

**LEASE AGREEMENT BETWEEN
CITY OF NAPERVILLE AND DRENDEL FARMS, INC.**

THIS AGREEMENT is entered into this 16th day of March, 2016, between the **City of Naperville ("City")**, an Illinois municipal corporation and home rule unit of government, with offices located at 400 South Eagle Street, Naperville, Illinois 60540, and **DRENDEL FARMS, INC. ("Lessee")**, an Illinois corporation located at 28W753 Davidson Road, Naperville, Illinois 60564 for the lease of three (3) property parcels owned by the City totaling approximately 52.4 acres to the Lessee to be used, in part, for the disposal of leaves collected by the City via the City's bulk curbside leaf collection program ("**Agreement**").

RECITALS

WHEREAS, in addition to the City's bagged leaf collection program that allows residents to dispose of bagged landscape waste weekly, the City Council has determined that it is in the public interest to offer residents with an alternative way to dispose of leaves via a bulk curbside leaf collection program where the City collects leaves that have been deposited on the street next to the curb in front of residences three times per year between approximately late October and early December, weather permitting; and

WHEREAS, the City's bulk curbside leaf collection program is not administered by the City's contracted waste hauler, but rather is primarily administered by the City's Department of Public Works which is responsible for the curbside pickup and disposal of leaves collected via the City's bulk curbside leaf collection program; and

WHEREAS, the City annually collects between approximately 42,000 and 52,000 cubic yards of leaves through its bulk curbside leaf collection program; and

WHEREAS, leaves collected by the City via the City's bulk curbside leaf collection program must be disposed of in an environmentally appropriate way pursuant to Illinois Environmental Protection Agency ("IEPA") regulations; and

WHEREAS, the use of nearby local farm land to dispose of leaves collected by the City via the City's bulk curbside leaf collection program is crucial to minimizing the City's costs by reducing time and costs to transport collected leaves for disposal; and

Naperville, Illinois 60564	
TOTAL	52.4 acres (approximately)

4. **Term.** The Term of this Agreement shall begin on May 1, 2016 and end on April 30, 2018.
5. **Extension Option.** This City has three (3), one (1) year extension options whereby the City may choose to extend this Agreement for one (1) year up to three (3) times, subject to the same terms and conditions set forth herein. The City may exercise its option upon written notice to the Lessee at the address provided in the Notice Section herein, no less than thirty (30) days prior to the expiration of the Agreement.
6. **Consideration.** In consideration of the promises and provisions herein, the Lessee agrees to:
 - a. Pay the City one dollar (\$1.00) per year, the receipt of which is hereby acknowledged by the City; and
 - b. Allow the City to deposit on the Leased Premises leaves collected by the City via the City's bulk curbside leaf collection program for disposal by a contracted third party.
7. **Use of the Leased Premises.** Lessee shall allow the Leased Premised to be used for the disposal of leaves collected by the City via the City's bulk curbside leaf collection program. Lessee may also use the Leased Premises for farming to the extent that said farming does not interfere or limit the proper and appropriate disposal of leaves collected by the City via the City's bulk curbside leaf collection program. Lessee shall be responsible for all aspects of farming the Leased Premises, including but not limited to the provision of material and labor, equipment, fuel, power, machinery, tools, disease-treatment materials, seed, inoculation, and fertilizers. In the event that Lessee decides not to farm all or a portion of the Leased Premises, Lessee shall be responsible to maintain that portion of the Leased Premises in a neat and orderly fashion, including but not limited to mowing the Leased Premises in a timely fashion, or as directed by the City, and shall remain responsible for the leaves deposited by the City as provided in this Agreement. Lessee is responsible for maintaining and mowing the rights-of-way surrounding the Leased Premises. Lessee agrees to maintain the Leased Premises and any farm buildings or structures used in connection with farming operations on the Leased Premises in a neat and orderly manner and in good repair, and to prevent unnecessary waste,

insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. The Lessee's Workers' Compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Lessee, its employees, agents and subcontractors.

11. **Termination.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Lessee at the address provided in the Notice Section herein.
12. **No Waiver.** Failure of either Party hereto to insist upon strict and punctual performance of any terms or conditions of this Agreement shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance.
13. **Real Estate Tax Exemption.** Lessee is responsible for timely filing for a farm exemption for real estate tax assessment purposes for the Leased Premises each year of this Agreement, including any renewal period, and shall be solely responsible for any real property taxes due on the Leased Premises for any time period covered by this Agreement, including or any renewal hereof. In the event that Lessee fails to timely pay any real property taxes that are billed for the Leased Premises which accrued during any part of the Agreement term, the City may opt to pay said tax bill and seek reimbursement therefore from the Lessee. Lessee shall be responsible for all costs and attorneys' fees associated with the enforcement of this provision. This provision shall survive the expiration or termination of this Agreement.
14. **No Assignment or Subletting Without Consent.** The Lessee shall not assign nor sublet the Leased Premises without the written consent of the City.
15. **City Access.** The City maintains the right to enter upon the Leased Premises for any reasonable purpose at any time so long as such access does not unreasonably interfere with Lessee's use of the Leased Premises.
16. **Possession.** Upon expiration or termination of this Agreement, Lessee covenants to return the Leased Premises to the City in at least as good a condition as it was in prior to the Effective Date of this Agreement, ordinary wear and tear excepted.

