

CITY OF RED BUD, RANDOLPH COUNTY, ILLINOIS

ORDINANCE NO. 1572

**AN ORDINANCE APPROVING AN ASSIGNMENT OF
LEASE OF MUNICIPAL REAL PROPERTY**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RED BUD, ILLINOIS,
THIS 2nd DAY OF MARCH, 2026

*Published in pamphlet form by authority of the City Council of the City of Red Bud,
Randolph County, Illinois, this 2nd day of March, 2026.*

Posted: March 3, 2026
Removed:

By: KAC
By:

STATE OF ILLINOIS)
) SS.
COUNTY OF RANDOLPH)

CERTIFICATION

I, Joanne Cowell, certify that I am the duly appointed municipal clerk of the City of Red Bud, Randolph County, Illinois.

I further certify that on March 2, 2026, the Corporate Authorities of the above municipality passed and approved Ordinance No. 1572 entitled:

**AN ORDINANCE APPROVING AN ASSIGNMENT OF
LEASE OF MUNICIPAL REAL PROPERTY**

Which, provided by its terms, that it should be published in pamphlet form.

The Pamphlet form of Ordinance No. 1572 including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance posted at the Red Bud City Hall commencing on March 2, 2026 where it will remain for at least ten (10) days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Red Bud, Illinois this 2nd day of March, 2026.



Joanne Cowell
City Clerk

ORDINANCE NO. 1572

**AN ORDINANCE APPROVING AN ASSIGNMENT OF
LEASE OF MUNICIPAL REAL PROPERTY**

WHEREAS, 65 ILCS 5/11-76-1 allows municipalities to lease real property of the municipality;
and

WHEREAS, the City of Red Bud, Illinois, owns a parcel of land on the East side of the City which
include the City Cemetery and part of the land is currently farmed; and

WHEREAS, the City Council has determined that the best use of the aforementioned real estate is
to continue farming which serves the public purpose of generating revenue and relieving the City
of all land maintenance expenses; and

WHEREAS, the real estate also serves the public purpose of being available for City use; and

WHEREAS, the City negotiated and approved a lease with James A. Guebert dated May 30,
2023, which is not in excess of twenty (20) years, a copy of said lease being attached as "Exhibit
A" and being made a part hereof by reference; and

WHEREAS, James A. Guebert as tenant now wishes to assign his interest in the Lease to Kevin
S. Guebert, Kevin S. Guebert wishes to accept the assignment of the attached Lease, and the City
agrees to the assignment.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RED BUD,
ILLINOIS, as follows:

SECTION 1: That the above recitals are hereby made a part of this Ordinance as though written
herein verbatim.

SECTION 2: That the Assignment of Lease dated May 30, 2023 attached hereto and made a part
hereof by reference, is hereby approved.

SECTION 3: The Mayor and City Clerk are authorized and directed to execute the Assignment
of Lease on behalf of the City of Red Bud, Illinois and the proper City officials shall continue to
carry out the Lease according to its terms.

SECTION 4: This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior
hereto that in conflict herewith, to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage by the
City Council, signature by the Mayor, and publication in pamphlet form, as provided by law.

PASSED BY THE CITY COUNCIL this 2nd day of March, 2026.

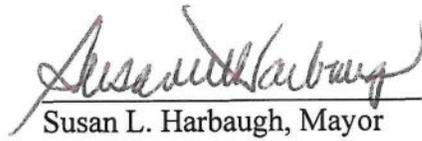
YEAS: P. Mueller, B. Hanebutt, J. DeMond, R. Nevois, K. Donjon, A. Piel, B. Parsons,
C. Guebert

NAYS: N/A

ABSTAINED: N/A

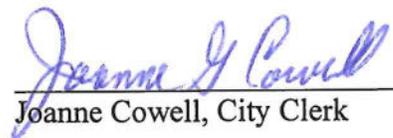
ABSENT: N/A

APPROVED BY THE MAYOR this 2nd day of March, 2026.



