

FARM MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of February, 2024, by and between, the City of Rochelle, "Owner"; and First Mid Ag Services, a division of First Mid Wealth Management Company, "Manager".

WITNESSETH;

The Owner hereby appoints Manager to act as Owner's agent for and to manage the following described real property, (the "Property") consisting of 47.38 acres, more or less, located in the County of Ogle & Lee, State of Illinois, and more specifically described as:

See Exhibit 1 attached Plat of Survey containing legal descriptions.

NOW THEREFORE MANAGER ACCEPTS SAID APPOINTMENT AND OWNER AND MANAGER AGREE AS FOLLOWS:

1. Term. The term of this Agreement shall be for a period commencing January 1, 2024 and ending December 31st, 2024 and shall not be extended for an additional term, unless agreed to in writing by Owner and Manager.
2. Manager's Duties, Powers and Authority. The Manager shall have the following duties, powers, and authority with respect to the Property:
 - (a) Type of Operation - Subject to the approval of the Owner, Manager shall select the type of farm operation for the Property such as contract, crop share, livestock share, cash rent, or combination thereof.
 - (b) Lease or Contracts - Manager shall have the authority to negotiate and execute leases or contracts with farm operators for a term of one year and if the farm operators prove satisfactory, to renew such leases on a year to year basis; if the farm operators prove unsatisfactory, to terminate such lease or contract. The Manager shall also have the authority to negotiate leases for any residential structure or other buildings on the Property and such other contracts or leases as are appropriate for the operation of the Property.
 - (c) Government Programs - The Manager shall have the authority to enter into contracts and leases, Commodity Credit Corporation grain loans and other agreements with an official, bureau, department, division or other agency of the United States of America or the state in which the property is located.
 - (d) Crop Plans - The Manager shall prepare with the farm operators an annual crop plan for the operation of the Property and shall supervise and consult with the farm operators in carrying out such plans. The nature of the lease agreement will affect the scope of the crop plans.
 - (e) Marketing - The Manager shall sell crops and livestock at such time or times as the Manager, in its discretion, deems advisable, unless otherwise directed by the Owner in writing. The Manager is authorized to enter into contracts for forward sales and/or delayed pricing of crops and to store or sell crops at such elevators or markets as the Manager in its discretion, deems reasonable; provided, however, that the Manager shall not be responsible for handling of crops by or the solvency of elevator operators.
 - (f) Receipts - The Manager shall collect all rents, proceeds from the sale of crops and livestock, insurance proceeds, payments under government contracts, Commodity Credit Corporation loans, and other payments and amounts due the Owner.

- (g) Farm Account - The Manager shall deposit all receipts into an account with a bank affiliated with the Manager, which shall be designated as an agency account for the Owner, to be referred to as the "Farm Account".
 - (h) Farm Expenses - The Manager shall pay from the Farm Account expenses incurred in the harvesting and storage of crops, purchasing of fertilizer, agricultural chemicals, seeds, feeds, livestock and other expenses as are incidental to the operation of the Property, as well as all other items with respect to the Property, for which payment is provided elsewhere in this agreement.
 - (i) Repairs and Improvements - The Manager shall plan and contract for repairs and capital expenditures. Owner approval is required for any such item that exceeds \$1,000. In case of an emergency that requires immediate repairs or maintenance, the Manager shall use its own discretion if the Owner is not immediately available for consultation.
 - (j) Taxes - The Manager shall pay from the Farm Account the general real estate taxes and special assessments levied upon the Property.
 - (k) Insurance - The Manager shall obtain and pay for from the Farm Account fire and extended coverage hazard insurance, public liability insurance, crop hail insurance and, if possible, underground storage tank insurance and pollution liability insurance, in such amounts as the Manager deems reasonable. All policies shall name Owner and Manager as co-insurers. The Owner agrees that, if feasible, such insurance shall be written under the Manager's comprehensive group liability contracts. Manager shall have no responsibility to obtain workman's compensation or other insurance for the benefit of employees, if applicable. If Manager is unable to obtain said insurance, this Agreement shall terminate.
 - (l) Cash Management - The Manager shall have the authority to invest funds in the Farm Account not currently needed for operating expenses in a short term investment fund of prudent investment quality suitable for trusts. If authorized by the Owner in writing, the Manager also shall invest funds in certificates of deposit or other time deposits with a bank affiliated with the Manager or in securities of the United States of America.
 - (m) Reports to Owner - The Manager shall furnish the Owner:
 - (1) Periodic financial reports on the operations of the Property to include a report on receipts and disbursements. The status of the Owner's Farm Account shall be furnished at a reasonable time upon the request by the Owner.
 - (2) Reports on the improvements, crops, marketing, and general condition of the Property as circumstances warrant.
3. Manager's Authority to Direct Operations. The Owner agrees that the Manager shall have the authority to direct the farm operators and the farming operation of the Property. This grant of authority shall not be affected by any period of disability or incapacity by the Owner. In addition, any action taken in good faith, pursuant to the foregoing authority shall be binding upon the Owner, the Owner's heirs, assignees, and personal representatives. The Manager assumes no responsibility to verify title or Ownership of the Property.
4. Compensation of Manager
- (a) Annual fee - Manager shall receive an annual management fee equal to the greater of:

