

Farm Lease Agreement

This Farm Lease Agreement made and entered into this ____ day of _____, _____ and between the Vermilion Regional Airport Authority of Vermilion County, Illinois, a municipal corporation (hereinafter referred to as “Landlord”); and _____ of _____ (hereinafter referred to as the “Tenant”).

WITNESSETH:

WHEREAS, the Landlord is the owner of the real estate located on the premises of the Vermilion Regional Airport, Danville, Illinois, a portion of which real estate is farmland, and the Landlord agrees to lease the said farmland on a cash rent basis to the Tenant; and

WHEREAS, the Tenant is engaged in the business of farming and agrees to lease the farmland from the Landlord on a cash rent basis;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements between the parties hereto herein contained and the rents hereinafter set forth to be paid by Tenant to Landlord, it is agreed by and between the aforesaid hereto as follows:

1. The Landlord rents and leases to the Tenant, to occupy and use for farming purposes only, real estate located on the premises of the Vermilion Regional Airport, 22633 N. Bowman Avenue, Danville, Illinois 61834 in Vermilion County, Illinois, commonly known as “The Airport Farm” as shown on the attached depiction labeled Exhibit A, attached hereto and incorporated by reference.

2. Acreage. According to the USDA, the total acreage is 380.10 acres, more or less. The parties acknowledge and agree that the tillable area subject to this Lease Agreement is approximately 330 acres. The parties further agree that the acreage description is approximate. **THE PARTIES SPECIFICALLY AGREE THAT THE CASH RENT TO BE PAID IS A “LUMP SUM” AMOUNT, NOT A PER ACRE CHARGE PREDICATED UPON THE NUMBER TILLABLE ACRES.**

3. The term of this lease is from February 1, 2026 to January 31, 2029, inclusive, and the Tenant shall surrender possession of the farm at termination of the lease.
4. The Tenant agrees to pay the Landlord cash rent for the above-described farm during the term of the Lease, the annual sum of \$_____.

The cash rent shall be paid as follows:

Date Due	Percent of Rent Due
April 1, 2026 and April 1 of each year thereafter during the term of this lease	Fifty Percent (50%) of annual payment
November 1, 2026 and November 1 of each year thereafter during the term of this lease	Fifty Percent (50%) of annual payment

In the event the Tenant fails to pay any of the installments of rent when due, interest shall accrue on the unpaid installment at the rate of 5% per month until paid, as additional rent. The provision shall not in any way affect any other remedies available to the Landlord in the event of such default.

5. The Landlord agrees to provide the real estate described above, including all existing improvements thereupon, to the Tenant for farming purposes. The Landlord shall be responsible to keep the improvements and fences for farming purposes on the property in good repair and maintenance, reasonable wear and tear accepted.

6. Tenant agrees to furnish, at his expense, all labor, equipment, machinery, fuel and power necessary to farm the premises in a workmanlike manner.
7. TENANT SHALL BE RESPONSIBLE FOR, AND PROMPTLY PAY WHEN DUE, ALL REAL ESTATE TAXES ACCESSED AND IMPOSED BY VERMILION COUNTY UPON "THE AIRPORT FARM" LEASED TO TENANT HEREUNDER.
8. The Tenant also shall furnish at his expense, all seed, inoculations, disease-treatment materials, including herbicides and pesticides, fertilizers and soil testing as required.
9. The Tenant agrees that he will perform and carry out the Stipulations below:

A. Required Activities:

- 1). To cultivate the farm 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 permit no livestock on the premises.
- 4). To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass out.
- 5). To prevent ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
- 6). To preserve established water courses or ditches, and to refrain from any operation that will injure them.
- 7). To keep the farmstead neat and orderly.

8). To prevent all waste, loss, or damage to the property of the Landlord, normal wear and tear accepted.

9). To comply with rules and regulations of the Illinois Pollution Control Board and the Illinois U.S. Environmental Protection Agencies rules and regulations.

10). To practice fire prevention, follow safety rules, and abide by restrictions in the Landlord's insurance contracts.

11). To provide comprehensive soil testing approved by the Vermilion County Extension Service, timely provide the testing results to the VRAA Administration Office on the first and second year of this lease and prior to start of crop year, add suck soil nutrients required by said soil tests.

B. Restricted Activities:

1). The Tenant further agrees, unless he shall first have obtained the written consent of the Landlord to the contrary:

a). Not to assign this Lease to any person or persons or sublet any part of the premises. Any assignment or attempt to assign Tenant's interest under this Lease shall be null and void and of no *affect*.

b). Not to erect or permit to be erected any structure of 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 and especially to prohibit access by others to property of the Landlord designated for use by aircraft only.

d). Not to plow permanent pasture or meadowland.

e). Not to cut live trees for sale purposes or personal use.

f). Not to permit the erection of any commercial advertising signs on the farm.

g). Not to hunt nor permit hunting on the leased premises.

h). Not to engage in any double cropping on the leased premises.

10. Tenant shall perform all farming operations on the said real estate so that farm equipment and farm personnel will not cross aircraft runways or taxiways or interfere in any way with the operations of the Vermilion Regional Airport. No crops shall be grown near the aircraft runways or taxiways in such a manner that they will interfere with or obstruct aircraft operations.

11. The Landlord's Manager will designate to the Tenant the access areas to the said farm real estate; such access must be reasonable and adequate to permit the Tenant to carry on his farm operations.