Susan L. Harbaugh, Mayor

ATTEST:



Joanne Cowell, City Clerk

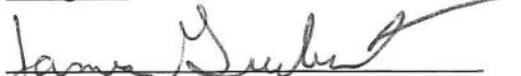
ASSIGNMENT OF LEASE

This Assignment of Contract (the "Assignment") is made and effective this 2nd day of March, 2026, by and between James A. Guebert, (the "Assignor"), 8509 Sunset Lane, Red Bud, Illinois, to Kevin S. Guebert (the "Assignee"), 5152 State Route 159, Red Bud, Illinois 62278.

1. The undersigned Assignor hereby assigns, transfers, and sets over to Assignee all right, title, and interest held by the Assignor in and to the Lease ("Lease") between the City of Red Bud and James A. Guebert dated May 30, 2023 (Exhibit "A").
2. The Assignor warrants and represents that the Lease is in full force and effect and is fully assignable.
3. The Assignee hereby assumes and agrees to perform all the remaining executory obligations of the Assignor under the Lease and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from nonperformance by the Assignee.
4. The Assignor warrants that the Lease is without modification and remains on the terms contained in the Lease.
5. The Assignor further warrants that it has full right and authority to transfer said Lease and that the Lease rights herein transferred are free of lien, encumbrance, or adverse claim.
6. The Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year stated above.

Assignor:


James A. Guebert

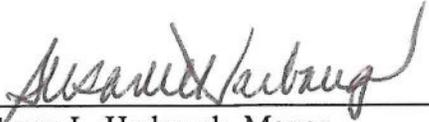
Assignee:


Kevin S. Guebert

This 2nd day of March, 2026, the City of Red Bud, Illinois, hereby approves and accepts the Assignment of Lease dated May 30, 2023.

LANDLORD:

BY:



Susan L. Harbaugh, Mayor
City of Red Bud, Illinois

ATTEST:



Joanne G. Cowell, City Clerk
City of Red Bud, Illinois

Cooper, Gilbreth, & Doyle Law Offices
205 E. Market St.
Red Bud, IL 62278
618-282-3866
redbud@cgdlawoffices.com

FARM LEASE (CASH RENT)

THIS LEASE is effective upon the approval of the City Council and the date of the last of the parties to sign the Lease, whichever is later, between JAMES A. GUEBERT, of Red Bud, Illinois, or his successors, assigns, executors, administrators, trustees, heirs, and legatees, hereinafter referred to as LESSEE and the CITY OF RED BUD, ILLINOIS, of 200 E. Market St., Red Bud, Illinois 62278, hereinafter referred to as LESSOR. The parties to this Lease agree to the following provisions:

1. The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the real estate located in Randolph County, Illinois, being referred to as part PIN #13-118-022-00 (North of City Cemetery) tract.
2. The parties agree that this Lease shall cover the 2023 season and any pre-existing agreements are terminated. The term of this Lease shall be for one year from January 1, 2023 through December 31, 2023. Upon agreement of both parties each year the lease may be continued year to year from January 1 to December 31 of each year. In each year, no winter crop shall be planted without prior permission of the Lessor.
3. The Lessee agrees to pay the Lessor an annual cash rent for the above-described farmland in the amount of \$150 per acre for 2.00 tillable acres on the North of City Cemetery tract for a total of 2.00 acres and \$300.00. Annually, the parties will review the annual cash rent payment amount for revision. This annual cash rent shall be paid to the Lessor no later than the twenty-eighth day of December each year. If the Lessor terminates only part of the lease acreage in a certain year, then the cash rent due in the other years, if any, shall be based on the remaining acreage still available to be farmed at the same amount per acre.

4. The Lessor shall have the right to terminate the Lessee's farm lease interests, or any partial acreage thereof, upon thirty (30) days' Notice to the Lessee, and Lessee shall receive reimbursement for their actual cost of supplies per acre terminated, upon proof presented to the Lessor, at the time of termination if the Lessee is not allowed to harvest the crop, if any.