The sum of the amounts calculated by multiplying each gross revenue category by the indicated percentage, shall be as follows:

Sale of Crops	<u>6</u>	%
Government Payments	<u>6</u>	%
CCC Loans on Grain for Income	<u>6</u>	%
House Rents	<u>6</u>	%
Cash Rents & Building Rents	<u>6</u>	%
Crop Hail Insurance Proceeds	<u>6</u>	%
Multi-Peril Insurance Proceeds	<u>6</u>	%
Patronage Refunds and Dividends	<u>6</u>	%
Other Gross Farm Crop Related Receipts	<u>6</u>	%
Livestock Receipts-After deducting		
Livestock Purchase & Feed Purchases	<u>6</u>	%
Interest and Dividends	<u>0</u>	%

Or

Minimum Fee – Manager shall receive an annual minimum fee of \$400.00 taken in December of the year it is earned.

- (b) Payment of Fee - The Manager may deduct the management fee from gross revenues received by the Manager at the time of deposit of revenue. On or before December 31 of each year, or as soon thereafter as possible, the Manager shall deduct from the Farm Account the balance of the management fee due for the year.
 - (c) Special Services - The Manager shall be separately compensated for special services requested by the Owner and not included in this Agreement. Special services shall include, but not be limited to: 1) extensive new building, rehabilitation or conservation programs not contemplated as of the date of this Agreement; 2) advice, consultation, and marketing services related to the sale of the Property; 3) special accounting and tax services; 4) negotiation of easements and right-of-ways.
 - (d) Fee Adjustments - The Owner agrees that the Manager may change the management fee schedule by sending the Owner by certified mail a new fee schedule no later than September 1. The new fee schedule shall then become effective on January 1 of the following calendar year.
5. Distribution of Net Revenue. The net revenue received each year from the operation of the Property, less any amount to be held in reserve for paying expenses in connection with the management of the Property shall be distributed to the Owner at least annually or at times as mutually agreed to by the Owner and the Manager. The Owner agrees to promptly advance funds to the Farm account if funds are needed to pay farm Real Estate Taxes and operating expenses.
6. Termination. This Agreement shall automatically terminate on December 31st of each year and may only be extended by written agreement of Owner and Manager in writing at least thirty (30) days prior to December 31st. This Agreement may be terminated by the Manager at any time by giving thirty (30) days written notice to the Owner. In addition, this Agreement may be terminated at any time upon the written consent of both the Manager and the Owner.

If this Agreement is terminated at any other time, the Manager shall be entitled to receive a pro-rata fee for the portion of the year prior to the termination date based on gross revenues for the previous year as follows:

<u>Date of Termination</u>	<u>Percentage</u>
January 1 to February 28 (or 29)	25%
March 1 to June 30	50%
July 1 to August 31	75%
September 1 to December 31	100%

In the event the termination occurs during the first year of management of the farm and there is no previous crop year gross income which can be used to calculate the fee, the fee will be calculated at the annual minimum fee.

Any notice on termination shall be mailed to the office of the assigned Manager.

