

**FARM LEASE**  
**Old Hedrich Farm**  
**Farm land on Liberty Street (15-24-276-033)**

By this Lease dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the **CITY OF AURORA**, Illinois, an Illinois home rule municipal corporation hereinafter referred to as ("Lessor") hereby leases **GALUSHA FARM, LLC**, an Illinois limited liability company, hereinafter referred to as ("Lessee"), under the following terms and conditions, to use that portion of Lessor's property containing approximately \_\_\_ tillable acres, legally described on **EXHIBIT A** attached hereto and made a part hereof, for cultivating crops thereon and for no other purposes whatsoever, said property hereinafter referred to as the ("Leased Premises").

**TERM:** The term of this Lease shall be (unless sooner terminated as herein provided) for the period of one (1) year commencing \_\_\_\_\_, and expiring \_\_\_\_\_. Lessor and Lessee both hereby agree that should the date of expiration or earlier termination be during the growing season, that Lessee shall have the right to harvest his existing crop under the terms and conditions of the Lease. This Lease may be extended for a maximum of five (5) additional one (1) year terms by written agreement of the Parties.

- A.           **CONSIDERATION:** Lessee shall pay to Lessor as rent for this Lease the amount of THIRTY DOLLARS (\$30.00) per tillable acre (19.5 acres) each time the crop is harvested by the Lessee during the growing season. For purposes of calculating rent under this Lease, the definition of tillable acre shall not include any tillable acre that the Lessee is unable to harvest due to the construction activities of the Lessor. Rent payments shall be made by the Lessee at the Lessor's address stated below or such other address as the Lessor may designate in writing. Rent payments are due within thirty (30) days of each time that the crop is harvested

during the growing season. In the event that a leasehold PIN is created by Kane County covering the term and/or any extended term of this Lease, the leasehold taxes assessed against the Leased Premises for said term, Lessee shall be solely responsible for paying the leasehold taxes.

**CONDITION OF PREMISES:** Lessee has examined the Leased Premises and knows its condition.

Lessee shall:

- 1) Cut and keep down all weeds, Canadian thistles and other noxious growths on the Leased Premises.
- 2) Not install any temporary or permanent fences on the Leased Premises without obtaining the prior written approval of Lessor.
- 3) Not remove any top soil, change the original ground level, commit waste of any kind, alter or change the natural water drainage on the Leased Premises, or create any water drainage problems for adjacent property owners.
- 4) Not allow, give or grant permission to any person or persons, firm, corporation, association, club or any other entity, to use the Leased Premises for any recreational or sporting purposes whatsoever.
- 5) Protect at all times, all boundary markers and monuments presently located on the Leased Premises or which Lessor may erect on the Leased Premises during the term hereof.
- 6) Not install or operate irrigation or sprinkling system or systems on the Leased Premises without the prior written approval of Lessor; nor transport or place any irrigation parts thereof upon the Leased Premises.
- 7) Not place or have placed any signs or advertising billboards upon the Leased Premises at any time during the term hereof.
- 8) Not allow any vehicles, machinery or equipment (except for farm machinery) to be parked on the Leased Premises.

**ENVIRONMENTAL PROTECTION:** Lessee shall comply with all applicable environmental statutes, ordinances, rules, regulations, and orders hereinafter referred to as ("Standards") issued by any federal, state or local environmental agency relating to Lessee's use of Lessor's property hereunder. Such Standards encompass, but are not limited to, those concerning air, water, noise, solid wastes, hazardous substances, and hazardous waste. Lessee shall not use waste oil as a means of suppressing dust on gravel roads or anywhere else on Lessor's premises. Lessee shall reimburse Lessor for all costs incurred by Lessor including, without limitation, fines and penalties imposed for violation of Standards and the actual expense of correcting the actual or alleged violation. Lessee shall assume liability for and shall indemnify and hold Lessor harmless from any claim or violation of Standards which results from Lessee's use of Lessor's premises.

Lessee, at its cost, shall assume the defense of all claims of violation of the Standards, regardless of whether they are asserted against Lessee or Lessor, except claims resulting from Lessor's sole negligence. Notwithstanding the expiration or termination of this agreement, Lessee shall remain liable for all costs provided for herein, and shall further remain obligated to defend, indemnify and hold Lessor harmless for any and all violations or alleged violations of Standards which occurred or were caused during the actual term of this agreement.

