

RESOLUTION 2022-118

PASSED: NOVEMBER 28, 2022

AUTHORIZING THE CITY MANAGER TO EXECUTE FIVE FARM LEASE AGREEMENTS FOR 370.6 ACRES OF LAND AT THE DEKALB TAYLOR MUNICIPAL AIRPORT FOR A PERIOD NOT TO EXCEED 36 MONTHS.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City staff negotiated five (5) farm lease agreements for 370.6 acres of land at the DeKalb Taylor Municipal Airport for a 3-year term in the same or substantially similar form as Group Exhibit A attached hereto and incorporated herein (the "Airport Farm Leases"); and

WHEREAS, the City's corporate authorities find that approving the Airport Farm Leases is in the City's best interests for the protection of the public health, morals, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve, authorize, direct, and ratify the City Manager to execute the Airport Farm Leases attached hereto and incorporated herein as Group Exhibit A and to take such further acts as may be necessary to effect the Airport Farm Leases.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 28th day of November 2022 and approved by me as Mayor on the same day. Passed by a 6-0-1-1 roll call vote. Aye: Morris, Smith, Perkins, Verbic, Faivre, Barnes. Nay: None. Absent: McAdams. Recused: Larson.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

**DEKALB TAYLOR MUNICIPAL AIRPORT
AIRPORT ADJACENT FARMING BID**

CASH FARM LEASE

This lease is entered into the 16th day of December 2022 between City of DeKalb, an Illinois Municipal Corporation, Landlord, and David Geils, Northern Tier Farm Partnership, Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"):

The portions of cropland of Permanent Tax Index Nos. 08-24-279-003, 08-24-426-002, 09-08-300-012, 09-17-100-015, 09-17-100-002, 09-17-100-007, 09-18-200-005, 09-18-400-003, 09-19-226-005, 09-19-226-006, 09-19-276-003, 09-19-276-004, 09-19-376-009, 09-19-401-003, 09-19-477-002, and 09-19-478-003 consisting of approximately 314 tillable acres.

The term of this lease shall be from the 1st day of March 2023 to the 28th day of February 2026 or earlier if final harvesting has occurred.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of \$119,999.81 which shall be paid on the 15th day of March.

This represents approximately 314 acres @ \$382.165 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3: TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

- A. All machinery, equipment, fuel and labor necessary to operate the Property.
- B. All *ad valorem* property taxes or assessments of any nature on the Property.

- C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease.
- D. **Insurance.** Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million (\$1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

- A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.
- B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.
- C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
- D. Not to cut live trees except by permission of the Landlord.
- E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.
- F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.
- G. To investigate and repair any broken tile and keep outlets open. Tenant shall not operate tillage equipment through grass waterways, or other low places that will permit open ditches eroding across fields.
- H. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.
- I. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.

- J. To keep the Property neat and orderly.
- K. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.
- L. To preserve established watercourses or ditches, and refrain from any operation that will injure them.
- M. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
- N. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

- A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.
- B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his Agent, if requested. Soil testing and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

- A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.
- B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such

land is on grain rent and to release Tenant from obligation to continue farming this Property when development of resources interferes materially with Tenant's ability to make a satisfactory return.

- C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.
- D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.
- E. **Indemnity.** Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, representatives, contractors and assigns from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Tenant, or its employees, agents, representatives, contractors or assigns, in exercising any of Tenant's rights hereunder or from use or occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.
- F. **Liability for Damage to Property or Persons.** Landlord shall not be liable to Tenant for any injury or death to any person or persons, or for any damage to Tenant's business or to the property, machines, fixtures, and equipment of Tenant, or any person claiming through or under Tenant, arising out of any accident or occurrence in, upon or near the Property unless such injury, death or damage is solely due to and proximately caused by Landlord's gross negligence or willful and wanton acts. All property of Tenant shall be kept or stored at the Property at the risk of Tenant, and Tenant shall defend and hold Landlord harmless from claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be solely due and proximately caused by the willful act or gross neglect of Landlord. Landlord shall not be responsible for injury or damage to any persons or property of Tenant or of others caused by or resulting from bursting, breakage or leakage of pipes, from steam, snow or ice, from running, backing up, seepage or overflow of water or sewage in or near the Property or resulting from acts of God or the elements or from any defect or negligence in the occupancy, construction, operation or use of the Property including any building improvements, structural elements, mechanical systems and other machinery and equipment.