7. Purchase of Goods and Services. The Manager is authorized to purchase goods and services in relation to the management of the Property from any entity that is an affiliate of the Manager, provided that the compensation paid for such goods and services shall be competitive with nonaffiliated entities providing the same or similar goods and services.
8. Disposition of Assets. The Owner shall not assign, transfer, convey, or mortgage, or in any way dispose of grain, livestock, machinery, buildings, equipment, issues, rentals or profits arising out of or incidental to the operation without first giving the Manager written notice.
9. Legal Proceedings. At the discretion of Manager upon written request of the Owner and at the Owner's expense Manager may prosecute or defend any suits or proceedings affecting the Property, or the issues, rents, or profits arising therefrom.
10. Environmental Representations and Warranties. The Owner represents and warrants to the Manager, its successors and assigns that to the best of the Owner's knowledge there is no (i) environmental contamination on this or from this Property (ii) violation of any state, federal or local law, regulation or ordinance applicable to the Property (including environmental laws, regulations or ordinances and collectively called the "Laws").
11. Unlawful Operations. The Manager shall not be required by the Owner to conduct farming operations which may be in violation of environmental agency rules and regulations.
12. Binding Effect. This Agreement shall be binding upon the heirs, devisees, assignees, grantees and personal representative(s) of the Owner and upon the successor(s) of the Manager.
13. **Non-Discrimination:** THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT IT IS ILLEGAL FOR EITHER THE SELLER'S DESIGNATED AGENT OR THE SELLER TO REFUSE TO DISPLAY OR TO SELL TO ANY PERSON BECAUSE OF THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARTIAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
14. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FIRST MID AG SERVICES, a division of
FIRST MID WEALTH MANAGEMENT COMPANY

