

## Lease Extension Agreement

**William R. Schlemmer**, as Independent Executor of the **Estate of Alice A. Schlemmer**, deceased, pursuant to Letters of Office issued in cause number No. 19-P-63 in the Circuit Court for the 20<sup>th</sup> Judicial Circuit, Monroe County, Illinois, as Lessor, and **Columbia Aero Club, Inc.**, an Illinois Corporation, as Lessee, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree to renew and modify the Lease attached hereto on the following terms:

1. The Lease extension term shall commence March 1, 2021 and continue until February 28, 2022 and automatically renew for a one (1) year term ending February 28, 2023 unless terminated by written notice from either Lessor or Lessee with at least three (3) months' written notice prior to February 28, 2022.

2. The annual rental payment shall be Five Thousand Dollars (\$5,000.00).

3. As further consideration for the above and forgoing Lease Extension, Lessor grants to Lessee a Right of First Refusal as follows:

In the event Lessor offers to sell the leased premises to others outside Schlemmer family members and receives from some third party a *bonafide* offer for the purchase thereof, Lessor shall disclose the terms of such offer to Lessee in writing within ten (10) days following receipt of the offer.


Lessee shall have ten (10) days after receiving notice of the terms of the offer within which to elect to purchase the property on terms identical to those offered by the third party. Such election shall be made by written notice to Lessor, accompanied by a check for One Thousand Dollars (\$1,000.00) to the order of Lessor to be applied to the purchase price. Within ten (10) days thereafter, the parties shall enter into a formal contract of sale containing the provisions normally used in such contracts in Monroe County, Illinois, and expressly including all terms of the original bonafide offer made to Lessor, except as the parties may mutually agree.

If Lessee fails to give the notice and to tender the payment as provided above, Lessor shall be relieved of all liability to Lessee, and may dispose of the property as Lessor sees fit.

This right of first refusal shall remain in force for twenty-four (24) months from the date of execution of this agreement. The rights and obligations of the Lessor include any successors and assigns.

**Estate of Alice A. Schlemmer**, deceased

**Columbia Aero Club, Inc.**,  
an Illinois Corporation

  
**William R. Schlemmer**, Independent Executor  
Date: 3-1-21

  
**William Totty**, Authorized Representative  
Date: 3-23-21

LEASE

3 - 1 - 2, 011  
new contract  
10.90 acres  
\$ 2,200.00

THIS INDENTURE OF LEASE is made as of the First day of March, 2011 by and between Alice A. Schlemmer, 274 Schlemmer Lane, Columbia, Monroe County, Illinois, hereinafter called Lessor, and Columbia Aero Club, Inc., an Illinois corporation, of Rural Route #1, Columbia, Monroe County, Illinois, hereinafter called Lessee.

WITNESSETH: That the Lessor, for and in consideration of the Covenants and agreements hereinafter mentioned to be kept and performed by Lessee, has demised and leased to the Lessee, the real estate identified as Parcel A depicted upon the Plat attached hereto as Attachment 1 and by this reference made a part hereof, consisting of approximately 5.17 acres and situated in Monroe County, Illinois.

TERM: TO HAVE AND TO HOLD the above described premises unto the said Lessee for the full period of five years commencing March 1, 2011 and to end on the last day of February, 2016.

PURPOSE: It is agreed that the premises hereby leased are to be used for a Privately-owned, Public-Use Airport and the parking and repair of aircraft of Lessee's members.

RENTAL: It is agreed that the Lessee shall pay the sum of Two Thousand-Two Hundred Dollars (\$2200) as annual rent for the initial term of this lease and annual rental thereafter in the said amount, as adjusted from time to time as authorized herein, on the first day of March of any yearly extension of this lease by Lessee as hereinafter authorized.

PREMISE ACTIVITIES: Lessee agrees not to take or permit any activity upon the leased premises that will cause Lessor to lose any commercial airport certification for said premises and further agrees not to permit any hazardous flying or other activities that may in any way adversely affect any commercial airport certification for the premises hereby leased or any future certification for said premises as a restricted landing area or any insurance coverage for said premises or the liability exposure of Lessor as owner of said premises.