Landlord shall not be liable for any injury or damage to persons or property or to any building, structure or improvements on the Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any building, structure or improvements on the Property or from the pipes, appliances or plumbing works or from the roof, street or

subsurface or from any other place or by dampness or by any other cause of whatever nature; Landlord shall not be liable for any such injury or damage caused by other tenants or by occupants of the Property or property adjacent thereto or by the public, or by operations in the construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in construction or renovations to the Property or to any building, structure or improvements located on the Property.

- G. **Right of Entry.** The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.
- H. If the Tenant shall, from any cause, fail to comply with any of Tenant's obligations herein, the Landlord may at any time when such failure occurs after giving five days' written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant's right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant's obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent, or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.
- I. **Yielding Possession.** The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.
- J. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

SECTION 7. ENVIRONMENTAL CONCERNS.

- A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.
- B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount,

date of application and location of application of all pesticides and fertilizers used on the Property.

- C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.
- D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

- (a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord's affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

(b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

(c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*), and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, *et seq.*); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, *et seq.*); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, *et seq.*). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

(d) This Environmental Indemnity provision shall survive the termination of this Lease.

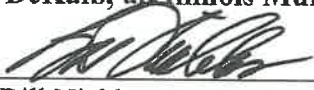
SECTION 8. ADDITIONAL AGREEMENTS.

- A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.
- B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited.
- C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.
- D. Tenant will timely certify the acreages planted of each crop at the Farm Service office.

- E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant.
- F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.
- G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: 
Bill Nicklas

Its: City Manager

Tenant

David Geils, Northern Tier Farm Partnership

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor

Signature: _____

Print Name: DAVID GEILS

**DEKALB TAYLOR MUNICIPAL AIRPORT
AIRPORT ADJACENT FARMING BID**

CASH FARM LEASE

This lease is entered into the 16th day of December 2022, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and DeKalb Community Unit School District #428, DeKalb County, Illinois (organized under the provisions of the School Code by its Board of Education), Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"):

The portions of cropland of Permanent Tax Index No(s). 08-24-251-004, 08-24-251-005, and 08-24-401-003 consisting of approximately 20.3 tillable acres.

The term of this lease shall be from the 1st day of March 2023 to the 28th day of February 2026 or earlier if final harvesting has occurred.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of \$3,879.03, which shall be paid on the 15th day of March.

This represents approximately 20.3 acres @ \$191.09 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3: TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

- A. All machinery, equipment, fuel and labor necessary to operate the Property.
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- F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.
- G. To investigate and repair any broken tile and keep outlets open. Tenant shall not operate tillage equipment through grass waterways, or other low places that will permit open ditches eroding across fields.
- H. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.
- I. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.

- J. To keep the Property neat and orderly.
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- B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such

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- C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.
- D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.
- E. **Indemnity.** Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, representatives, contractors and assigns from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Tenant, or its employees, agents, representatives, contractors or assigns, in exercising any of Tenant's rights hereunder or from use or occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.
- F. **Liability for Damage to Property or Persons.** Landlord shall not be liable to Tenant for any injury or death to any person or persons, or for any damage to Tenant's business or to the property, machines, fixtures, and equipment of Tenant, or any person claiming through or under Tenant, arising out of any accident or occurrence in, upon or near the Property unless such injury, death or damage is solely due to and proximately caused by Landlord's gross negligence or willful and wanton acts. All property of Tenant shall be kept or stored at the Property at the risk of Tenant, and Tenant shall defend and hold Landlord harmless from claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be solely due and proximately caused by the willful act or gross neglect of Landlord. Landlord shall not be responsible for injury or damage to any persons or property of Tenant or of others caused by or resulting from bursting, breakage or leakage of pipes, from steam, snow or ice, from running, backing up, seepage or overflow of water or sewage in or near the Property or resulting from acts of God or the elements or from any defect or negligence in the occupancy, construction, operation or use of the Property including any building improvements, structural elements, mechanical systems and other machinery and equipment.