**INSURANCE:** At all times during the term of this Lease, Lessee shall provide and maintain, at Lessee's sole cost and expense, commercial general liability insurance, including blanket contractual liability coverage (or its equivalent) specifically endorsed to provide coverage for the obligations assumed by Lessee pursuant to this Lease, against claims and liability for personal injury, bodily injury, death, or property damage occurring on, in, or about the Leased Premises, with limits of liability of not less than Five Million Dollars (\$5,000,000.00) for liability

arising out of any one occurrence, Lessee shall cause such insurance policy or policies to name Lessor as additional insured.

At all times during the term of this Lease, Lessee shall provide and maintain workers' compensation insurance with statutory limits of liability and commercial automobile liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence.

All insurance policies required by this Lease shall be issued by insurance companies acceptable to the Lessor and shall name the Lessor as an additional insured.

**INDEMNITY:** Lessee shall indemnify and save harmless Lessor, its officers, agents and employees, from all claims, litigation and liability asserted against them or any of them, and any costs and attorney's fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, or on account of loss of interruption of electric service, caused by, connected with, or in any way attributable to, the rights herein granted, or Lessee's failure to comply with any of the terms or conditions of this lease. Lessee shall undertake the defense of Lessor, its officers, agents and employees, in any such litigation, if Lessor requests Lessee to do so.

The Lessee further agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. The Lessee agrees to indemnify and defend Lessor and its employees, officers, agents and insurers from and against all such loss, expense, damage or injury, including reasonable attorney fees, which they may sustain as a result of personal injury claims by the Lessee's employees.

**ASSIGNMENT:** This Lease is personal unto Lessee, cannot be subleased, is not assignable and is not a covenant running with the Leased Premises.

**PARTICIPATION IN GOVERNMENTAL PROGRAMS:** Lessor will not participate in or accept any payments from any governmental farm subsidy programs, but will cooperate with Lessee in execution of any documents necessary for Lessee's participation.

**RETAINED RIGHTS OF LESSOR:** Lessor, at all times, shall have free and unrestricted access for its employees, agents, representatives, assigns or grantees to come upon the Leased Premises, either by vehicle or on foot, for the purpose of constructing, installing, operating, maintaining, repairing, replacing or patrolling any or all of its facilities and equipment located thereon or any and all of its additional and future facilities and equipment which will be located thereon. Without limiting the generality of the foregoing, the parties specifically refer to sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines and other allied uses. In the event any damage is occasioned to crops located on the Leased Premises or the Leased Premises have already been prepared for planting, Lessor shall not be have any responsibility to compensate Lessee for any monetary loss incurred by Licensee occasioned thereby and the Lessee hereby releases, disclaims and covenants not to sue the Lessor for any such crop damage.

The rights of the Lessor are paramount to the rights herein granted to Lessee by Lessor, and nothing stated herein is to be construed as restricting Lessor from disposing of the Leased Premises or granting rights to other parties or persons in, upon or under the Leased Premises.

**TERMINATION:** This Lease may be terminated at any time by Lessee by his giving prior written notice to the Lessor of such termination.

**SURRENDER OF PREMISES:** Lessee shall, upon the termination of this Lease by lapse of time or otherwise, vacate the Leased Premises and peaceably surrender possession and occupancy thereof to Lessor.

**NOTICE:** All notices to Lessor shall be in writing, addressed to:

City of Aurora Law Department  
44 E. Downer Place  
Aurora, Illinois 60505

such other place as Lessor may from time-to-time designate in writing. All notices to Lessee shall be in writing, addressed to Lessee at:

Mr. Steve Berning, Manager  
Galusha Farm, LLC  
27 W 217 Galusha Road  
Warrenville, Illinois 60555

or at such other place as Lessee may from time-to-time designate in writing. The term "in writing" shall include telegraphic, telecopier, telex, electronic mail or similar means of transmitting writings.

Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting or amplifying the provisions hereof.

**Lessor:**

**CITY OF AURORA**

**By:** \_\_\_\_\_  
**Officer**

The foregoing Lease is hereby accepted by Lessee, and Lessee by accepting the same agrees to be bound by, observe and perform all of the terms and conditions therein stated.

**Lessee:**

**By:** \_\_\_\_\_  
**STEVEN BERNING**  
**Manager, Gulusha Farm, LLC**

**Exhibit A**

**LEGAL DESCRIPTION**