



**Whiteside**  
**COUNTY AIRPORT**  
**JOSEPH H. BITTORF FIELD**

**THREE-YEAR CASH FARM LEASE**

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**Table of Contents**

Description of Land..... 3

Term of Lease..... 3

Section 1: Amount of Rent, Crops and Time of Payment..... 4

Section 2: Landlord’s Investment and Expenses..... 4

Section 3: Tenant’s Investment and Expenses..... 4

Section 4: Tenant’s Duties in Operating Farm..... 5

    A. Activities Required..... 5

    B. Activities Restricted..... 6

    C. Additional Agreements..... 6

Section 5: Default, Yielding Possession, Right of Entry..... 6

    A. Termination upon Default..... 6

    B. Yielding Possession..... 6

    C. Landlord’s Lien for Rent and Performance..... 7

    D. Landlord’s Right of Entry During Term of Lease..... 7

    E. Mineral Rights..... 7

    F. Airport Use..... 8

    G. Non-discrimination..... 8

    H. Liability Insurance..... 8

    I. Extent of Agreement..... 9

**THREE-YEAR CASH FARM LEASE**

This Lease is entered into, in duplicate originals, this \_\_\_\_\_, between Whiteside County Airport Board, on behalf of Whiteside County, Illinois (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

**Description of Land:**

The Landlord rents and leases to the Tenant, to occupy and to use for agricultural purposes, the following real estate located in the County of Whiteside and the State of Illinois, described as follows:

Parts of Sections 2, 3, 10, and 11. In Township 20 North, Range 7 East of the Fourth Principal Meridian, in the Township of Montmorency, County of Whiteside and State of Illinois, and containing about 159.75 tillable acres, more or less, according to the ASCS acreage plat prepared and obtained by Tenant, a copy of which is attached hereto and made a part hereof. The exact acreage is difficult to determine and the Landlord and Tenant agree upon the estimated acreage and rent provided herein, although an exact measurement may result in more or less total acreage. Landlord and Tenant agree Tenant may farm any additional land that will not conflict with Section 1.B. or Section 5.B. Landlord is willing to negotiate with Tenant concerning the exact acreage and adjust the rent accordingly on a per acre basis if the tillable is more or less than 159.75 acres and is proven to the satisfaction of the Landlord.

**Term of Lease:**

The term of this lease shall be from March 1, 20\_\_ to the last day of February 20\_\_, and the Tenant shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be made in writing and signed by both parties hereto. Both parties agree that failure to execute an extension at least four months before the end of the current term shall be conclusive notice of intent to allow the lease to expire on the last day of February 20\_\_. Statutory notice to the Tenant is hereby expressly waived for the February 20\_\_ termination date.

Amendments and alterations to this lease may be made in writing in the space provided on the back of this lease or in any other written memorandum at any time by written mutual agreement. In the event of failure to agree on proposed alterations, the existing provisions of the lease shall be controlling.

**Section 1: Amount of Rent, Crops and Time of Payment.**

- A. The Tenant agrees to pay the Landlord annual cash rent of the above-described farm in the amount of \$ \_\_\_\_\_ at a per acre rent of \$ \_\_\_\_\_ payable on or before March 1<sup>st</sup> of each year of this three-year lease.
- B. The crops raised on the various tracts on the leased premises shall be in conformity with the specifications of the "Farming Plat" prepared by Airport Engineers, Crawford, Murphy, and Tilley, according to letters dated January 29, 1996 and March 18, 1998, which are incorporated herein by reference. The crops to be raised and other portions of the plat may be amended by the "Landlord" and "Tenant" from time to time and shall be in writing.
- C. Crops may not be removed from the demised premises until an equitable portion of the receipts are applied toward the annual rent unless a letter of rent guaranty for the full rent payment for that crop year is provided by Tenant's bank by April 1<sup>st</sup> of each crop year.

**Section 2: Landlord's Investment and Expenses.** The Landlord agrees to furnish the property and to pay the items of expenses listed below.

- A. The above-described farm, excluding any improvements or buildings.
- B. Real estate taxes on all land.
- C. All limestone costs determined necessary by the Landlord.

