

**LEASE AGREEMENT BETWEEN THE CITY OF COLLINSVILLE AND
KELLER FARMS, INC. PROVIDING FOR THE
FARMING OF REAL ESTATE
(510 and 520 South Bluff Road)**

This Lease Agreement is entered into on March 10, 2026, between the City of Collinsville, Illinois, 125 South Center Street, Collinsville, IL 62234 (hereinafter Lessor), and Keller Farms, Inc., 435 South Bluff Road, Collinsville, IL 62234 (hereinafter Lessee).

THE PARTIES TO THIS LEASE AGREE TO THE FOLLOWING PROVISIONS:

I. DESCRIPTION OF LAND

The Lessor leases to the Lessee, to occupy and to use for agricultural purposes only, the real estate commonly known as 510 and 520 South Bluff Road, Collinsville, Illinois (hereinafter the "premises") and more particularly described as follows:

Parcel 1:

Lot 1 in Final Plat of Collinsville, LLC Subdivision, being a subdivision according to the plat thereof recorded in Document No. A02498852, St. Clair County, Illinois.

Parcel 2:

Lot 2 in Final Plat of Collinsville, LLC Subdivision, being a subdivision according to the plat thereof recorded in Document No. A02498852, St. Clair County, Illinois.

II. LENGTH OF TENURE

The term of this Lease Agreement shall be from March 15, 2026 through December 31, 2026. Lessee shall surrender possession of the premises at the end of this term. There are currently no extensions of this Lease Agreement and any leasing of the real estate beyond December 31, 2026 shall require the parties to enter into a new written Lease Agreement. Both parties acknowledge that this provision serves as actual notice to the other of the termination of this Lease Agreement as of December 31, 2026 and that no further notice will be necessary to serve on the other party of the intent that this Lease Agreement not be extended beyond the term provided for herein.

III. AMENDMENTS

Modifications to this Lease Agreement shall only be by mutual agreement of the parties, memorialized in writing and executed by handwritten signature thereto by parties authorized to act.

IV. AMOUNT OF RENT

On or before March 31, 2026, and without further invoicing from the Lessor, Lessee agrees to pay to Lessor the sum of \$3,000, with a late penalty of 5% monthly to be pro rata per diem on the full sum until paid in full.

V. LESSEE'S INVESTMENT AND EXPENSES

For the term and purposes of this Lease Agreement, Lessee agrees to provide:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises properly.
- B. All seed, inoculation, disease-treatment materials, fertilizers, and chemicals.
- C. Liability insurance coverage of not less than \$1,000,000 of liability limits and worker's compensation insurance to cover all Lessee's employees and contractors. Within 30 days of this Lease Agreement, Lessee shall provide to Lessee a Certificate of Insurance listing the Lessor as an additionally insured party, as well as proof of the worker's compensation insurance.
- D. Provide indemnification to and further hold harmless the Lessor from any lawsuits or claims made by third parties against the Lessee, including damages, attorney's fees, and costs.

VI. LESSEE'S DUTIES IN OPERATIONS

Lessee further agrees to the stipulations hereafter.

A. Activities required:

1. To cultivate the premises faithfully and in a timely, thorough, and businesslike manner.

2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
3. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
4. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
5. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.
6. To keep the premises neat and orderly.
7. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
8. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices to comply with the soil loss standards mandated by the State of Illinois.
9. Any chemicals for weed or insect control when used should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. No chemicals will be stored on the property. No chemicals or chemical containers will be disposed of on the property.
10. To practice fire prevention, follow safety rules, and abide by restrictions in the Lessor's insurance contracts.
11. To keep overhanging trees and brush cut back on field perimeters.
12. To keep willows and other such brushy types from growing and blocking drainage ditches.
13. To establish and maintain a competent soil-testing program with copies of the lab report provided to the Lessor.
14. Lessee will fertilize crops based on crop needs, applied at levels to what are field expectations.
15. Otherwise comply with the laws, regulations, and ordinances of the State of Illinois and City of Collinsville.

B. Activities Restricted

Lessee further agrees, unless the written consent of the Lessor has been obtained:

1. Not to assign this Lease Agreement to any person or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to permit, encourage, or invite other persons to use any part or all of the premises for any purpose or activity not directly related to its use for agricultural production.
4. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
5. Not to erect or permit to be erected any commercial advertising on the farm.

VII. MANAGEMENT AND BUSINESS PROCEDURES

- A. Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements, social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.
- B. Lessee affirm the goals of minimizing soil erosion losses and preserving the productivity of the premises in ways that are consistent with its needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends it agrees to implement as far as possible the best management practices recommended by the Soil Conservation Service and to cooperate with that agency's soil and water conservation programs.
- C. This Lease Agreement shall not give rise to a partnership or joint venture between Lessor and Lessee and each party agrees that the other shall in no way be responsible for the debts or obligations of the other in regards to the premises.

VIII. MISCELLANEOUS

Lessor and Lessee agree to the following provisions:

- A. Termination Upon Default: If either party fails to carry out substantially the terms of this Lease Agreement in due and proper time, the Lease Agreement may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 30 days from the date of such notice.
- B. Yielding Possession: Lessee agrees at the expiration or termination of this Lease Agreement to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, except by loss by fire, flood or tornado, and ordinary wear. If the Lessee fails to yield possession, it shall pay to the Lessor a penalty of \$100 per day for each day he or she remains in possession thereafter, in addition to any damages caused by the Lessee to the Lessor's premises or improvements, and said payments shall not entitle the Lessee to any interest of any kind or character in or on the premises.
- C. Lessor's Right of Entry: Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any time to inspect them, to work or make repairs or improvements thereon, to develop mineral resources; and following Lessee's severance of crops, any other operation necessary to prepare the premises for a succeeding operator, so long as it does not interfere with the Lessee in carrying out the regular farming operations.
- D. Mineral Rights: Nothing in this Lease Agreement shall confer upon the Lessee any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals. The Lessor agrees to reimburse the Lessee for any actual damage the Lessee may suffer for crops destroyed by these activities and to release the Lessee from obligation to continue farming the premises when development of mineral resources interferes materially with the Lessee's ability to make a satisfactory return.
- E. Extent of Agreement: The terms of this Lease Agreement shall be binding on the parties' heirs, executors, and administrators in like manner as upon the original parties.
- F. Risks Assumed: The Lessee takes possession of the premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations.

IX. NOTICES

All notices required hereunder shall be in writing and shall be deemed to have been delivered if faxed, emailed, hand-delivered or deposited in the United States mail, return receipt requested, with postage prepaid and addressed as follows:

If to Lessor at:

Mayor of Collinsville
125 South Center Street
Collinsville, Illinois 62234

If to Lessee at:

Keller Farms, Inc.
435 South Bluff Road
Collinsville, Illinois 62234
Fax: 618-344-8698

X. SEVERABILITY

If any portion of this Lease Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall void the validity of the remainder of the Agreement.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising under this Agreement or for its enforcement shall be in the Circuit Court of Madison County, Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the LESSOR and LESSEE have executed this on the date written hereinabove by their respective officers duly authorized to execute this Lease Agreement on behalf of the City of Collinsville and Keller Farms, Inc.

CITY OF COLLINSVILLE

KELLER FARMS, INC.

Dated: _____, 2026

Dated: February 20, 2026

Jeff Stehman, Mayor

Craig Keller
Craig Keller, President

Attest: _____
Kimberly Wasser, City Clerk

Attest: Lindsey Janssen
Lindsey Janssen, Secretary