

RESOLUTION NO. _____

(Synopsis: This resolution approves and authorizes an amendment to the Cash Rent Farm Lease dated November 19, 2018, between the City of Washington and Northtown Farms, Inc. It reduces the rent payment from Northtown Farms to \$4,600 and reduces the amount of tillable acreage from 41.8 acres to 36.8 acres in exchange for the City of Washington reimbursing Northtown Farms \$1,100 for fertilizer expenses incurred).

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED CASH RENT FARM LEASE WITH NORTHTOWN FARMS, INC.

BE IT RESOLVED BY THE CITY CONCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, that:

Section 1. The Mayor and City Clerk are hereby authorized to execute an amended Cash Rent Farm Lease Agreement with Northtown Farms, Inc., in substantially the form of the documents attached hereto, marked "Exhibit A", and by reference expressly made a part hereof.

Section 2. That this Resolution shall be in full force and effect form and after its passage by a two-thirds (2/3) vote of the corporate authorities then holding office.

PASSED AND APPROVED in due form of law at a regular meeting of the City Council of the City of Washington, Tazewell County, Illinois, on the _____ day of _____, 2019.

Ayes: _____

Nays: _____

Mayor

Attest:

City Clerk

**FIRST AMENDMENT TO
CASH RENT FARM LEASE**

This Amendment (this "**Amendment**") to the Cash Rent Farm Lease dated November 19, 2018 (the "**Lease**"), is made and entered into by and between the City of Washington, an Illinois home-rule municipal corporation ("**Landlord**") and Northtown Farms, Inc. ("**Tenant**") effective as of the ____ day of April, 2019 (the "**Amendment Date**").

BACKGROUND

WHEREAS, Landlord and Tenant entered into the Lease with a term beginning on January 1, 2019, and ending on December 31, 2019;

WHEREAS, Landlord is in negotiations to sell a portion of the real property described in Exhibit A to the Lease ("**Original Leased Property**") and the potential buyer has requested that the Lease be amended to reduce the portion of the Original Leased Property;

WHEREAS, Landlord and Tenant desire to enter into this Amendment to modify the Original Leased Property and to reimburse Tenant for fertilizer expenses incurred on the portion of the Original Leased Property that will be excluded from the Property, as set forth herein.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that as of January 1, 2019, the Lease shall be amended as follows:

1 **Background**. The Background set forth above is true and correct in all material respects and is incorporated herein by reference.

2 **Rent**. Article 2 of the Lease is hereby deleted in its entirety and replaced as follows:

Tenant will pay Landlord as rent for the Property in a lease year an amount equal to Four Thousand Six Hundred and 00/100 Dollars (\$4,600.00) ("**Rent**"). One Thousand One Hundred and No/100 Dollars (\$1,100.00) shall be paid on or before June 1, 2019. The remainder of the Rent shall be paid on or before December 1, 2019. Rent payments shall be made payable and delivered to the City of Washington, c/o Washington City Clerk, 301 Walnut Street, Washington, Illinois 61571.

3 **Property**. Background Section A. of the Lease is hereby deleted in its entirety and replaced as follows:

Landlord owns the real property legally described in Exhibit A, together with all buildings and improvements thereon belonging to the Landlord.

Article 1, Section A. of the Lease is hereby deleted in its entirety and replaced as follows:

The Landlord rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the real property described in Exhibit A excluding the approximately five (5) acres of such property that is shaded in blue on the attached Exhibit B, and as bounded physically by identifying stakes ("**Property**"). The Property consists of approximately 36.8 tillable acres. Tenant shall have no right to occupy or use that portion of the Property that is timberland or the area shaded in blue on the attached Exhibit B except as is reasonably necessary for ingress and egress.

4 **Credit for Expenses.** Landlord agrees to reimburse Tenant for fertilizer expenses incurred by Tenant on the portion of the Original Leased Property that will be excluded from the Property in the amount of One Thousand One Hundred and 00/100 Dollars (\$1,100.00) ("**Credit**"). The Credit shall be applied to reduce Tenant's Rent payment due on or before June 1, 2019, pursuant to Article 2 of the Lease, by an amount equal to the Credit.

5 **Landlord Maintenance of Property.** Landlord covenants and agrees to keep all non-planted areas of the Property mowed and shall not permit any weeds, grasses, and plants, other than trees, bushes, or other ornamental plants to grow to a height exceeding twelve (12) inches.

6 **Capitalized Terms; Construction.** Any capitalized terms used in this Amendment which are defined in the Lease will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Lease and this Amendment, the terms of this Amendment shall control.

7 **Ratification of Lease.** Landlord and Tenant hereby ratify and affirm that all the remaining terms of the Lease remain in full force and effect.

8 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Email or facsimile signatures shall be binding as if an original signature page has been delivered

IN WITNESS WHEREOF, Landlord and Tenant executed this Amendment with the intent to be legally bound thereby, to be effective as of the Amendment Date.

LANDLORD:

City of Washington, Illinois

Gary W. Manier, Mayor

TENANT:

Northtown Farms, Inc.

By: _____

Name: _____

Title: _____

Exhibit A

All that part of the West Half of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, lying North of the right-of-way of the T. P. & W. R.R., **EXCEPT** a part thereof described as follows:

Beginning at a point on the North line of said West Half of the Northeast Quarter 363 feet East of the Northwest corner of said Northeast Quarter; thence South 620 feet; thence East 352 feet; thence North 620 feet to the North line of said Northeast Quarter; thence West on said North line 352 feet to the Point of Beginning, Tazewell County, Illinois;

Except the following-described real estate:

A part of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, more particularly described as follows:

Commencing at a PK nail found at the Northwest Corner of the said Northeast Quarter of Section 18; thence South 00° 36' 48" West, (an assumed bearing), along the West line of said Northeast Quarter of Section 18, a distance of 40.00 feet, to the Point of Beginning; thence South 89° 40' 33" East, along a line 40.00 feet South of and parallel with the North line of the said Northeast Quarter of Section 18, a distance of 363.20 feet, to the West line of a tract of land as shown in Plat Book "PP", Page 96, in the Tazewell County Recorder's Office; thence South 00° 19' 27" West, along the said West line of the tract of land shown in Plat Book "PP", Page 96, a distance of 600.00 feet; thence North 89° 40' 33" West, a distance of 366.23 feet, to the said West line of the Northeast Quarter of Section 18; thence North 00° 36' 48" East, along the said West line of the Northeast Quarter, a distance of 600.01 feet, to the Point of Beginning, containing 5.024 acres, more or less; situated in the County of Tazewell and State of Illinois.

Also excepting the 5.16-acre parcel being rented to the R/C Flyers Club and the 17-foot-wide ingress and egress easement, all as shown on the attached aerial photograph marked "Exhibit 1" and by reference expressly made a part hereof.

Consisting of approximately 41.8 acres of tillable land as shown on the aerial photograph marked "Exhibit 2," attached hereto, and by reference expressly made a part hereof.