**Section 3: Tenant's Investment and Expenses.** The Tenant agrees to furnish property and to pay the items of expense below.

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises properly.
- B. The hauling to and from the farm of all crops, fertilizers and seeds, except when otherwise agreed, of all material which the Landlord furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.
- C. All seeds, inoculation, disease-treatment materials, and fertilizers.
- D. All other items of crop expense not furnished by the Landlord as provided in Section 2.

**Section 4: Tenant's Duties in Operating Farm.** The Tenant further agrees that he will perform and carry out the following activities required and restricted:

**A. Activities Required:**

1. To cultivate the leased premises faithfully and in a timely, thorough, and businesslike manner.
2. To inoculate, all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces clear, in good condition, and to mow grass waterways on a regular basis.
5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
6. To take proper care of all the trees, vines, and shrubs, and to prevent injury to the same.
7. To prevent all unnecessary waste, or loss, or damage to the property of the Landlord.
8. To comply with rules and regulations of the Illinois Pollution Control Board.
9. To practice fire prevention, follow safety rules, and abide by restrictions in the Landlord's insurance contracts.
10. To notify the Airport Manager in advance of any farming activity which shall occur or be required within 250 feet of any runway or taxiway or may otherwise interfere with any aeronautical activities.
11. Tenant must keep the land eligible for all ASCS benefits during the lease term and will farm in a manner that is in compliance with all governmental programs and regulations.
12. Tenant shall supply a field map after planting showing crops planted, fertilizer applied and herbicides applied with rates used. In the event Tenant adds lime and does not lease the farm for five years thereafter, Tenant shall be reimbursed for 20% of the cost of lime application for each year of the five years which Tenant did not lease the farm.
13. Tenant shall keep all road gates locked when not working in fields accessed by said road gate.
14. Tenant shall remove any equipment left in any area determined by the Airport Manager to be a safety hazard or a possible hazard to air navigation.
15. Tenant shall remove any hay bales from airport grounds within 24 hours of production, unless an agreement for other timely removal has been agreed upon by the airport manager. Any hay bales within 250 feet of any runway or taxiway or may otherwise interfere with any aeronautical activity must be removed immediately upon production.

**B. Activities Restricted:**

1. The Tenant further agrees, unless he shall first have obtained the written consent of the Landlord:
  - a. Not to assign this lease to any person or persons or sublet any part of the premises; in the event of such attempted assignment or sublease, this lease may, at Landlord's discretion, be terminated and may be deemed null and void.
  - b. Not to erect or permit to be erected any structure or building or to incur any expense to the Landlord for such purpose.
  - c. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
  - d. Not to plow permanent pasture or meadowland, if any.
  - e. Not to cut live trees for sale purposes or personal uses.
  - f. Not to permit the erection of any commercial advertising signs on the farm.
  - g. Not to interfere with any aviation activity carried on at the Landlord's Airport premises or lease equipment in any clear zone, unless approved first by the Airport Manager.

**C. Additional Agreements:**

Tenant agrees to maintain present fertility levels and pH levels during the term of said lease and shall return the soil to the Landlord in substantially the same condition as it existed at the commencement of said lease.

**Section 5: Default, Yielding Possession, Right of Entry.**

**A. Termination upon Default.**

If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the date of such notice.

**B. Yielding Possession.**

The Tenant agrees that at the expiration or termination of this Lease, he will yield possession of the premises to the Landlord without further demand or notice. If the Tenant fails to yield possession, he shall pay to the Landlord liquidated damages of \$100.00 per day, or if liquidated damages are not specified, the statutory double rent shall apply for each day he remains in possession thereafter, in addition to any actual damages caused by the Tenant to the Landlord's land or improvements, and said payments shall not entitle said Tenant to any interest of any kind or character in or on the premises. In the last year of the lease term, Tenant shall release possession of the farm to the Landlord or any successor tenant contracted with the Landlord, after removal of the crop. Landlord

shall provide Tenant with as much notice as possible of intent not to extend or renew the lease to Tenant promptly upon request of Tenant and upon payment of rent by Tenant in full.

