent to the term of this Lease, or out of activities conducted by Landlord or authorized by Landlord pursuant to any of the provisions of Paragraphs IV and V of this Lease) with combined limits of not less than \$300,000 for personal injury and death and property damage per occurrence.

VII. OTHER OBLIGATIONS OF TENANT

A. THE TENANT EXPRESSLY AGREES: (1) To occupy the buildings during the term thereof, to cultivate the land in a workmanlike manner, to harvest crops in proper season, and to use the premises for farming purposes only; (2) To destroy all noxious weeds as required by law, and to follow cultural practices to eradicate as well as control noxious weeds, and to keep fence rows, all uncultivated land and adjacent roadways mowed; (3) To keep buildings, fences, tile outlets and ditches in proper repair, furnishing unskilled labor without expense to the Landlord, provided Landlord furnishes the necessary repair materials, which materials the Tenant agrees to haul without charge; (4) To furnish and pay for all seed for cultivated crops; (5) To keep orchards, fence rows, hedges, trees, groves and ornamental shrubs in proper trim and not to cut live trees for fuel or other use without consent of Landlord; (6) To surrender possession of the premises upon the termination or expiration of this Lease in as good condition as of the date hereof subject to any improvement hereafter completed, reasonable wear and tear excepted.

VIII. DEFAULT OF TENANTS

If Tenant:

(a) shall fail to pay the rent as herein provided and at the times herein stipulated; or

(b) shall sublet or assign his interest in the leased premises or any part thereof; or

(c) shall fail to perform any other obligation or covenant contained herein, and such failure shall continue for ten days after notice of such failure is given by Landlord to Tenant;

then in any such event, Tenant shall be in default, and Landlord may, at its option, declare all rents herein provided for due and payable forthwith and declare this Lease null and void, and take immediate possession of the premises with or without process of law. All damage growing out of the failure of the Tenant to perform any of the terms of this Lease shall be added to and become a part of the rent and recoverable as such. In the event suit is prosecuted for either unpaid rent or possession, the Tenant agrees to pay reasonable attorneys' fees and all costs incurred in such action.

IX. MISCELLANEOUS PROVISIONS

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A. This Lease constitutes the entire agreement between the Landlord and Tenant and no modifications, extensions or renewals of this Lease, or waivers of any of the provisions, shall be of any force or effect unless the same are in writing and signed by the parties hereto. The headings of the paragraphs of this Lease are for convenience of reference only and are not a part of this Lease. See rider attached hereto and made part hereof.

B. Tenant agrees that he will not incur any expense for or on

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account of Landlord without a written order by Landlord.

C. Wherever the masculine third person is used to refer to Tenant, it shall include the plural and the feminine and neuter genders to the extent that the person or personages of Tenant are such that the plural or the feminine or neuter genders are appropriate in describing Tenant.

D. Wherever the term "and" appears, it shall mean "both or either".

E. Tenant will not permit any mechanic's lien or any other lien, claim or encumbrance to be placed upon the Premises or any buildings or improvement thereon during the term hereof, and in case of the filing of any such mechanic's lien or any other lien, claim or encumbrance, Tenant will promptly pay same. If default in payment thereof shall continue for 10 days after written notice thereof from Landlord to Tenant, the Landlord shall have the right and privilege at Landlord's option, of paying the same or any portion thereof, without inquiry as to the validity thereof, and any amounts so paid, including expenses, interest, court costs and attorneys' fees shall be so much additional rent hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately in rendition of a bill therefor.

F. All notices pursuant thereto shall be in writing and shall be deemed given when deposited with the U.S. Postal Service or its successor by certified mail addressed to the parties at their respective addresses as follows:

AGENT: ABBOTT LAND & INVESTMENT CORP.
1892 Techny Court
Northbrook, IL 60062

LANDLORD: BLUFF CITY GRAVEL, INC.
1836 Techny Court
Northbrook, IL 60062

TENANT: Don and Maurine Weberpal
33W049 Bartlett Road
Elgin, IL 60121

G. It is agreed that all covenants and agreements herein contained shall be binding upon and inure to the successors, heirs executors, administrators, representatives and assigns of Landlord and Tenant.

H. Upon expiration of this Lease or the termination of this Lease for any cause whatsoever, Tenant shall forthwith remove all property brought by Tenant upon said premises, and any such property remaining thirty days after such expiration or termination of this Lease shall be conclusively deemed to have been abandoned by Tenant to Landlord, and Landlord may thereupon remove such property and dispose of same without accounting to Tenant for such property or the proceeds thereof, and may, in addition, charge Tenant for the cost of disposing and removing of same.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first above written.

AGENT: ABBOTT LAND & INVESTMENT CORP.