OWNER

By: _____
Michael Bernhard

City of Rochelle

Its: _____
AVP, Farm Manager

EIN _____ 36-6006075

Address _____ 420 N. 6th St, PO Box 456

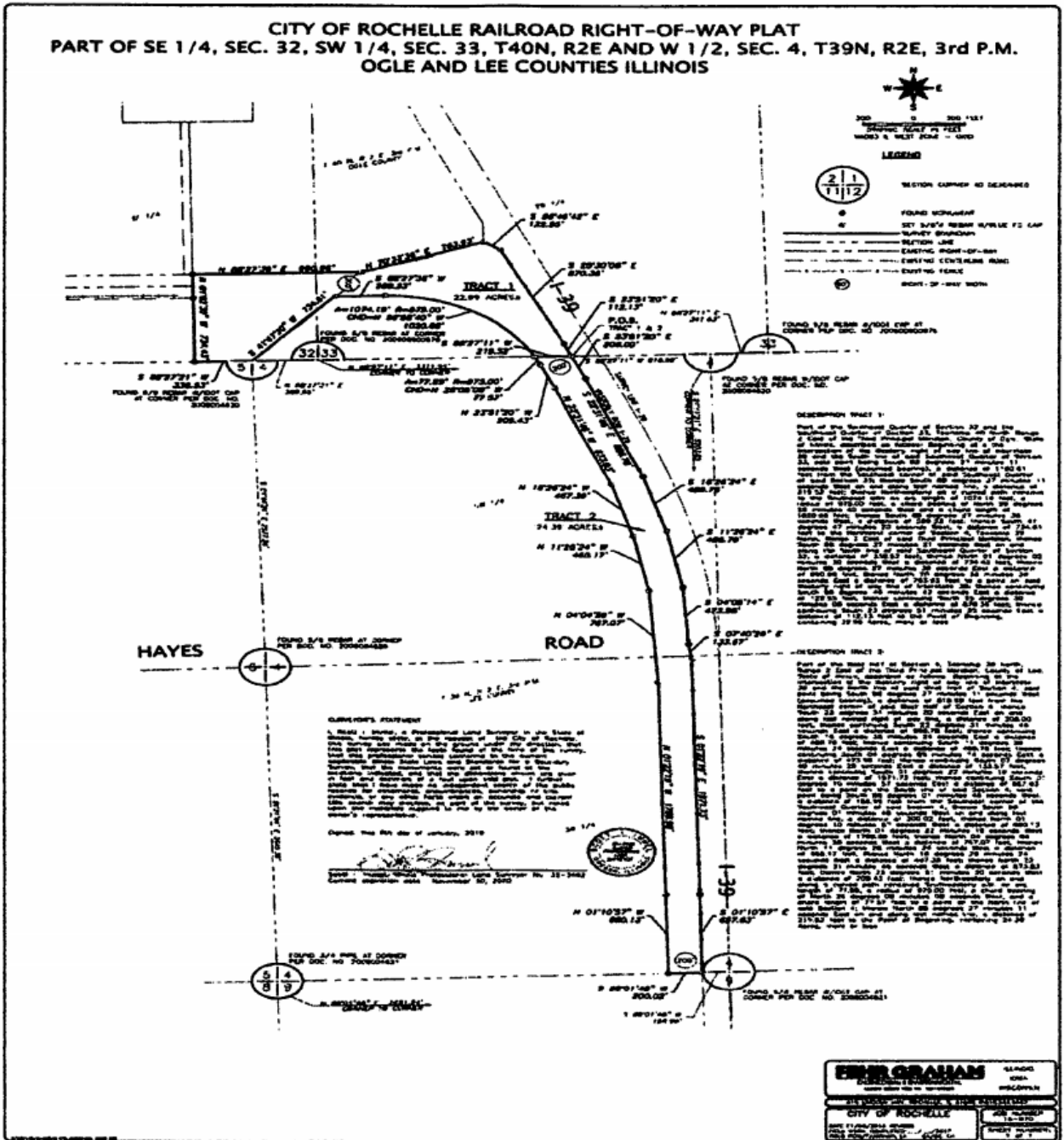
City,State,Zip _____ Rochelle, IL 61068

Phone _____ 815-561-2000

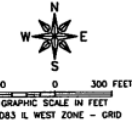
FAX _____

Email _____ jfiegeschuh@rochelleil.us

Exhibit 1

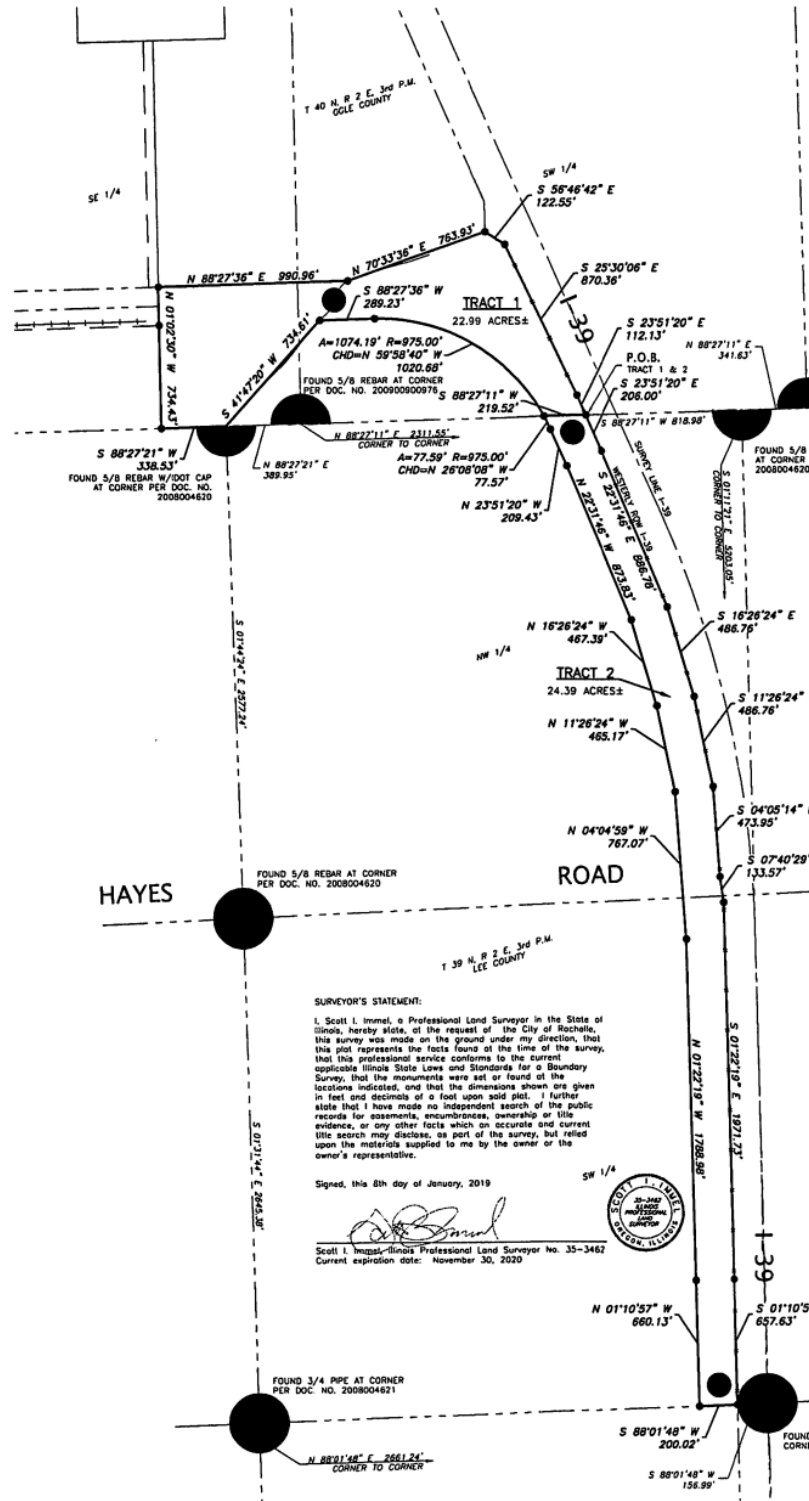


CITY OF ROCHELLE RAILROAD RIGHT-OF-WAY PLAT
PART OF SE 1/4, SEC. 32, SW 1/4, SEC. 33, T40N, R2E AND W 1/2, SEC. 4, T39N, R2E, 3rd P.M.
OGLE AND LEE COUNTIES ILLINOIS



LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND MONUMENT
- SET 5/8" REBAR W/BLUE FG CAP
- SURVEY BOUNDARY
- - - SECTION LINE
- - - EXISTING RIGHT-OF-WAY
- - - EXISTING CENTERLINE ROAD
- - - EXISTING FENCE
- RIGHT-OF-WAY WIDTH



DESCRIPTION TRACT 1:

Part of the Southeast Quarter of Section 32 and the Southeast Quarter of Section 33, Township 40 North Range 2 East of the Third Principal Meridian, County of Ogle, State of Illinois, described as follows: Beginning at the intersection of the westerly right of way line of Interstate 39 and the South line of said Southwest Quarter of Section 33, said point being South 88 degrees 27 minutes 11 seconds West (assumed bearing), a distance of 1160.61 feet from the Southeast corner of said Southwest Quarter of said Section 33; thence South 88 degrees 27 minutes 11 seconds