

AUG 01 2011

ORDINANCE NO. 2884

**AN ORDINANCE RESCINDING ORDINANCE NO. 2883
AND ENTERING INTO A BALING LEASE BETWEEN
ALAN BRYANT OF COLUMBIA, ILLINOIS AND THE
CITY OF COLUMBIA, ILLINOIS FOR PROPERTY
KNOWN AS LOT 13 OF ADMIRAL TROST
DEVELOPMENT SUBDIVISION.**

J. Ronald Clegg
City Clerk

WHEREAS, Ordinance No. 2883 entering into a baling lease with David C. Lehr for property known as Lot 13 of Admiral Trost Subdivision was approved by the City Council of the City of Columbia, Illinois on July 18, 2011,

WHEREAS, David C. Lehr no longer desires to enter into said lease,

WHEREAS, Alan Bryant desires to enter into a baling lease for property known as Lot 13 of Admiral Trost Subdivision,

WHEREAS, the City of Columbia, Illinois (the "Lessor") desires to have the hay baled on property known as Lot 13 of Admiral Trost Development Subdivision and it is necessary and appropriate and now time for the City to enter into a baling lease with Alan Bryant of Columbia, Illinois ("Lessee"),

WHEREAS, the Lessor owns and controls the surface rights in, on and related to the tract of real property ("Land"), which is described as Lot 13 of Admiral Trost Development Subdivision,

WHEREAS, Lessee desires to lease said Land from Lessor for baling hay, and

WHEREAS, Lessor is willing to enter into a Baling Lease with Lessee with respect to the Land.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The baling lease between the City ("Lessor") and Alan Bryant ("Lessee") for the baling of hay on Lot 13 of Admiral Trost Development Subdivision, a copy of which is attached hereto, is hereby approved as to form and the Mayor is hereby authorized and directed to make and enter into the agreement for and on behalf of the City, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. Ordinance No. 2883 is hereby rescinded in its entirety.

Section 4. This Ordinance shall be in full force and effect, from and after its passage, as provided by law.

Alderman Reis moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Huch, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Piazza and Reis.

NAYS: None.

ABSENT: None.

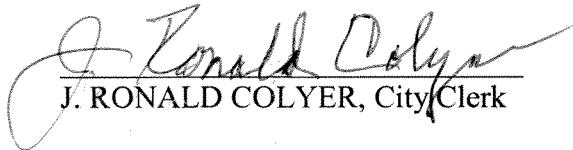
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 1st day of August, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

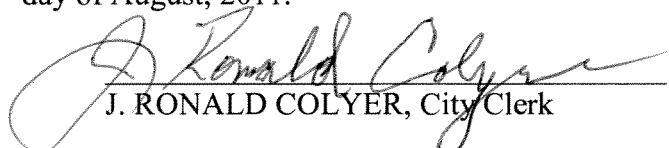
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2884, entitled:

**“AN ORDINANCE RESCINDING ORDINANCE NO. 2883
AND ENTERING INTO A BALING LEASE BETWEEN
ALAN BRYANT OF COLUMBIA, ILLINOIS AND THE
CITY OF COLUMBIA, ILLINOIS FOR PROPERTY
KNOWN AS LOT 13 OF ADMIRAL TROST
DEVELOPMENT SUBDIVISION.”**

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 1st day of August, 2011.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 1st day of August, 2011.


J. RONALD COLYER, City Clerk

(SEAL)

CITY OF COLUMBIA
208 South Rapp
P.O. Box 467
Columbia, IL 62236

BALING LEASE
("Lease")

THIS LEASE, made and entered into this ____ day of July, A.D., 2011, by and between City of Columbia ("Lessor") with address at 208 South Rapp, P.O. Box 467, Columbia, Illinois 62236, and Alan Bryant ("Lessee") with a mailing address of P.O. Box 916, Columbia, IL 62236.

WITNESSETH, that

WHEREAS, Lessor owns and controls the surface rights in, on and related to the tract of real property ("Land"), which is described as Lot 13 of Admiral Trost Development Subdivision.

WHEREAS, Lessee desires to lease said Land from Lessor for baling hay; and

WHEREAS, Lessor is willing to enter into a Baling Lease with Lessee with respect to the Land.

NOW THEREFORE, for and in consideration of the rights, covenants and obligations of the parties as set forth herein, and in consideration of the rent payable hereunder to Lessor by Lessee, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Land for agricultural, hay baling purposes pursuant to the following terms and conditions:

1. Term. This Lease shall be in effect for a period of one (1) year, commencing on the date shown hereon, unless terminated or extended in accordance with the terms of this Lease. The term of this Lease will automatically be extended beyond its stated one (1) year term from year to year unless terminated by either party sixty (60) days prior to the renewal date.

2. Property. The Lessor hereby leases to the Lessee, to occupy and use for baling purposes only the land described above.

3. Limitations on Lease Rights. The Lessee shall have all rights to use the Land thereon for the sole purpose of baling hay.

