



City of Aurora

Law Department • 44 E. Downer Place • Aurora, Illinois 60507-2067 • (630) 844-4731 • FAX(630) 892-3419

Corporation Counsel:
Patricia W. Supergan

First Assistant Corp. Counsel:
Steven L. Kadden

Assistant Corp. Counsels:
Valerie D. Brown
Scott F. McCleary
Mark K. Wade
Alayne M. Weingartz

To: Raul Menendez, Assistant Finance Director

From: Scott F. McCleary, Assistant Corporation Counsel *SMC*

Re: Harner Property (Airport)

Date: November 16, 2000

Please invoice "Christopher Harner as Successor Trustee of Darryl J. Harner Declaration of Trust dated April 27, 1995" for \$10.00 per year for a farm lease at the Airport. Attached please find a copy of the lease.

cc: ✓ Bob Rieser, Director of Public Works

LEASE

<u>DATE OF LEASE BEGINNING</u>	<u>ENDING</u>	<u>MONTHLY RENT</u>
June 1, 2000	May 31, 2005	\$ 10.00 per year

LOCATION OF THE PREMISES

PURPOSE:

LESSEE

Christopher J. Harner, Trustee
of the Darryl J. Harner Trust
dated April 27, 1995

LESSOR

City of Aurora
44 E. Downer Place
Aurora, Illinois 60507-2067

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. **POSSESSION.** Lessee shall have exclusive possession of the devised premises for the duration of the lease and may use the parcels for farming purposes. Lessee shall further have the right to use the devised premises for purposes of gaining access from Wheeler Road to the adjoining lands lying North of the devised premises.

3. **WATER, GAS & ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which the lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

4. **REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

5. **NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage

prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served on the third day after the copy is mailed.

6. MISCELLANEOUS.

(a) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(b) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

7. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

8. RENEWAL OF LEASE. This lease may be renewed for two (2) successive five (5) year renewals as follows: At the end of the initial lease term, and at the end of the second five (5) year renewal hereof, this lease shall automatically renew for five (5) additional years unless lessee shall give notice in writing to lessor of his election not to renew this lease. Said notice shall be given not less than 90 days prior to the expiration of the then current base term. The rental rate upon any renewal of this Lease shall remain at \$10.00 per year throughout the duration of any and all renewals hereof.

9. LEASE STATUS. Lessee shall at all times be deemed to be an independent contractor and not an agent or employee of the City of Aurora. Lessee shall provide all of his own insurance, including liability insurance, at his own expense and shall name the Lessor as an additional named insured on any and all such policies, said policy or policies to be filed with the Lessor, minimum amounts for said insurance policy or policies to be in such amount as approved by the Lessor. Lessee acknowledges that as an independent contractor he is not entitled to fringe benefits provided by the Lessor's employees, and that he does not have Worker's Compensation coverage under the Lessor.

10. FAA REQUIREMENTS. Lessee assures Lessor that he will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered by said Subpart. Lessee further assures Lessor that no person shall be excluded from participating in, or receiving the services or benefits of, any program or activity covered by said Subpart based upon the foregoing grounds. Lessee also assures Lessor that he will require that his covered suborganizations provide assurance to him that they will similarly undertake affirmative action programs, as required by 14 CFR Part 152, Subpart E.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

By:  (Seal)

LESSOR:

By:  (Seal)