FIRST AMENDMENT TO FIXED CASH FARM LEASE AGREEMENT

THIS FIRST AMENDMENT TO FIXED CASH FARM LEASE AGREEMENT ("First Amendment") is made this ___ day of March 2021 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") and effectuates an amendment to the Fixed Cash Farm Lease Agreement dated April 15, 2020 between Lessor and Lessee (the "Lease"). Lessor and Lessee are at times referred to herein collectively 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 (the Property"); and

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

WHEREAS, Lessor leased the Property to Lessee pursuant to the Lease; 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 Parties can extend the Lease for additional crop years; and

WHEREAS, the Parties 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 Parties now desire to memorialize such extension of the term of the Lease in this First Amendment.

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

1. The above-recitals are incorporated herein and made a part here.

2. The Parties acknowledge and agree that the term of the Lease is hereby extended for the following two (2) crop seasons: April 1, 2021 to January 31, 2022 and April 1, 2022 to January 31, 2023

3. Further, this Lease may be terminated for convenience by either party upon giving 30 days prior written notice of its intent to terminate this Lease to the other party. Notwithstanding the foregoing, such termination shall not take effect during any crop season and Lessee shall finish harvesting any crops which have been planted prior to notice of termination being given.

4. All other terms and conditions of the Lease shall remain in full force and effect during the term of the extension provided for herein.

5. To the extent that any provisions of this First Amendment conflicts with any term or condition set forth in the Lease, the provisions of this First Amendment shall supersede and control to the extent of such conflict. All other provisions of the Lease not in conflict with this First Amendment shall remain in full force and effect.

6. Except as otherwise provided for herein, this First Amendment shall 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 the parties hereto.

7. This First Amendment may be signed in any number of counterparts, each of which shall be an original, with the main effects as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS FIRST AMENDMENT AS OF THE DATE FIRST WRITTEN ABOVE.

LESSOR:

VILLAGE OF POPLAR GROVE

By:_____

Owen Costanza, Village President

ATTTEST:

By:_____

Karri Anderberg, Village Clerk

LESSEE:

AARON ECKBERG

_____