Landlord shall not be liable for any injury or damage to persons or property or to any building, structure or improvements on the Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any building, structure or improvements on the Property or from the pipes, appliances or plumbing works or from the roof, street or

subsurface or from any other place or by dampness or by any other cause of whatever nature; Landlord shall not be liable for any such injury or damage caused by other tenants or by occupants of the Property or property adjacent thereto or by the public, or by operations in the construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in construction or renovations to the Property or to any building, structure or improvements located on the Property.

- G. **Right of Entry.** The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.
- H. If the Tenant shall, from any cause, fail to comply with any of Tenant's obligations herein, the Landlord may at any time when such failure occurs after giving five days' written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant's right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant's obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent, or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.
- I. **Yielding Possession.** The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.
- J. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

SECTION 7. ENVIRONMENTAL CONCERNS.

- A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.
- B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount,

date of application and location of application of all pesticides and fertilizers used on the Property.

C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.

D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

(a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord's affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

- (b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.
- (c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*), and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, *et seq.*); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, *et seq.*); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, *et seq.*). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).
- (d) This Environmental Indemnity provision shall survive the termination of this Lease.

SECTION 8. ADDITIONAL AGREEMENTS.

- A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.
- B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited.
- C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.
- D. Tenant will timely certify the acreages planted of each crop at the Farm Service office.

- E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant.
- F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.
- G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.
City of DeKalb, an Illinois Municipal Corporation

By: _____

Bill Nicklas

Its: _____

City Manager

Tenant

DeKalb Community Unit School District #428

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor

Signature: _____

Print Name: _____

**DEKALB TAYLOR MUNICIPAL AIRPORT
AIRPORT ADJACENT FARMING BID**

CASH FARM LEASE

This lease is entered into the 16th day of December 2022, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and Larson Grain Farms, Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"):

The portions of cropland of Permanent Tax Index No(s). 09-08-300-012 consisting of approximately 5.5 tillable acres.

The term of this lease shall be from the 1st day of March 2023 to the 28th day of February 2026 or earlier if final harvesting has occurred.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of \$2,101.93, which shall be paid on the 15th day of March.

This represents approximately 5.5 acres @ \$382.17 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3: TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

- A. All machinery, equipment, fuel and labor necessary to operate the Property.
- B. All *ad valorem* property taxes or assessments of any nature on the Property.
- C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease.

- D. **Insurance.** Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million (\$1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

- A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.
- B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.
- C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
- D. Not to cut live trees except by permission of the Landlord.
- E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.
- F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.
- G. To investigate and repair any broken tile and keep outlets open. Tenant shall not operate tillage equipment through grass waterways, or other low places that will permit open ditches eroding across fields.
- H. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.
- I. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.
- J. To keep the Property neat and orderly.

- K. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.
- L. To preserve established watercourses or ditches, and refrain from any operation that will injure them.
- M. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
- N. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

- A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.
- B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his Agent, if requested. Soil testing and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

- A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.
- B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property

when development of resources interferes materially with Tenant's ability to make a satisfactory return.

- C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.
- D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.
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- (d) This Environmental Indemnity provision shall survive the termination of this Lease.

