

FULTON COUNTY LANDFILL PROPERTY HUNTING LEASE AGREEMENT 2026

The terms listed here are part of the Hunting Lease Agreement that will be entered into by Fulton County, hereinafter referred to as the LANDOWNER, and

hereinafter referred to as LESSEE. The LANDOWNER and LESSEE agree:

1. The Fulton County Landfill Property is made up of approximately 288 acres (hereinafter the "Property") and it includes approximately 161 acres of pasture and timber land located upon the Property, the legal description of which is attached hereto and made a part hereof as Exhibit A (hereinafter the "Hunting Property"). The Hunting Property is currently available to be hunted via bow and arrow only for the purpose of controlling the deer and turkey population on the Hunting Property.
2. Lessee shall have the authority to hunt deer and turkey with bow and arrow only, in a manner consistent with Illinois law, upon the Hunting Property. The remaining 67 acres of the Property is an environmental cap (hereinafter the "Cap") which covers the waste and other refuse that was placed in the Fulton County Landfill prior to the lawful closure of the landfill. Lessee shall not go upon the Cap at any time except as set forth in the remainder of this paragraph. Lessee shall be allowed to go upon the Cap for the sole purpose of recovering the carcass of a deer or turkey that was lawfully shot or otherwise hunted upon the Hunting Property. Lessee shall not shoot or otherwise hunt any deer or turkey while such deer or turkey is upon the Cap. If Lessee must go upon the Cap to recover a carcass, Lessee may only go upon the Cap by foot, unless the soil upon the Cap is dry and firm, in which case, Lessee may drive an "All-Terrain Vehicle" upon the Cap for the sole purpose of removing the carcass. "All-Terrain Vehicle" as used in this paragraph has the same meaning as set forth in 625 ILCS 5/1-101.8.
3. The Fulton County Property Committee is the supervisor of the Property and the Property Committee Chair shall be the person by which the LESSEE contacts the LANDOWNER.
4. This Lease Agreement shall be in effect for 5 (five) years, commencing on June 1, 2026 and terminating on May 31, 2031. Each twelve (12) month period beginning on June 1st is a "Lease Year." **Start date is negotiable.** Lessee shall pay Landowner annual rent in the amount of \$_____ for the Lease Year beginning in 2026 with a 2% increase for the Lease Years beginning in year 2 (2028) and year 4 (2030) as consideration for this Agreement, and in turn, Landowner shall allow Lessee to use the Hunting Property as described in this Agreement. Lessee's first rent payment shall be due to Landowner on or before June 1, 2026 and a rent payment, as stated in this Agreement, shall be made on or before June 1st in each subsequent year in which this Agreement is in effect. All rent payments shall be made payable to Fulton County Treasurer. Failure of Lessee to make rent payment in accordance with this paragraph shall terminate this Agreement. **This lease may terminate early in the event that Arrow Solar Development LLC exercises its rights pursuant to ¶ 10.3 of a Solar Lease and Leasehold Interest Area Agreement which is Exhibit D of an Option Agreement between Arrow Solar Development LLC and Fulton County. A Memorandum of Option Agreement memorializes the above described Option Agreement and is recorded in Fulton County Land Records as Document Number 2410085. ¶ 10.3 described hereinabove is attached hereto and made a part hereof as Exhibit B.**

5. The LESSEE shall have hunting rights during Archery Deer and/or Turkey Season, as set by the Illinois Department of Natural Resources (IDNR), on the Hunting Property.
6. The LESSEE shall be allowed access to the Hunting Property for the term of this Agreement for the purposes of placing blinds and/or stands, cultivating food plots, and other hunting preparatory activity. The Hunting Property shall not be used by Lessee for any purpose not stated in this Agreement.
7. That if any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, all other provisions of this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
8. The County Board may terminate this Agreement by a simple majority vote with the recommendation of the Property Committee.
9. Property Taxes shall be paid by Lessee in accordance with 35 ILCS 200/15-60. The Fulton County Assessor shall send all real estate tax bills and correspondence to Lessee at Lessee's address of record. (Estimation of annual taxes for 2026 under the Conservation Stewardship Program is \$2,100.00.) Lessee should apply for the Conservation Stewardship Program with the assistance of the Fulton County Assessor's office within 60 days of accepting this Lease Agreement to qualify for the quoted reduction in taxes. Termination of this Agreement can be initiated by the Lessee if denied enrollment in the Conservation Stewardship program.
10. Lessee shall be responsible for any actions taken by any invitee that Lessee may allow upon the Property and any such invitee shall also be responsible for violating any law or any damage caused by invitee while upon the Property.
11. This Lease Agreement may only be amended by written mutual agreement of the parties.

The LESSEE shall:

1. Abide by all federal and state laws and regulations while on the Property;
2. Keep all gates to the Property closed and locked at all times to prevent any unauthorized access to the Property;
3. Mow grassy landfill area annually and bale grass;
4. Agrees that landfill activities may be required at any time by Landowner and shall take precedence to any hunting activities. Hunting shall not interfere with these activities. Landowner will provide 48 hours' notice to LESSEE during hunting season for access to the Hunting Property for any purpose;
5. Limit vehicular traffic on the Property to existing roadways and shall not travel more than ten (10) miles per hour; not cause any damage or ruts to the Cap. Lessee

will be responsible for any damage to the Property, including, but not limited to, the Cap surface, fencing, gates, etc., resulting from hunting activities;

6. Not allow fires, domestic animals or littering on the Property at any time by any one;
7. Provide Fulton County Clerk a current certification of insurance naming Fulton County Government and Fulton County Board as additional insured on a commercial liability insurance policy issued by an insurance company acceptable to Landowner in an amount of at least \$1,000,000.00. Lessee acknowledges that site security and site safety are of primary importance to LANDOWNER;
8. Not allow hunting with in three hundred feet (300') of any property line or building;
9. See that blinds or stands are not constructed in a manner that permanently damages any tree;
10. Remove all blinds and stands within five (5) days of the termination of this Agreement;
11. Agree that failure to abide by any term of this Agreement is grounds for immediate termination of this Agreement, and that violation of this Agreement shall lead to immediate termination of this agreement and forfeiture of rents and rights; and
12. Agree that this Agreement may not be assigned and agrees not to sublet the Hunting Property in any fashion.

Lessee Signature

Date:

Lessee Printed name

Fulton County Board Chairman

Date:

(The legal description of the Hunting Property is attached as Exhibit A)