4. Right of Entry. The Lessor reserves the right to itself, its agents, its employees, or its assigns to enter the Land at any time for the purposes of consultation with the tenant, to make repairs, improvements, and inspections. Second, the Lessor reserves the right to itself, its agents, its employees or its assigns to enter the Land for residential, commercial, or industrial development.

5. Simultaneous Development. The Lessor reserves the right to develop and lease the Land and to grant rights-of-way for roads, pipelines, powerlines, etc.

6. Transfer of Land. In the event that Lessor shall sell, assign, or otherwise transfer title to the Land, it shall do so subject to the provisions of this Lease.

7. Assignment. Lessee shall not assign, sublease or otherwise transfer any of its rights or obligations under this Lease without the express written consent of Lessor. In the absence of Lessor's express written consent, any attempted or purported assignment, sublease or other transfer of this Lease by Lessee shall be of no effect as to Lessor and shall not relieve Lessee of any of its obligations to Lessor under this Lease. Lessor shall be under no obligation whatsoever to consent to any assignment, sublease or other transfer of this Lease by Lessee. Moreover, any assignment, or sublease, or attempted assignment, or sublease of this Lease by Lessee shall

constitute a material breach of this Lease and Lessor shall thereupon have the right to immediately terminate this Lease.

8. Heirs and Successors. The terms of this Lease shall be binding upon the heirs, executors, administrators and successors of both the Lessor and Lessee in like manner as upon the original parties.

9. Additional Provisions. The following additional agreement shall apply to this Lease:

THE LESSEE AGREES NOT TO GRANT PERMISSION TO ANY PERSON(S) TO ENTER ONTO THE LEASED PREMISES FOR THE PURPOSES OF HUNTING, FISHING, BOATING, SWIMMING, CAMPING, HORSEBACK OR ATV RIDING, DOG TRAINING, WOODCUTTING, NOR ANY OTHER NON-AGRICULTURAL ACTIVITY.

10. Land Use. Except when mutually agreed otherwise by Lessor and Lessee, in writing, land suitable for hay production shall be used for that purpose.

11. Improving, Conserving and Maintaining the Land. To improve the Land, conserve its resources and maintain it in a high state of cultivation, the parties agree as follows:

a. **Damage and Waste.** Lessee shall not commit waste on or damage to the Land and shall use due care to prevent others from doing so.

b. **Additional Improvements.** Lessee shall not, without the advance written consent of Lessor, (i) erect or permit to be erected on the Land any non-removable structure or building.

c. **Conservation Structures.** Lessee shall keep in good repair all open ditches and inlets and outlets of the drains, preserve all established waterways or ditches and refrain from any operation or practice that will injure them.

d. **Compensation for Damages.** Upon the termination of this Lease, Lessee shall pay to Lessor reasonable compensation for any damages to the Land which Lessee has caused, permitted to occur, or for which it is otherwise responsible.

12. Non-Partnership. This Lease does not give rise to a partnership. Neither party shall have the right to bind the other in any way without advance, written consent signed by both parties.

13. Rental Rate. The Lessee shall pay rent to Lessor in the amount of \$1.00 annually for all of the rights conferred upon it by this Lease.

14. Recording. Lessee shall not record this Lease without the prior written consent of Lessor. Any recording or attempted recording of this Lease by Lessee shall constitute a material breach of this Lease and Lessor shall thereupon have the right to immediately terminate this Lease.

15. Termination. Lessor may terminate this Lease for any reason with 30 days written notice. In the event of termination of this Lease under this provision, Lessee shall immediately remove him (her)self and all of his(her) possessions. Such termination and removal shall in no way excuse Lessee from performance of any responsibilities or obligations accruing prior to the termination.

16. Indemnity and Insurance. Lessee agrees to indemnify, defend and save Lessor harmless against any and all claims, damages, loss and expense, including attorneys fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law for damage because of bodily injuries (including death) or on account of damage to property, sustained by any person or persons, arising out of or in consequence of any operation in any way related to the use of the lease property described in this Lease whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance, or regulation, on the

part of the Lessee, any sublessees, the employees or agents or any of them, but excluding however, any liability caused by the sole negligence or willful misconduct of employees or agents of Lessor.

Prior to occupancy or use of the Land described hereunder, Lessee shall furnish to Lessor (in form satisfactory to Lessor) a certificate of insurance naming the City as an additional insured showing that the requirements of this Section 16 have been satisfied.

17. Severability. In the event that any one or more provisions of this Lease shall be determined by law to be unenforceable, then the remaining provisions of this Lease shall continue in full force and effect as if such unenforceable provision(s) had not been made a part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written, as evidenced by their signatures below.

CITY OF COLUMBIA, ILLINOIS

Lessee

Kevin B. Hutchinson, Mayor

Lessee

ATTEST:

J. Ronald Colyer, City Clerk

(CITY SEAL)