FOR THE LESSEE, DRENDEL FARMS, INC.:

By:

Benjamin Drendel, President of Drendel Farms, Inc.

State of Illinois)

) ss

County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **Benjamin Drendel**, appeared before me this day in person and acknowledged the signature set forth above.

Given under my hand and official seal this 7 day of March, 2016.

Sharon Lesak-Noyola
Notary Public

(seal)

OFFICIAL SEAL
SHARON LESAK-NOYOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/11/18

FOR THE CITY OF NAPERVILLE:

By:

Douglas A. Krieger, City Manager

Attest:

Pam LaFeber, Ph.D., City Clerk

State of Illinois)

) ss

County of DuPage)



I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **Douglas A. Krieger and Pam LaFeber**, appeared before me this day in person and acknowledged the signatures set forth above.

Given under my hand and official seal this 18th day of March, 2016.

Nancy L. Leary
Notary Public

(seal)

NANCY L. LEARY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
June 28, 2017

EXHIBIT A

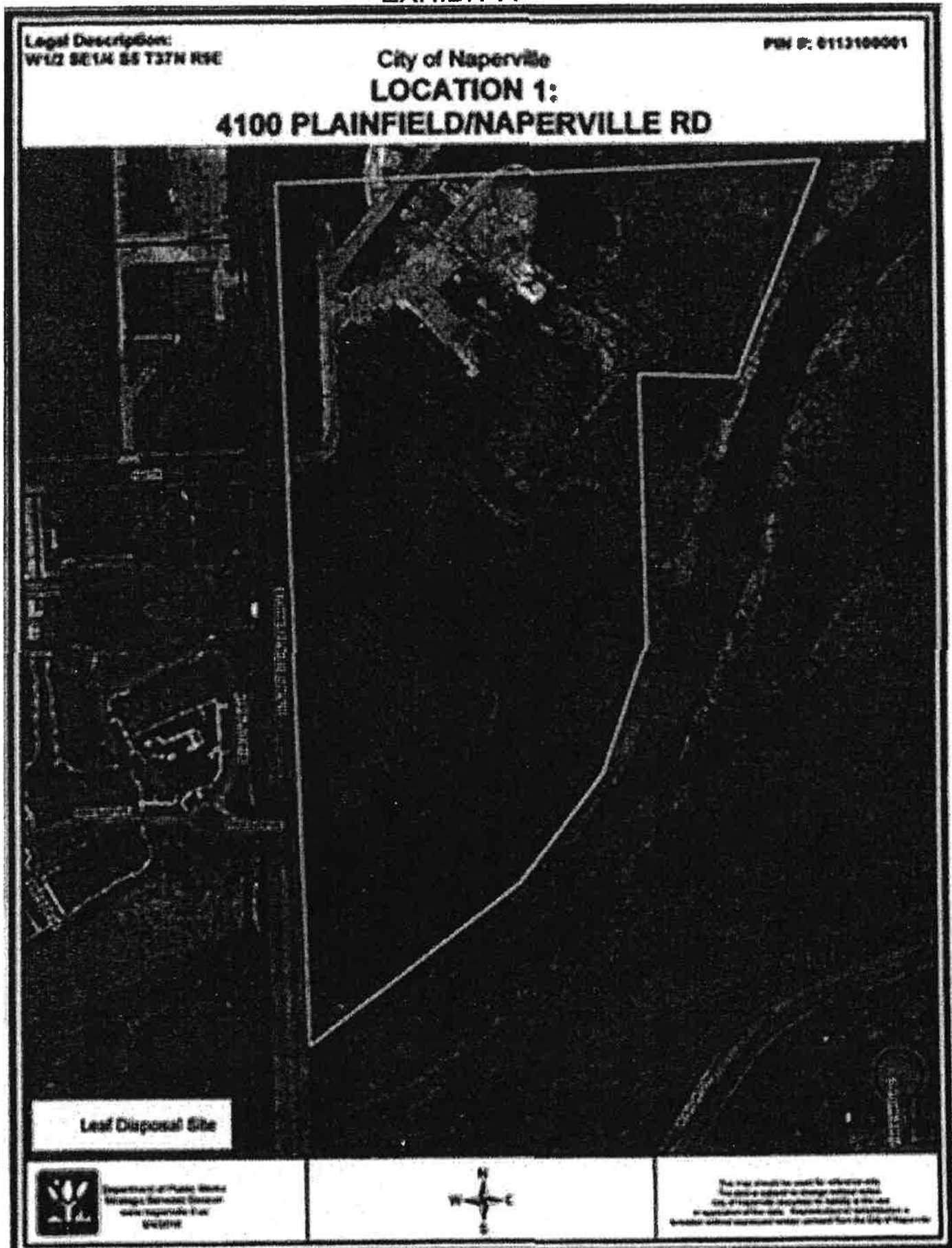
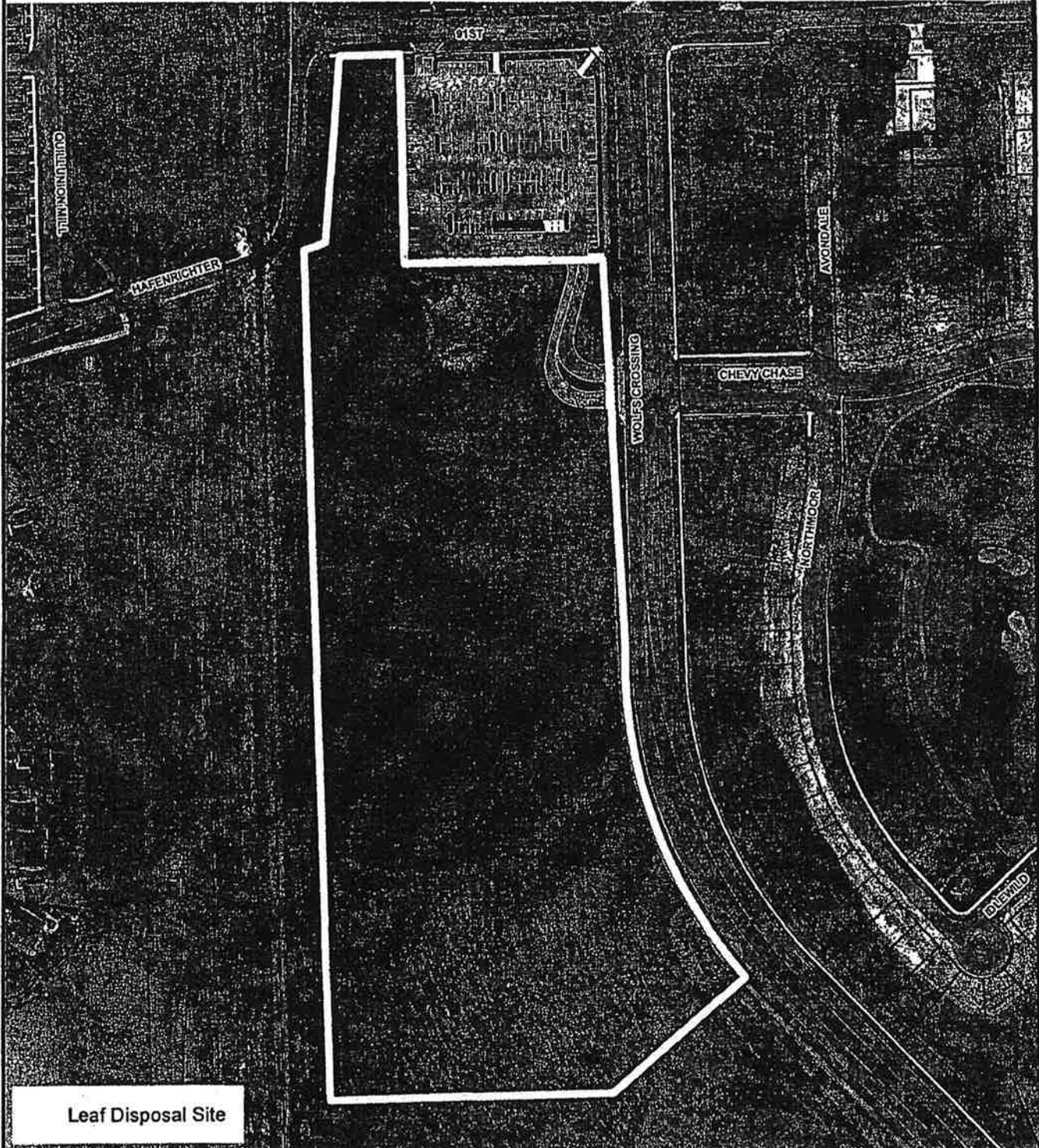


EXHIBIT A

Legal Description:
NW1/4 NW1/4 S15 T37N R9E

PIN #: 0105400012

City of Naperville LOCATION 3: NEAR 250TH AND 91ST STREET



Leaf Disposal Site



Department of Public Works
Strategic Services Division
www.naperville.il.us
3/4/2016



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