**C. Landlord's Lien for Rent and Performance.**

The Landlord's lien provided by Illinois law on crops grown or growing shall be the security for the faithful performance of the terms of the lease. Upon execution of this lease, Tenant shall provide the Landlord with the names of person or entities to whom the Tenant intends to sell crops grown on these demised premises. They are as follows:

Name of Crop Buyer:	Address:
1. _____	_____
2. _____	_____

If the Tenant shall fail to pay the rent due or shall fail to keep any of the agreements of this Lease, all costs and attorney 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. Tenant may satisfy the requirement of this clause and need not list names of persons to who Tenant intends to sell crops if Tenants provides the bank guaranty of rent as provided in Section 1.A. of the Lease. Landlord shall have the right to file a financing statement to perfect its security interest in the growing crops.

**D. Landlord's Right of Entry During Term of Lease.**

The Landlord reserves the right of itself, its agents or employees to enter upon said premises at any reasonable time for the purpose of viewing the same, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E. below, or, after conclusive notice has been given that the Lease may not be extended.

In the event Tenant is in default or otherwise in breach of this Lease, Landlord may enter said premises for the purpose of harvesting the crops without necessity of proceeding with a suit for distress of rent. Said crop shall be retained by Landlord for payment of the rent due and shall also be applied toward Landlords cost of harvesting. The balance, if any, shall be delivered or credited to the Tenant.

**E. Mineral Rights.**

Nothing in this lease shall confer upon the Tenant any right to minerals underlying said land, but the same are hereby reserved by the Landlord together with the full right to enter upon the premises to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work on any railroad track or tracks, tanks, pipelines, power

lines, and structures as may be necessary or convenient for the above purpose. The Landlord agrees to reimburse Tenant for any actual damage he may suffer for crops destroyed by these activities and to release the Tenant from obligations to continue farming this property when development of mineral resources interferes materially with the Tenant's farming operations.

**F. Airport Use.**

In the event more farm land (beyond the 160 acres referred to in Section 1.) may become available Tenant shall have the first right to rent such land, at his option, at the same per acre price provided in Section 1 or such other rent as may be agreed upon between the parties. Such rent shall be paid promptly upon such agreement or at the same time as the cash rent provided hereunder.

In the event the Landlord need any of the farming areas for Airport development or construction projects, the Landlord shall have the option to do so, providing \$150.00 per acre shall be reduced from the annual rent provided herein for the actual acres removed from the lease and providing the Landlord reimburses Tenant for any actual damage Tenant may suffer for crops destroyed by such removal, including seed, spay, planting, and cultivating.

**G. Non-discrimination.**

Pursuant to Civil Rights Act of 1964, regulations, and policies and by 49 CFR Chapter A: The Office of the Secretary of Transportation, the parties agree that neither the Landlord nor the Tenant in the occupation or usage of the property concerned in this Lease shall in any way on the grounds of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity discriminate or permit discrimination against any person or group of person in any manner prohibited to said Civil Rights Act of 1964 or 49 CFR Chapter A.

**H. Liability Insurance.**

The Tenant agrees to indemnify and save the Landlord harmless against injury to persons or property resulting from all or any operations carried on by Tenant hereunder and against loss, and/or personal injuries resulting from the negligence from the Tenant or his servants, agents or employees. Tenant shall at all times carry not less than \$500,000 single limit liability on such liability insurance and the Landlord, and Whiteside County and the Whiteside County Board shall be named as "additional insureds" on all policies of insurance required to be carried by the Tenant, except worker's compensation insurance. Tenant shall immediately furnish to the Landlord certificates of insurance.



**I. Extent of Agreement.**

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 as set out in the Tenure of Lease provisions on pages one and two of this Lease.

**LANDLORD:**

**TENANT:**

WHITESIDE COUNTY AIRPORT BOARD

\_\_\_\_\_

BY: \_\_\_\_\_  
President

\_\_\_\_\_

ATTEST:

Address:

\_\_\_\_\_  
Secretary

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email:

\_\_\_\_\_