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## FIXED CASH FARM LEASE AGREEMENT

This FIXED CASH FARM LEASE AGREEMENT ("Lease") is made this \_\_\_ day of April, 2020 and is by and between the VILLAGE OF POPLAR GROVE, ILLINOIS, an Illinois Municipal Corporation ("Lessor") and AARON ECKBERG, an individual residing in the State of Illinois ("Lessee"). Lessor and Lessee are at time collectively referred to herein as the "Parties".

### RECITALS:

WHEREAS, Lessor is the owner of the real property commonly known as XX Park Street, Poplar Grove, IL 61065 and with PIN 04-19-176-022 and legally described in Exhibit A, attached hereto and incorporated herein (the Property"); and

WHEREAS, the Property consists of approximately 14.36 acres, of which, approximately 8 acres are tillable; and

WHEREAS, Lessor desires to lease the Property to Lessee and Lessee desires to lease the Property from Lessor on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above-recitals are incorporated herein and made a part hereof.
2. Term. Lessor hereby leases to Lessee the Property for the 2020 crop year, specifically from April 17, 2020 to January 31, 2021. This Lease may be extended for additional crop years. Any extensions must be in writing and refer to this Lease.
3. Rent. Lessor and Lessee agree that no rent payment shall be charged to Lessee during the Term of this Lease.
4. Obligations of Lessor. Lessor shall be responsible for the following during the Term of this Lease:
  - A. The Lessor shall timely pay any Real Estate Taxes on the Property, if any.
5. Obligations of Lessee. Lessee shall be responsible for the following during the Term of this Lease:
  - A. Lessee shall furnish all machinery, equipment, labor, and fuel necessary to farm the Property.
  - B. Lessee shall furnish all annual inputs to the farming operation, including, but not limited to, seed, pest and disease treatments, fertilizers and limestone.
  - C. Lessee shall cultivate the Property in a timely, thorough, and businesslike manner, including, but not limited to (i) Preventing, so far as reasonably possible, noxious

weeds and other weeds from going to seed and (ii) Preventing unnecessary waste, loss, or damage.

- D. Lessee shall maintain the soil pH at 6.5 or higher and will maintain soil fertility levels. Lessee shall apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that not to exceed the agronomic requirements for the type of crop being grown, taking into account the N, P and K that will be provided from the **waste-water plant sludge** referenced in subparagraph F below..
- E. Lessee shall implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
- F. Lessee shall, at its sole costs and expense and using its own labor and equipment, haul sludge from the Lessor's waste-water treatment facilities and spread such sludge over the Property. Such hauling and spreading of sludge shall be done at least once a crop season, either at the beginning or end of the crop season. Lessee shall spread sludge over the Property in accordance with the terms and conditions of Section 391-Appendix G Sludge User Information Sheet, a copy of which is attached hereto as Exhibit B and incorporated herein. Lessee and Lessor shall coordinate in good faith such hauling and spreading of sludge.
- G. Lessee shall, during the Term of this Lease, maintain the following **minimum insurance limits**, with a carrier acceptable to the Lessor and naming Lessor as an additional insured:
- Commercial General Liability and Property Damage Insurance on the Property: \$1 million per occurrence, \$2 million aggregate.
  - Automobile Liability: \$1 million per occurrence combined single limit, \$500,000 property damage.
  - Workers Compensation: Full Statutory Limits, if applicable

Lessee shall be responsible to insure its personal property located on the Premises. Lessee shall provide Lessor with copies of certificates of insurance evidencing that Lessee is maintaining the insurance required herein.

- H. Lessee shall not assign this Lease or sublet any part of the Property without the prior written consent of the Lessor.
- I. Lessee shall not use the Property for any purpose or activity not directly related to its use for agricultural production. Lessee shall not make any improvements to the Property without Lessor's prior written consent.
- J. Lessee shall not burn or bury any materials on the Property nor store or dispose of chemicals or empty chemical containers on the Property nor enter into any contract, or other business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.