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- B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited.
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- G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

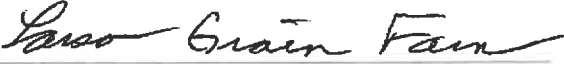
IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: 
Bill Nicklas

Its: City Manager

Tenant


Larson Grain Farms

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor

Signature: _____

Print Name: _____

**DEKALB TAYLOR MUNICIPAL AIRPORT
AIRPORT ADJACENT FARMING BID**

CASH FARM LEASE

This lease is entered into the 16th day of December 2022, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and Thomas A. Weishaar, Weishaar Farms, Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"):

The portions of cropland of Permanent Tax Index No(s). 09-18-400-006 and 09-19-226-007 consisting of approximately 7.3 tillable acres.

The term of this lease shall be from the 1st day of March 2023 to the 28th day of February 2026 or earlier if final harvesting has occurred.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of \$2,789.84, which shall be paid on the 15th day of March.

This represents approximately 7.3 acres @ \$382.17 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3: TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

- A. All machinery, equipment, fuel and labor necessary to operate the Property.
- B. All *ad valorem* property taxes or assessments of any nature on the Property.
- C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease.

- D. **Insurance.** Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million (\$1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

- A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.
- B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.
- C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
- D. Not to cut live trees except by permission of the Landlord.
- E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.
- F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.
- G. To investigate and repair any broken tile and keep outlets open. Tenant shall not operate tillage equipment through grass waterways, or other low places that will permit open ditches eroding across fields.
- H. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.
- I. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.
- J. To keep the Property neat and orderly.

- K. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.
- L. To preserve established watercourses or ditches, and refrain from any operation that will injure them.
- M. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
- N. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

- A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.
- B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his Agent, if requested. Soil testing and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

- A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.
- B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property

when development of resources interferes materially with Tenant's ability to make a satisfactory return.

- C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.
- D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.
- E. **Indemnity.** Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, representatives, contractors and assigns from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Tenant, or its employees, agents, representatives, contractors or assigns, in exercising any of Tenant's rights hereunder or from use or occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.
- F. **Liability for Damage to Property or Persons.** Landlord shall not be liable to Tenant for any injury or death to any person or persons, or for any damage to Tenant's business or to the property, machines, fixtures, and equipment of Tenant, or any person claiming through or under Tenant, arising out of any accident or occurrence in, upon or near the Property unless such injury, death or damage is solely due to and proximately caused by Landlord's gross negligence or willful and wanton acts. All property of Tenant shall be kept or stored at the Property at the risk of Tenant, and Tenant shall defend and hold Landlord harmless from claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be solely due and proximately caused by the willful act or gross neglect of Landlord. Landlord shall not be responsible for injury or damage to any persons or property of Tenant or of others caused by or resulting from bursting, breakage or leakage of pipes, from steam, snow or ice, from running, backing up, seepage or overflow of water or sewage in or near the Property or resulting from acts of God or the elements or from any defect or negligence in the occupancy, construction, operation or use of the Property including any building improvements, structural elements, mechanical systems and other machinery and equipment.

Landlord shall not be liable for any injury or damage to persons or property or to any building, structure or improvements on the Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any building, structure or improvements on the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature;

Landlord shall not be liable for any such injury or damage caused by other tenants or by occupants of the Property or property adjacent thereto or by the public, or by operations in the construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in construction or renovations to the Property or to any building, structure or improvements located on the Property.

- G. **Right of Entry.** The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.
- H. If the Tenant shall, from any cause, fail to comply with any of Tenant's obligations herein, the Landlord may at any time when such failure occurs after giving five days' written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant's right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant's obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent, or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.
- I. **Yielding Possession.** The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.
- J. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

SECTION 7. ENVIRONMENTAL CONCERNS.

- A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.
- B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

- C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.
- D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

- (a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord's affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.

- (b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.
- (c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*), and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, *et seq.*); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, *et seq.*); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, *et seq.*). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).
- (d) This Environmental Indemnity provision shall survive the termination of this Lease.

SECTION 8. ADDITIONAL AGREEMENTS.

- A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.
- B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited.
- C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.
- D. Tenant will timely certify the acreages planted of each crop at the Farm Service office.