5. The Lessee shall pay all costs of farming the land and shall furnish all labor, material, and equipment needed to farm the land.

6. The Lessee shall cultivate the farmland faithfully and in a timely, thorough, and business-like manner, including but not limited to preventing noxious weeds, keeping open ditches, drains and waterways, and preventing all unnecessary waste, loss, or damage to the property.

7. The Lessee shall maintain insurance for crops, general liability, property damage, and workers' compensation in amounts required by law and acceptable to the Lessor. Lessee shall furnish certificate of insurance, or by endorsement at the Lessor's choosing, showing the Lessor as additional insured at any time as requested by Lessor.

8. The Lessee shall not assign their interest in this lease, sublease, or add any structures without permission of the Lessor.

9. All crops, equipment, and animals, if any, shall be removed by the end of the farm lease period.

10. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view the premises, to work, make repairs or improvements thereon, or to do and take any other action it deems necessary.

11. The Lessee agrees to indemnify the Lessor and hold the Lessor harmless from any and all liability which may occur during the farm lease period from the use of said premises, except for any actions of the Lessor, or its employees, contractors, successors, or assigns arising out of their use of the property.

12. This Lease is entered in the State of Illinois and shall be interpreted pursuant to the laws of the State of Illinois. Any court action taken by either party shall only be instituted and proceed in a court of general jurisdiction in Randolph County, Illinois.

13. If any provisions of this Lease are for any reason determined to be unenforceable, then any such provision shall be deemed independent and severable from all other provisions and shall not affect the validity or enforceability of any other provision of this Lease.

14. Each party hereby understands, acknowledges and agrees that in executing this Lease, that they had not been induced, persuaded or motivated by any promise or representation made by the other party, except for those listed herein. All previous negotiations, statements or preliminary instruments by the parties or their representatives are merged in this Lease.

15. This Lease may be executed in counterparts each of which shall be deemed an original and which together shall constitute one and the same instrument.

(THIS SPACE LEFT BLANK INTENTIONALLY-

CONTINUE ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have signed this Lease.

LESSOR:

By:

Susan L. Harbaugh
CITY OF RED BUD, ILLINOIS
Acting Mayor

Attest:

Joanne G. Cowell
CITY OF RED BUD, ILLINOIS
City Clerk

DATE: May 30, 2023

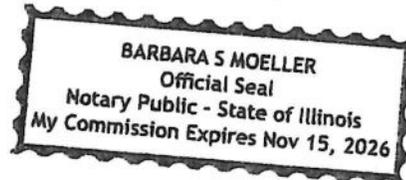
DATE: May 30, 2023

STATE OF ILLINOIS)
) SS.
COUNTY OF RANDOLPH)

I, Barbara S Moeller, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that SUSAN L. HARBAUGH, personally known to me to be the Acting Mayor of the City of Red Bud, Illinois, a municipal corporation, and Joanne G Cowell, personally known to me to be the City Clerk, or Deputy City Clerk acting on behalf of the City Clerk, of the City of Red Bud, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that acting as such Mayor and City Clerk, they signed, sealed and delivered the said instrument acting as Mayor and City Clerk and caused their signatures to be affixed hereto, pursuant to the authority given by the City Council of Red Bud, Illinois, as their free and voluntary act, and as the free and voluntary act and deed of the City of Red Bud, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of MAY, 2023

Barbara S Moeller
Notary Public



LESSEE:

James A. Guebert
JAMES A. GUEBERT

DATE: May 25, 2023

STATE OF ILLINOIS)
) SS.
COUNTY OF RANDOLPH)

I, Barbara S Moeller, a Notary Public, in and for said State and County, do hereby certify that JAMES A. GUEBERT, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of May, 2023.

Barbara S. Moeller
Notary Public

