ORDINANCE NO. 21-06

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO A FIRST AMENDMENT TO FIXED CASH FARM LEASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT XX PARK STREET, POPLAR GROVE

WHEREAS, the Village of Poplar Grove, Illinois is an Illinois Municipal Corporation (hereinafter referred to as the "Village"); and

WHEREAS, the Village is the owner of the real property commonly known as XX Park Street, Poplar Grove ("Property") and previously entered into a lease agreement with Aaron Eckberg ("Eckberg") for the Property; and

WHEREAS, the duration of the Lease was for one crop season, specifically from April 17, 2020 to January 31, 2021; and

WHEREAS, the Lease provides that the Village and Eckberg can extend the Lease for additional crop years; and

WHEREAS, the Village and Eckberg now desire to extend the Lease for two (2) additional crop seasons, specifically the crop seasons running from April 1, 2021 to January 31, 2022 and April 1, 2022 to January 31, 2023; and

WHEREAS, the Village and Eckberg have reached an accord as to the terms and conditions upon which the Lease will be extended and have memorialized such terms and conditions in a First Amendment to Fixed Cash Farm Lease Agreement, a copy of which are attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into said First Amendment to Fixed Cash Farm Lease Agreement; and

WHEREAS, the Village now desires to approve said First Amendment to Fixed Cash Farm Lease Agreement and authorize the Village President to execute and the Village Clerk to attest the same.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AS FOLLOWS:

Section 1. The foregoing recitals shall be and are hereby incorporated in this Section 1 as if said recitals were fully set forth.

Section 2. The Village hereby approves the First Amendment to Fix Cash Farm Lease Agreement attached hereto as Exhibit A, or one in substantially similar form, and hereby authorizes the Village President to execute and the Village Clerk to attest the

same, and any other documents necessary or helpful to implement the intent of this Ordinance.

Section 3. This Ordinance shall be effective upon its passage by the Village Board, its approval by the Village President, and its publication as provided by law.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are repealed insofar as they conflict.

Section 5. If any section, clause or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid, and this Village Board hereby expressly declares that it would have enacted this Ordinance even with the invalid portion deleted.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2021

AS FOLLOWS:

VOTING "AYE": _____

_____

VOTING "NAY": _____

_____

ABSENT, ABSTAIN, OTHER _____

APPROVED_____, 2021

ATTEST:

_____ _____

CLERK PRESIDENT

EXHIBIT A-

FIRST AMENDMENT TO FIXED CASH FARM LEASE AGREEMENT