- E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant.
- F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.
- G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: _____

Bill Nicklas

Its: City Manager _____

Tenant

Thomas A. Weishaar, Weishaar Farms

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor

Signature: _____

Print Name: _____

**DEKALB TAYLOR MUNICIPAL AIRPORT
AIRPORT ADJACENT FARMING BID**

CASH FARM LEASE

This lease is entered into the 16th day of December 2022, between City of DeKalb, an Illinois Municipal Corporation, Landlord, and Diehl Farms LLC, Tenant.

The Landlord, in consideration of the agreements set forth in this lease to be kept and performed by the Tenant, rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of DeKalb and State of Illinois, described as follows (hereinafter referred to as the "Property"):

The portions of cropland of Permanent Tax Index No(s). 09-17-100-022 consisting of approximately 14.5 tillable acres.

The term of this lease shall be from the 1st day of March 2023 to the 28th day of February 2026 or earlier if final harvesting has occurred.

The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Landlord and Tenant in like manner as upon the original parties, except by mutual agreement otherwise.

SECTION 1. AMOUNT OF RENT AND TIME OF PAYMENT.

The Tenant agrees to pay the Landlord as annual cash rent for the above-described Property the sum of \$5,541.46, which shall be paid on the 15th day of March.

This represents approximately 14.5 acres @ \$382.17 per acre.

SECTION 2. LANDLORD'S INVESTMENT AND EXPENSE.

The Landlord agrees to allow Tenant the quiet enjoyment of the Property so long as Tenant complies with all of Tenant's obligations of this Lease.

SECTION 3: TENANT'S INVESTMENT AND EXPENSES.

The Tenant agrees to furnish the Property and to pay the items of expenses described below:

- A. All machinery, equipment, fuel and labor necessary to operate the Property.
- B. All *ad valorem* property taxes or assessments of any nature on the Property.
- C. All operating expenses or the portion of expenses not furnished or paid by the Landlord as provided in this lease.

- D. **Insurance.** Tenant covenants and agrees prior to any use or occupancy of the Property and at Tenant's sole cost and expense to maintain in full force and effect at all times during the term of this lease, workmen's compensation insurance with statutory limits of coverage and general liability insurance naming Landlord as an additional insured with waiver of subrogation and with limits not less than One Million (\$1,000,000) for personal injury, including bodily injury and death, property damage, and with coverage for pollution, crop spraying, overspray and drift. Tenant shall provide Landlord with a copy of the declaration pages of all such insurance policies. Such insurance policies shall be issued by an insurance company approved by Landlord and in a form acceptable to Landlord and shall be subject to modification or cancellation only upon written notice delivered by certified mail to Landlord not less than thirty (30) days in advance of any such proposed modification or cancellation.

SECTION 4. TENANT'S DUTIES IN OPERATING PROPERTY.

In addition to the agreements covered by the foregoing provisions of this lease, the Tenant further agrees that he will perform and carry out the stipulations represented in the following clauses:

- A. To faithfully cultivate the Property in a timely, thorough and businesslike manner.
- B. Not assign this lease to any person or persons or sublet any part of the Property without the written consent of the Landlord.
- C. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
- D. Not to cut live trees except by permission of the Landlord.
- E. Not to allow noxious weeds to go to seed on said Property, but to destroy the same and to cut and maintain the sprouts, brush, weeds and grass up to the roads adjoining the land as often as needed each year.
- F. Not to burn cornstalks, straw, or other crop residues grown upon the Property except by permission of the Landlord, but to leave or spread all such material upon the land, and in no case to remove from the Property any such material without the consent of the Landlord.
- G. To investigate and repair any broken tile and keep outlets open. Tenant shall not operate tillage equipment through grass waterways, or other low places that will permit open ditches eroding across fields.
- H. To prevent all unnecessary waste, or loss, or damage to the Property of the Landlord.
- I. The Tenant agrees to plow in any post-harvest crop residue on or before November 15th of each year of this lease. Tenant also agrees to follow such crop rotation, tillage practices, fertilizer programs, conservation measures and arrangements as are instructed by Landlord.
- J. To keep the Property neat and orderly.