**PREMISE IMPROVEMENTS:** Lessee agrees not to make any alterations to any

part of the lands constituting the premises hereby leased without the prior consent of the Lessor. Allowed improvements paid for by the Lessee, belong to the Lessee. Further,

Lessee agrees not to do, or permit the doing of, anything upon the premises hereby leased that may result in a lien against said premises. If Lessee loses use of an improvement through government action the Lessee will receive from the Lessor payment for the improvements based upon the average appraisal value of three appraisals and increased or

reduced accordingly if the sum received by the Lessor is different than the average

appraisal value.

**MAINTENANCE OF GROUNDS:** Lessee agrees to maintain all grounds of the

premises hereby leased in good condition and to keep same moved and free of debris at its own expense. Lessee shall not under any circumstances place any rock upon any part of the premises without prior written consent of the Lessor.

**TAXATION:** Any personal property tax incurred with respect to the premises

hereby leased for the period commencing March 1, 2011 and ending with the end of this lease shall be paid by Lessee. Any additional real estate taxes attributable to any

improvements placed upon the premises by Lessee subsequent to March 1, 2011 shall be paid by the Lessee. All other real estate taxes for said premises shall be paid by the

Lessor.

**RESERVATION OF USE BY THE LESSOR:** Lessor reserves to herself, her

heirs, legal representatives and assigns an easement of ingress and egress over parts of the premises hereby leased, which do not have buildings located upon same, for the

movement of trucks and farm equipment used in connection with farming activities upon lands adjoining the premises hereby leased. In addition, Lessor reserves to herself, her heirs, legal representatives and assigns the right to use the premises hereby leased for

takeoff and landing for crop dusting and spraying aircraft engaged in such activities for

any part of the lands of the Lessor, Alice A. Schlemmer and any of her tenants. Further,

Lessor reserves the right to use the premises hereby leased for the storage, repair, takeoff

and landing of any aircraft owned by Lessor or her heirs.

TERMINATION OF LEASE: Lessor reserves the right to terminate this lease at any time if she elects to sell said premises covered by this lease during the time of this lease or any extension hereof, give Lessee the right to submit a bid upon or submit a proposal to purchase said premises upon like terms and conditions of any other such bid or proposal received by Lessor, and if Lessee's bid or proposal is better than any such bid or proposal received by the Lessor, Lessor shall, in the event she follows through upon such an election, sell said premises to Lessee. In the event Lessee does not submit an acceptable bid or proposal and upon termination of this lease, Lessor shall refund to Lessee any pre-paid unearned rent for the premises on a pro-rata basis.

EXTENSION OF LEASE: Lessee shall have the option to extend this lease at the expiration of the initial term for an additional term of five (5) years, upon the same terms and conditions contained in this lease for the initial term, except for the amount of the annual rental, by notifying the Lessor in writing at her address stated herein of such intention at any time prior to sixty (60) days before the expiration of said initial term. The annual rental for any extended one-year term shall be as aforesaid in the amount of Two Thousand-Two Hundred Dollars (\$2200.00) as adjusted by Lessor, if she so elects to adjust same as hereinafter provided, and shall be payable in advance on the First day of March of any extended yearly term. The Lessor shall have the right to increase the amount of the annual rental up to Ten Percent (10%) of the previous annual rental amount upon seventy (70) days advance notice prior to the commencement of any extended term.

PROCUREMENT OF ADDITIONAL LAND FOR EXPANSION: Lessee agrees, in the event Lessee deems it necessary to procure additional land for expansion, Lessor will be the first party to which a bid or proposal for the additional land will be submitted.