West on and along east named line, a distance of 219.52 feet; thence Northwesterly on a curved path concave to the Southwest with an arc length of 1074.18 feet, a radius of 975.00 feet, a chord bearing of North 59 degrees 58 minutes 40 seconds West and a chord length of 1020.68 feet; thence South 88 degrees 27 minutes 11 seconds West, a distance of 289.23 feet; thence South 47 minutes 20 seconds West, a distance of 734.61 feet to the Northwest corner of Section 4, Township 39 North, Range 2 East of said Third Principal Meridian; thence South 88 degrees 27 minutes 21 seconds West on and along the South line of said Southwest Quarter of Section 32, a distance of 338.53 feet; thence North 01 degree 02 minutes 30 seconds West a distance of 734.43 feet; thence North 88 degrees 27 minutes 36 seconds East a distance of 990.96 feet; thence North 70 degrees 33 minutes 36 seconds East a distance of 763.93 feet to a point on said westerly right of way line of Interstate 39; thence continuing South 56 degrees 46 minutes 42 seconds East a distance of 122.55 feet; thence continuing South 25 degrees 30 minutes 06 seconds East a distance of 870.36 feet; thence continuing South 23 degrees 51 minutes 14 seconds East a distance of 473.95 feet; thence continuing South 07 degrees 40 minutes 29 seconds East a distance of 133.57 feet to the Point of Beginning, containing 22.99 Acres, more or less.