- K. The buildings, fences and other improvements on the Property are to be kept in as good repair and condition as they are at the beginning of the lease, or in as good repair and condition as they may be put in by the Landlord during the term of the lease, ordinary wear and depreciation excepted.
- L. To preserve established watercourses or ditches, and refrain from any operation that will injure them.
- M. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
- N. Follow the farming practices that are generally recommended for and that are best adapted to this type of Property and for this locality unless other practices are agreed upon.

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES.

The Landlord and Tenant agree that they will observe the following provisions:

- A. Except when mutually decided otherwise, the land use and cropping system shall be approximately as follows: All tillable cropland as hereby rented to Tenant.
- B. The fertilizer and limestone program shall be nitrogen, phosphorus and potash applied annually to produce corn or soybeans and maintain the fertility of the soil, for which the Tenant shall provide records and receipts of all applications, to the Landlord or his Agent, if requested. Soil testing and ag lime costs are all Tenant's expense.

SECTION 6. DEFAULT, COMPENSATION FOR DAMAGE, METHOD OF SETTLEMENT, RIGHT OF ENTRY.

- A. Tenant is not to erect or permit to be erected upon said Property, any structure, building, fence or sign of any kind whatsoever, except by the written consent of the Landlord, nor to purchase any materials or incur any expenses for the account of the Landlord without its approval and will not make a claim for labor at any time unless Landlord has given written permission at a previous date.
- B. Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land or any part thereof, but the same are hereby expressly reserved by the Landlord together with the full right and liberty to them, to enter upon the Property and to bore, search and excavate for same, to work and remove the same, and to deposit excavated rubbish, and with full liberty to pass over said Property with vehicles and lay down and work any such railroad track or tracks, tanks, pipe lines, powers and structures as may be necessary or convenient for the above purpose. Said Landlord, however, agrees to deduct from the annual rent, pro-rata, for the land so taken by him or his assigns for said uses when the rental of such land is cash, and to reimburse the said Tenant for any actual damage he may suffer for crops destroyed where such land is on grain rent and to release Tenant from obligation to continue farming this Property

when development of resources interferes materially with Tenant's ability to make a satisfactory return.

- C. Landlord shall in no way be liable in damages for failure of water supply or for any damage by the elements or otherwise, to any of the improvements, nor for any loss or damage while improvements are under construction or repair, nor for any failure to repair or alter or replace any buildings or improvement.
- D. Tenant takes possession of the Property subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family, employees, agents, representatives, contractors or assigns in pursuance of his farming operations, or in performing repairs to the buildings, fences and other improvements, or accidents and injuries arising out of the use of farm equipment and machines.
- E. **Indemnity.** Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, representatives, contractors and assigns from any and all claims, liens, penalties, demands, actions, proceedings, liabilities or losses of any nature whatsoever (including attorneys' fees and expenses and court costs) arising out of or relating to the acts or omissions of Tenant, or its employees, agents, representatives, contractors or assigns, in exercising any of Tenant's rights hereunder or from use or occupancy of the Property in any manner whatsoever by the Tenant, or its employees, agents, representatives, contractors or assigns, except to the extent solely due and proximately caused by Landlord's gross negligence or willful and wanton acts.
- F. **Liability for Damage to Property or Persons.** Landlord shall not be liable to Tenant for any injury or death to any person or persons, or for any damage to Tenant's business or to the property, machines, fixtures, and equipment of Tenant, or any person claiming through or under Tenant, arising out of any accident or occurrence in, upon or near the Property unless such injury, death or damage is solely due to and proximately caused by Landlord's gross negligence or willful and wanton acts. All property of Tenant shall be kept or stored at the Property at the risk of Tenant, and Tenant shall defend and hold Landlord harmless from claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be solely due and proximately caused by the willful act or gross neglect of Landlord. Landlord shall not be responsible for injury or damage to any persons or property of Tenant or of others caused by or resulting from bursting, breakage or leakage of pipes, from steam, snow or ice, from running, backing up, seepage or overflow of water or sewage in or near the Property or resulting from acts of God or the elements or from any defect or negligence in the occupancy, construction, operation or use of the Property including any building improvements, structural elements, mechanical systems and other machinery and equipment.