By: Dean W. Kelley
Dean W. Kelley
Vice President

TENANT:

By: Don Weberpal
Don Weberpal

By: Maurine Weberpal
Maurine Weberpal

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RIDER TO LEASE
DATED MARCH 1, 1993, BETWEEN
BLUFF CITY GRAVEL, INC. AND
DON AND MAURINE WEBERPAL FOR 28.37 ACRES

I. Tenant shall have the right to remove all personal property of any kind, and all leasehold improvements of any kind (excluding buildings), such as, but not limited to, barn cleaners, silo unloaders, and bulk milk cooling tanks, now located on the premises, such removal to occur within ten (10) days after the expiration of Tenant's right to occupy the real estate pursuant to this Lease or any extension thereof.

J. Tenant shall have a ten (10) day right of first refusal for any farm lease of the premises entered into (i) for a period commencing March 1, 1993, and (ii) for any period commencing subsequent to the period commencing March 1, 1993.

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PARCEL 1

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 52 LINKS OF THE SOUTH WEST 1/4 AND THE WEST LINE OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1541.94 FEET TO A POINT LYING 1069.80 FEET NORTH OF THE SOUTH WEST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 31; THENCE NORTH 88 DEGREES 37 MINUTES 14 SECONDS EAST, A DISTANCE OF 517.89 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 1542.94 FEET TO THE SOUTH LINE OF THE NORTH 52 LINKS OF SAID SOUTH WEST 1/4; THENCE SOUTH 88 DEGREES 34 MINUTES 35 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 52 LINKS OF SAID SOUTH WEST 1/4, A DISTANCE OF 517.89 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS (Containing 18,2045 acres)

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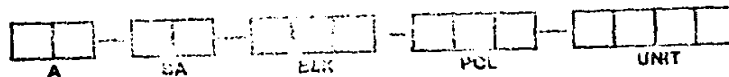
LEGAL DESCRIPTION:

All that part of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian, thence North 00 degrees 28 minutes 15 seconds West, along the West line of said Southwest quarter of Section 31, a distance of 1,069.80 feet; thence North 88 degrees 37 minutes 14 seconds East, a distance of 517.89 feet; thence North 00 degrees 28 minutes 15 seconds West parallel with the West line of said Southwest quarter of Section 31, a distance of 686.52 feet to the point of beginning; thence continuing along said parallel line North 00 degrees 28 minutes 15 seconds West, a distance of 855.56 feet to the South line of the North 52 links (34.32 feet) of the West 1369.05 feet of said Southwest quarter, point being 517.89 feet Easterly of the West line of said Southwest quarter of Section 31, as measured along the said South line of the North 52 links; thence North 88 degrees 34 minutes 47 seconds East, along said South line of the North 52 links, a distance of 770.00 feet; thence South 00 degrees 11 minutes 10 seconds West, a distance of 743.67 feet; thence South 09 degrees 57 minutes 32 seconds West, a distance of 114.30 feet; thence South 88 degrees 34 minutes 47 seconds West, parallel with said South line of the North 52 links of said Southwest quarter, a distance of 740.78 feet to the point of beginning, said parcel containing 15.0 acres more or less all lying in Cook County, Illinois.

All that part of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the Southwest quarter of Section 31, Township 41 North, Range 9, East of the Third Principal Meridian; thence North 00 degrees 28 minutes 15 seconds West, along the West line of said Southwest quarter of Section 31, a distance of 1,069.80 feet; thence North 88 degrees 37 minutes 14 seconds East, a distance of 517.89 feet, to the point of beginning; thence North 00 degrees 28 minutes 15 seconds West, parallel with the West line of said Southwest quarter of Section 31, a distance of 686.52 feet, to a point which is 855.56 feet South of the South line of the North 52 links (34.32 feet) of the West 1369.05 feet of said Section 31, as measured along a line which is parallel with and 517.83 feet Easterly of the West line of said Southwest quarter of Section 31; thence North 88 degrees 34 minutes 47 seconds East, parallel with said South line of the North 52 links of said Southwest quarter, a distance of 740.78 feet; thence South 09 degrees 57 minutes 32 seconds West, a distance of 1,029.21 feet; thence South 88 degrees 34 minutes 47 seconds West, parallel with said South line of the North 52 links a distance of 554.43 feet to the line which is parallel with and 517.83 feet Easterly of the West line of said Southwest quarter of Section 31; thence North 00 degrees 28 minutes 15 seconds West, along said parallel line, a distance of 322.60 feet to the point of beginning; said parcel containing 15.0 acres more or less all lying in Cook County, Illinois.