DESCRIPTION TRACT 2:

Part of the West Half of Section 4, Township 39 North, Range 2 East of the Third Principal Meridian, County of Lee, State of Illinois, described as follows: Beginning at the intersection of the westerly right of way line of Interstate 39 and the North line of said West Half of Section 4, said point being South 88 degrees 27 minutes 11 seconds West (assumed bearing), a distance of 818.98 feet from the Northeast corner of said West Half of Section 4; thence South 23 degrees 51 minutes 20 seconds East on and along east named right of way line, a distance of 208.00 feet; thence continuing South 22 degrees 31 minutes 46 seconds East a distance of 888.78 feet; thence continuing South 16 degrees 26 minutes 24 seconds East a distance of 486.76 feet; thence continuing South 11 degrees 26 minutes 24 seconds East a distance of 465.17 feet; thence continuing South 04 degrees 05 minutes 14 seconds East a distance of 473.95 feet; thence continuing South 07 degrees 40 minutes 29 seconds East a distance of 133.57 feet; thence continuing South 01 degree 10 minutes 57 seconds East a distance of 657.63 feet; thence continuing South 01 degree 10 minutes 57 seconds East a distance of 1971.73 feet; thence continuing South 01 degree 10 minutes 57 seconds East a distance of 857.63 feet to a point on the South line of Section 4, said point being South 88 degrees 27 minutes 11 seconds West, a distance of 156.99 feet from the Southeast corner of the Southwest Quarter of said Section 4; thence South 88 degrees 27 minutes 11 seconds West on and along east named line, a distance of 200.02 feet; thence North 01 degree 10 minutes 57 seconds West a distance of 650.13 feet; thence North 01 degree 22 minutes 19 seconds West a distance of 1788.98 feet; thence North 04 degrees 04 minutes 59 seconds West a distance of 767.07 feet; thence North 11 degrees 26 minutes 24 seconds West a distance of 465.17 feet; thence North 16 degrees 26 minutes 24 seconds West a distance of 486.76 feet; thence North 22 degrees 31 minutes 46 seconds West a distance of 873.63 feet; thence North 23 degrees 51 minutes 20 seconds West a distance of 209.43 feet; thence Northwesterly on and along a curved path concave Southwesterly with an arc length of 77.57 feet, a radius of 975.00 feet, a chord bearing of North 26 degrees 08 minutes 08 seconds West, and a chord length of 77.57 feet to a point on the North line of said Section 4; thence North 88 degrees 27 minutes 11 seconds East on and along east named line, a distance of 219.52 feet to the Point of Beginning, containing 24.39 Acres, more or less.

SURVEYOR'S STATEMENT:

I, Scott L. Immet, a Professional Land Surveyor in the State of Illinois, hereby state, at the request of the City of Rochelle, this survey was made on the ground under my direction, that this professional service conforms to the current applicable Illinois State Laws and Standards for a Boundary Survey, that the monuments were set or found at the locations indicated, and that the dimensions shown are given in feet and decimals of a foot upon said plat. I further state that I have made no independent search of the public records for assessments, encumbrances, ownership or title evidence, or any other facts which an accurate and current title search may disclose, or part of the survey, but relied upon the materials supplied to me by the owner or the owner's representative.

Signed, this 8th day of January, 2019

Scott L. Immet
 Scott L. Immet—Illinois Professional Land Surveyor No. 35-3462
 Current expiration date: November 30, 2020



FEHR GRAHAM		ILLINOIS
ENGINEERING & ENVIRONMENTAL		IOWA
LAWRENCEVILLE, ILLINOIS		WISCONSIN
515 LINCOLN HWY, ROCHELLE, IL 61080 P.815.582.8087		
CITY OF ROCHELLE		JOB NUMBER: 16-070
DATE: 01/08/2019 REVISION	FIELD WORK COMPLETED: /2017	SHEET NUMBER: 1 of 1
FIELD BOUNDARY SURVEY	DATE: 01/08/2019	