LIABILITY INSURANCE: Lessee shall procure and maintain in force a policy of liability insurance, at its own expense, during the entire term of this lease and any extension thereof, protecting Lessor and Lessee against liability for injuries and property damages sustained by persons upon the premises hereby leased, or on account of any activities of Lessee, with Insurance Company Of North America or a reputable insurance

condition precedent to the enforceability of the terms of any such policy.

in accordance with the requirements of this lease, unless the same shall be required as a this paragraph shall not inure to the benefit of any insurance carrier providing protection recovered against Lessor against the said demised on account thereof. The provisions of defend the same, and will pay whatever judgment or judgments which may be its members, agents, or any other person on said premises, that Lessee will or on account of any damage, omission, neglect (or use of said premises), by the Lessee, on account of any alleged violation thereof, or failure to comply and conform therewith, force; and if any suit or proceedings shall be brought against the Lessor or said premises, State, County and Municipality in which said premises are situated, now and hereafter in and conform with all laws, statutes, ordinances and regulations of the United States, upon or arising from any failure by Lessee, its members, agents, or employees to comply members, agents or servants in the use and occupancy of said premises, or subsequent other persons, or consequent upon or arising from any neglect or fault of the Lessee, its upon or arising from the use or occupancy of said premises by Lessee or its members or for injury to person or property, or damage of whatever kind or character consequent may arise from or be claimed against Lessor and said premises by any person or persons every and all costs, loss, damage, liability, expense, penalty and fine whatsoever which indemnify and save, protect and keep harmless the Lessor and the leased premises from INDEMNIFICATION OF LESSOR: Lessee agrees that it will at all times,

Lessor.

additional rental, which shall be due and payable immediately after such payment by agreed, Lessor shall have the right to pay same and collect the amount so paid as policies. In case of default on the part of the Lessee to pay said insurance premium as notify Lessor in writing as to any amendments to or cancellation of such policy or premium for said insurance policy and furnish a copy of same to Lessor. Lessee agrees to Dollars (\$1,000,000) on account of each occurrence or accident. Lessee agrees to pay the company satisfactory to Lessor, with limits of liability in the amount of One Million

DEFAULT BY LESSEE: In case Lessee defaults in the making of any rental payment provided for herein or in case Lessee shall fail or refuse to perform or comply with any of its other covenants and agreements contained herein, and such default shall continue for a period of Ten (10) days, Lessor, her agents and/or attorneys, shall have the right to re-enter and take possession of the premises and remove all persons therefrom and the goods and chattels of such persons without liability in law or equity for any damage caused by such removal, and all expenses to Lessors, including attorney's fees and court costs, incurred by reason of same or such default, shall be paid by Lessee. Upon re-entry, Lessors may re-let the premises as agents of Lessee, and Lessee shall remain liable for the annual rental as agreed hereunder, less the proceeds of re-letting, if any, and shall pay such annual rental, plus the expense of re-entry by Lessors, as previously provided for with respect to the payment of the annual rental. If the Lessor shall acquire possession of the premises or any part thereof by summary proceedings, or by any other action, or a judicial proceeding, or in any other lawful manner without judicial proceeding, it shall be deemed a re-entry within the meaning of that word as used in this lease.

CASUALTY LOSSED: No loss by fire, windstorm or other casualty to any improvements on the premises hereby leased shall in any way affect the obligations of the Lessee under this Lease; and Lessor shall have no duty whatsoever to make any repair to or replace any of the improvements upon the premises, regardless of the circumstances that caused the need for repairs or replacement.

SUCCESSORS AND ASSIGNS: The covenants of this lease shall be obligatory upon and shall extend to the heirs, legal representatives and assigns of the respective parties hereto. Lessee, however, shall not assign this lease or sublet the premises or any portion thereof without first obtaining the written consent of the Lessor.

IN WITNESS WHEREOF, the Lessor has hereunto set her hand and the Lessee  
has caused this instrument to be executed in its corporate name by its President, and  
attested, and its corporate seal affixed by its Secretary, day and year first above written.

Alice A. Schlemmer  
Alice A. Schlemmer

LESSOR

AERO  
COLUMBIA CLUB, INC.

Donald R Karr

Its President

LESSEE

ATTEST:

Paul Voorhees  
1-17-11

Paul Voorhees

Date

Secretary

Document Prepared By:

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