Landlord shall not be liable for any injury or damage to persons or property or to any building, structure or improvements on the Property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any building, structure or improvements on the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature;

Landlord shall not be liable for any such injury or damage caused by other tenants or by occupants of the Property or property adjacent thereto or by the public, or by operations in the construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in construction or renovations to the Property or to any building, structure or improvements located on the Property.

- G. **Right of Entry.** The Landlord or his Agent shall be entitled to free access to the Property at all times and may make any repairs and improvements thereon. If this lease is terminated, the Landlord or his Agent shall be entitled to fall till, fertilize or otherwise prepare the ground and plant in proper season for the following year's crops.
- H. If the Tenant shall, from any cause, fail to comply with any of Tenant's obligations herein, the Landlord may at any time when such failure occurs after giving five days' written notice of its intention to do so: (1) terminate this lease; or (2) terminate Tenant's right to possession under this lease and take possession of said Property and buildings thereon which the Tenant agrees to surrender without said possession terminating this lease and Tenant's obligation to pay rent hereunder, and employ other persons to tend said crop and perform all the agreements of the Tenant as herein contained as fully as the same are contemplated in this agreement and after deducting all monies advanced, or monies or crops due for the rent and the expense of attending such crop as aforesaid, to pay the residue, if any, to the Tenant. If the Tenant shall fail to pay the cash rent, or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the Landlord in enforcing collection or performance, shall be added to and become a part of the obligations payable by the Tenant hereunder.
- I. **Yielding Possession.** The Tenant agrees that at the expiration of the term of this lease, he will yield up possession of the Property to the Landlord without further demand or notice, in as good order and condition as when same were entered upon by the Tenant, loss by fire or tornado, and ordinary wear excepted. The Tenant shall pay to the Landlord a reasonable compensation for any damage to the Property above the aforementioned exceptions.
- J. The Tenant shall be responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers compensation contributions, and the Landlord shall have no responsibilities therefore.

SECTION 7. ENVIRONMENTAL CONCERNS.

- A. The Tenant is to use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances, and to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the Property and adjoining areas.
- B. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide the Landlord annually, a written report indicating the product name, amount, date of application and location of application of all pesticides and fertilizers used on the Property.

- C. No chemicals will be stored on the Property. When chemicals or petroleum products are on the Property, they will be only those planned to be used on the Property, and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Property.
- D. Both Landlord and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the Property.