12. Tenant agrees to prohibit access to his employees or agents to the aircraft operations area of the Vermilion Regional Airport. Tenant agrees to make reasonable efforts to prohibit access to all other persons to the aircraft operations area of the Vermilion Regional Airport.

13. In the event the tenant fails to perform any of the provisions of this Lease, the Landlord, may at its option, terminate the lease by giving written notice of the termination to the tenant. If written notice is given and the tenant fails to remedy the default within 30 days of the Notice, the lease, at the option of the Landlord, be forfeited and determined. The Landlord shall have the right to reenter and retake possession of the premises in the manner provided by law. The Landlord shall have all remedies provided by the State of Illinois, at law or in equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, as provided by law. In the event of legal action to enforce this agreement or to pursue any and all remedies in the event of the Tenant's default, the Tenant shall pay the Landlord's reasonable attorney fees and court costs.

14. 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 a penalty of One Hundred Dollars (\$100.00) per day 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. The condition of the farmland shall be in as good of condition at the completion of the lease as at the beginning of the lease period, normal wear and tear accepted.

15. The Landlord shall have a lien, as provided by law, on the growing crops as security on the payment of rent specified and for the faithful performance of the terms of the Lease.

16. The Landlord reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for purpose of: viewing the same; working or making repairs or improvements thereon; developing mineral resources as provided in paragraph 14 below; or after notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

17. Mineral Rights. Nothing in this Lease shall confer upon the Tenant any right to minerals said land, but the same are hereby reserved by the Landlord together with the full right to enter upon the premises and 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 Lease premises with vehicles and lay down and work and 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 the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant's farming operation.

18. Tenant shall not make any improvements to the leased premises without the Landlord's permission, except as described in this Lease. Any improvements made by the Tenant shall become the Landlord's property upon completion of this Lease.

19. In the event that Tenant, or his servants or employees, damage any airport equipment and/or property during the course of his farming operations, Tenants shall be responsible for the cost of repair or replacement of such property within 30 days after written notice from Landlord. If Tenant fails to effectuate said repair or

replacement, Landlord may make said repairs or replacements at its discretion and shall bill the Tenant for said costs, which bill shall be paid within 30 days.

20. Tenant shall not permit any Mechanic's Liens to be placed upon any of the premises of the Landlord during the term of this Lease.

21. Tenant agrees to maintain in full force and effect during the term of this Lease public liability insurance protecting the Tenant from loss on account of each and every claim and demand arising out of the alleged wrongful act or failure to act on the part of the Tenant, his agents, servants or employees; and further agrees to maintain in full force and effect worker's compensation insurance to cover the Tenant's employees as required under the Illinois Worker's Compensation Act. Said public liability insurance shall be in the minimum amount of \$1,000,000 per person and \$2,000,000 per occurrence. The Worker's Compensation Insurance shall be in the statutory amount of coverage. The Tenant agrees to list the Landlord as an additional insured under the insurance policies and to provide the Landlord with a copy of each policy on the anniversary date of each policy.

22. Tenant agrees to hold the Landlord absolutely harmless and indemnified against each and every claim, loss, damage, expense, fees, including attorney fees and demands of whatsoever nature against or incurred by Landlord, made on behalf of or by any person, persons, firm, partnership, corporation, or otherwise, for any wrongful act or failure to act caused by or arising from the actions or failure to act pursuant to this lease by the Tenant, his agents, servants and/or employees. In the event of legal action by the Landlord to enforce this provision, the Tenant shall pay the Landlord's reasonable attorney fees.

23. During the time of war or national emergency, the Landlord shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the Lease to the Government shall be suspended.

24. It is specifically understood and agreed that the Tenant shall be an independent contractor in conducting the operations authorized under this Lease, and that neither he nor any of his agents or employees shall be deemed to be employees, agents or representatives of the Landlord.

25. a). Landlord reserves the right to remove from this Lease any portion of said farm real estate upon giving the Tenant ninety (90) days written notice: Provided, however, that the rent per acre will be adjusted and provided that reasonable

adjustment would be made to the Tenant for costs incurred on such land at the time of such renewal.

b). The Tenant hereby expressly waives any statutory rights of four months' notice of termination of the Farm Lease as provided for in 735 ILCS 5/9-206.

26. Except as otherwise hereinabove provided, this Lease may only be amended in writing by agreement of both parties and signed by both parties.

27. The Tenant has inspected the leased premises or has been provided the opportunity to inspect the leased premises and agrees to lease, use, occupy and possess the leased premises on an

“AS IS” condition. The Landlord has no knowledge of any violations of federal, state, county or municipal laws, statues, regulations, or ordinances.

28. All agreements, conditions, and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors, and assigns of the respective parties hereto.

29. Notice to the Landlord provided for in this Lease shall be sent registered mail, postage prepaid:

Vermilion Regional Airport Authority
22633 N. Bowman Avenue, Suite 1
Danville, IL 61834

Notice to Tenant provided for in this Lease may be sent by registered mail, postage prepaid to the following address:

Any changes in the above addresses shall be designated to the other party in writing.

IN WITNESS WHEREOF, the Landlord has caused this Farm Lease to be executed on its behalf by the Chairman of its Board upon proper action by the Board and its Secretary and the Tenant has executed the Farm Lease on his behalf.

Landlord, **VERMILION**
REGIONAL AIRPORT AUTHORITY,
an Illinois Municipal Corporation

By:

Its Chairman

ATTEST:

Its Secretary

Tenant,