6. Termination upon Default. If either party fails to carry out substantially the terms of this Lease, the Lease may be terminated by the non-defaulting party by serving a written notice, citing the instance(s) of default and specifying a termination date of at least 30 days from the date of such notice. In addition to terminating this Lease, the non-defaulting party may pursue any and all other remedies that it may have at equity or in law.
7. Yielding of Possession. Lessee agrees that at the expiration or termination of this Lease to yield possession of the Property to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, ordinary wear and tear excepted. If the Lessee fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$75.00 per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee to the Lessor's land or improvements. These payments shall not entitle the Lessee to any interest of any kind in or on the Property.
8. Attorney Fees. All costs and attorney fees incurred by Lessor in enforcing performance of the provisions of this Lease shall be added to the obligations payable by the Lessee.
9. Lessor's right of entry. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the Property at any reasonable time to view them, work or make repairs or improvements thereon, take soil tests, develop mineral resources, and, if the Lease Term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by a succeeding lessee.
10. Lessor Liability. The Lessee acknowledges 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, or in performing repairs on improvements.
11. Indemnification. Lessee assumes liability for and shall indemnify, protect, save and hold harmless Lessor from and against any and all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements including attorneys' fees and expenses and court costs incurred by Lessor in defending claims of whatsoever kind and nature imposed upon, incurred by or asserted against the Lessor in any way relating to or arising out of this Lease and from the possession, use, operation and maintenance of the Property by the Lessee. The indemnities contained in this paragraph shall continue in full force and effect, notwithstanding the termination of this Lease.
12. Waiver. No party shall be deemed to have waived any right, power or privilege under this Lease, unless such waiver shall have been executed in writing and expressly acknowledged by the parties to be charged with such waiver.
13. Notices to Parties. Any notices, demands or other communications required or permitted hereunder shall be in writing and delivered to the other party or the other party's authorized

agent, either in person or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the address set forth hereinafter, or to such other addresses as either party may designate in writing and deliver as herein provided:

LESSOR:

Village of Poplar Grove  
200 N. Hill Street.  
Poplar Grove, IL 61065

LESSEE:

\_\_\_\_\_  
Attn: Aaron Eckberg  
\_\_\_\_\_  
\_\_\_\_\_

14. Construction and Venue. The interpretation and validity of this Lease shall be governed by the laws of the State of Illinois, without giving effect to that state's principles of conflicts of law or choice of law. The parties further consent to and submit to the exclusive jurisdiction and venue with respect to any matters pertaining to this Lease in and by the state and federal courts sitting in Boone County, Illinois.
15. Entire Agreement. This Lease, and the Exhibits attached hereto contain the entire agreement between Lessor and Lessee concerning the Property and there are no other agreements, either oral or written.
16. Binding Effect. This Lease shall be binding upon and inure to the benefits of Lessor and Lessee and their respective heirs, legal representatives, successors and permitted assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.
17. Use of Headings: The clause headings appearing in this Lease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.
18. Amendments and Modifications: Except as otherwise provided for herein, this Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.
19. Counterparts: This Lease may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.
20. Severability: In the event any provision of this Lease is declared to be illegal or unenforceable, the remaining portions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Lease the day and year first above written.

**LESSOR:**

**VILLAGE OF POPLAR GROVE**

By: \_\_\_\_\_

Owen Costanza, Village President

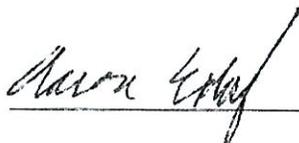
**ATTEST:**

By: \_\_\_\_\_

Karri Anderberg, Village Clerk

**LESSEE:**

**AARON ECKBERG**

  
\_\_\_\_\_

### EXHIBIT A - LEGAL DESCRIPTION

Part of the Northwest Quarter (1/4) of Section 19, Township 45 North, Range 4 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point in the South line of the Northwest Quarter (1/4) of said Section which bears South 89 degrees 21' 00" East, 478.50 feet from the Southwest corner of the Northwest Quarter (1/4) of said Section, said point of beginning being the Southwest corner of premises conveyed by Edenfruit Products Company to The Illinois National Bank & Trust Co. of Rockford as Trustee of Trust No. 5710, by Warranty Deed dated November 30, 1976 and recorded as Document No. 76-3820 in the Recorder's Office of Boone County, Illinois; thence South 89 degrees 21' 20" East, along the South line of the Northwest Quarter of said Section, 1965.41 feet to the Southeast corner of the Northwest Quarter of said Section; thence North 00 degrees 34' 54" East, along the East line of the Northwest Quarter (1/4) of said Section, 457.25 feet; thence North 89 degrees 21' 00" West, parallel with the South line of the Northwest Quarter (1/4) of said Section, 379.74 feet, thence South 01 degrees 46' 58" West, 182.12 feet to the Easterly extension of the South right of way line of Park Street as designated upon the Plat of George Renne's Addition to Poplar Grove, the plat of which is recorded in Book 1 of Plats on page 41 in the Recorder's Office of Boone County, Illinois; thence North 89 degrees 22' 35" West, along said South right of way line extended, 1582.67 feet to its intersection with a line which is parallel with the West line of the Northwest Quarter (1/4) of said Section passed through said point of beginning and also being the West line of said premises so conveyed to The Illinois National Bank & Trust Co. of Rockford as Trustee as aforesaid; thence South 00 degrees 24' 49" West, along the West line of said premises so conveyed to the Illinois National Bank & Trust Co. of Rockford as aforesaid, 274.44 feet to the point of beginning; situated in the County of Boone and State of Illinois.

**EXHIBIT B-**  
**SECTION 391. APPENDIX G SLUDGE USER INFORMATION SHEET**