

LAND LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2025, by and between the CITY OF JOLIET, an Illinois municipal corporation and home rule unit of local government, (“City”) and B.J. Udelhofen (“Tenant”).

RECITALS

WHEREAS, the subject property located at the Southeast corner of Interstate 55 and Caton Farm Road, Joliet, Illinois is owned by the City of Joliet; and

WHEREAS, the Tenant has agreed to lease the subject property from the City of Joliet in accordance with the terms and conditions set forth herein for the purpose of farming the land.

NOW, THEREFORE, THE CITY AND THE TENANT AGREE as follows:

1. **LEASE OF PREMISES**

The City hereby leases to Tenant and Tenant leases from the City, subject to the terms and conditions of this Agreement, for the use of the property for farming and for no other purpose, the property comprising 17.76 acres, more or less, and is located at the Southeast Corner of Interstate 55 and Caton Farm Road and depicted in a diagram attached hereto and incorporated herein as Exhibit “A”.

To improve the land, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

- a. The Tenant will maintain the land during his tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond Tenant’s control excepted.
- b. The Tenant will operate the land in an efficient and husbandlike way.
- c. The Tenant will not, without written consent of the City, cut live trees for sale or personal use.
- d. The City reserves the right to prevent the production of any crop on any or all land where the production of such crop would clearly damage the land due to excessive erosion or other causes.
- e. The Tenant will use fertilization practices which will prevent depletion of the essential plant food elements in the soil.

2. **RIGHTS RESERVED BY THE CITY**

The City and its authorized representatives reserve the right to enter the property at any reasonable time for purposes of (a) consultation with the Tenant; (b) in emergencies; (c) making improvements, and inspections or for any other reasonable purpose; None of which is to interfere with the tenant in carrying out regular farm operations.

3. **ASSIGNMENT AND SUBLETTING**

The City does not convey to the tenant the right to lease or sublet any part of the land or to assign the lease to any person or persons whomsoever.

4. The City warrants that it has the right to lease the land and will defend the Tenant's possession against any and all persons whomsoever.

5. **RENT**

The Tenant agrees to pay to the City cash rent in the amount of \$1,244.16 by the following dates:

- April 15, 2025
- April 15, 2026
- April 15, 2027

Rent must be collected by the City before the tenant farms the property for the subsequent year.

6. **TERM**

The term of this lease shall commence upon execution of the lease and end on April 15, 2028. The lease period shall consist of a three-year period between April 15, 2025, and April 15, 2028.

7. **INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS**

A. **Required Insurance**

Tenant shall maintain during the Term; (i) commercial general liability insurance. With contractual liability endorsement covering Tenant's indemnity obligations under the lease, and with limits of not less than \$300,000 combined single limit for personal injury or death, or property damage or destruction (including loss of use thereof) per occurrence (ii) casualty insurance covering the Tenant's fixtures, equipment inventory and other property located on the premises in an amount reasonably calculated to replace such items or to permit the Tenant to continue or resume operations in substantially the same manner as preceded the loss and (iii) worker's compensation insurance as required by statute. All insurance required hereunder shall be provided by responsible insurers rated at least A- in the then current edition of Best's Insurance Guide and shall be licensed by the State of Illinois. Tenant's insurance shall be primary, and any insurance

maintained by the City or any other additional insured hereunder shall be excess and noncontributory.

B. Certificates, Subrogation and Other Matters

Tenant shall provide the City with certificates evidencing the coverage required hereunder (and, with respect to liability coverage showing the City as additional insured). Tenant shall provide such certificates prior to the Commencement Date of Tenant's possession of the premises or construction of improvements therein (whichever first occurs). Tenant shall provide renewal certificates to the City at least thirty (30) days prior to expiration of such policies. Such certificates shall state that the coverage may not be changed or canceled without at least thirty (30) day's prior written notice to the City. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

8. TERMINATION OF LEASE

Notwithstanding the forgoing to the contrary, the City may elect to terminate this Lease upon written notice to the Tenant. If the City should sell or otherwise transfer title to the land, it will do so subject to the provisions of this lease. If the property is sold or title is transferred before the end of the lease and the Tenant is required to cease farming on the property, the Tenant shall have the right to be reimbursed, by the City or its assigns, for farming expenses (seed, fertilizer, rent) up to a maximum of \$9,000. The Tenant agrees to surrender possession of the land peaceably at the termination of the lease.

If the tenant does not make a payment by the aforementioned payment due dates as described in Section 5 "Rent", the lease will terminate.

IN WITNESS WHEREOF, the parties have caused this lease to be signed under seal by their respective representatives designated below, as of the day and year first above written.

**CITY OF JOLIET,
A Municipal Corporation,**

BY: _____ **BY:** _____
Mayor

ATTEST: _____ **ATTEST** _____
City Clerk