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PUBLICITY BOARD 7-20-75



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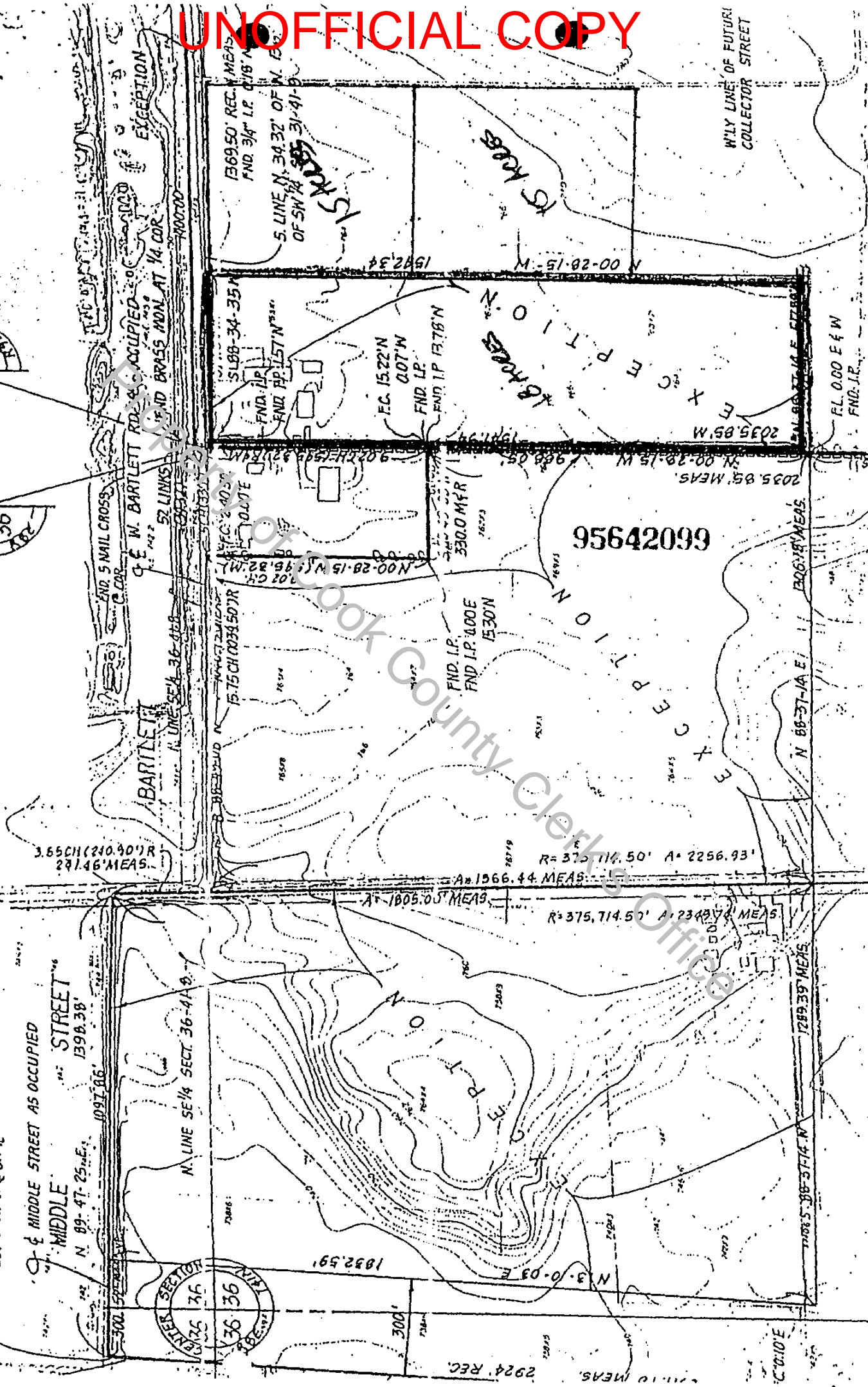
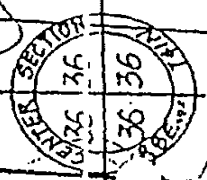
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Schedule I

FIGURE A

FND. I.P. 40.07' SO. OF & ON R.
FND. I.P. 33.05' SO. OF & ON R.

MIDDLE STREET AS OCCUPIED
MIDDLE STREET
1398.38'



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1369.50' REC. MEAS.
FND. 3/4" I.P. 0.18' N.
S. LINE N. 34.32' OF W. P.
OF SW 1/4 SEC. 31-41-9

1369.50' REC. MEAS.
FND. 3/4" I.P. 0.18' N.
S. LINE N. 34.32' OF W. P.
OF SW 1/4 SEC. 31-41-9

15.75 CH 2034507R
15.75 CH 2034507R
15.75 CH 2034507R

1832.59'
1832.59'
1832.59'

2924 REC.

2910 MEAS.

1289.39' MEAS.

N 68-37-1A E

1306.14 MEAS.

FL. 0.00 E & W
FND. I.P.

W'LY LINE OF FUTURI
COLLECTOR STREET

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