E. Environmental Indemnity.

- (a) Tenant hereby agrees to defend, protect, indemnify and hold harmless Landlord, Landlord's affiliates, directors, officers, agents and employees, and Landlord's participants, successors and assigns (hereinafter, collectively the "Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, any and all actual out-of-pocket costs (including, without limitation, attorneys' fees, consultants' fees, laboratory costs, expenses and court costs), expense or loss arising from any claim, liability, demands, damage, injunctive relief, claims of lien, liens, settlements, legal and administrative proceedings, injury to person, property or natural resources, fine, penalty, action, cause of action and obligations and liabilities of any kind or nature whatsoever (collectively, "Costs and Liabilities"), incurred by or asserted against any Indemnified Party and arising directly or indirectly, in whole or in part, out of the release, discharge, deposit or presence, or alleged or suspected release, discharge, deposit or presence of any Hazardous Materials at, on, within, under, about or from the Property, or in or adjacent to any part of the Property, or in the soil, groundwater or soil vapor on or under the Property, or elsewhere in connection with the transportation of Hazardous Materials to or from the Property in violation of any Hazardous Materials Laws, whether or not known to Tenant or Indemnified Parties, whether foreseeable or unforeseeable, regardless of the source of such release, discharge, deposit or presence, regardless of when such release, discharge, deposit or presence occurred or is discovered. Without limiting the generality of the foregoing indemnity, such Costs and Liabilities shall include, without limitation, all actual out-of-pocket costs incurred by Indemnified Parties in connection with (i) determining whether the Property is in compliance or the amount of money required to remediate any environmental contamination, and causing the Property to be or become in compliance, with all applicable Hazardous Materials Laws, (ii) any investigation, clean up, removal or remediation of any kind and disposal of any Hazardous Materials present in the soil, groundwater, or at, on, under or within the Property, released from the Property, or which migrate, flow, or percolate onto, under or within any facility or property with respect to which Tenant or Landlord otherwise would have any liability or are otherwise present due to the act of a third party, to the extent required by applicable Hazardous Materials Laws in effect at the time of such investigation, clean up, removal, remediation or disposal, and (iii) repair of any damage to the Property or any other property caused by any investigation, clean up, removal, remediation or disposal.
- (b) Upon demand by any Indemnified Party, Tenant shall defend any investigation, action or proceeding in connection with any claim or liability, or alleged claim or liability, that

would, if determined adversely to such Indemnified Party, be covered by the foregoing indemnification provisions, such defense to be at Tenant's sole cost and expense and by counsel chosen by such Indemnified Party, which counsel may, without limiting the rights of an Indemnified Party pursuant to the next succeeding sentence of this Section 5(b), also represent Tenant in such investigation, action or proceeding.

- (c) As used herein, the term "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*), and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601, *et seq.*); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251, *et seq.*); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901, *et seq.*). The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

- (d) This Environmental Indemnity provision shall survive the termination of this Lease.

SECTION 8. ADDITIONAL AGREEMENTS.

- A. Tenant shall attend a mandatory safety and security meeting provided by Landlord prior to operating on the Property.
- B. Dumping fill, spreading septic, sewage material, sludge or sludge lime, waste treatment, or non-agricultural material is prohibited.
- C. No hunting rights or privileges are granted for the Property and Tenant shall not allow any hunting to take place thereon.
- D. Tenant will timely certify the acreages planted of each crop at the Farm Service office.

- E. Landlord may, from time to time, remove some portion of the Property from Tenant's use under this lease, without penalty to Landlord except for the payment of crop damage as detailed below. In the event of the Landlord selling, changing the land use, altering the Property or otherwise removing a portion of the Property from the use of Tenant, the Tenant will be given notice to remove the growing crop, if possible. Additional land may be excluded from this lease by Landlord before planting a new crop. Any annual rent collected to date then to be refunded to Tenant.
- F. The failure of Landlord on one or more occasions to enforce any one of the provisions of this Lease Agreement or to exercise any right, remedy or privilege hereunder shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, remedy or privilege.
- G. This Lease Agreement and its interpretation and application shall be governed by the internal laws of the State of Illinois without giving effect to conflicts of laws principles. Venue for any action concerning the enforcement of this Lease Agreement shall be proper only in the Sixteenth Judicial Circuit Court, DeKalb County, Illinois.

IN WITNESS WHEREOF, we affix our signatures this, the day and year first written above.

City of DeKalb, an Illinois Municipal Corporation

By: _____

Bill Nicklas

Its: _____

City Manager

Tenant

Diehl Farms LLC

PERSONAL GUARANTY

Tenant's performance of all of the foregoing obligations of the Lease are hereby unconditionally guaranteed by the person whose signature appears below. Said Guarantor waives presentment, dishonor and understands that Landlord has no obligation to pursue Tenant to enforce any provisions of this Lease prior to enforcing same against Guarantor. Tenant and Guarantor acknowledge that Landlord would not enter into this Lease without Guarantor executing and guaranteeing Tenant's obligations herein.

Guarantor

Signature: _____

Print Name: _____