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Farm Program License Agreement

March 1, 2022 – February 28, 2023

THIS AGREEMENT, made and entered into this 15th day of October, 2021, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY (the District) and FIRST NAME LAST NAME, FARM COMPANY, ADDRESS, CITY, Illinois ZIP (Licensee).

This District operates under the Downstate Forest Preserve Act (the Act). It enters into this License Agreement with the Licensee, since the use associated with this Agreement is related to an activity of the District under that Act.

The District, for and in consideration of the conditions set forth herein, licenses to said Licensee the use of the property situated in the Township of TOWNSHIP, County of Kane and State of Illinois, known and described as approximately # acres of farmland, formerly known as the PARCEL property, located in PRESERVE Forest Preserve (see attached map[s]), solely for farming use(s) and not otherwise.

The Licensee, for and in consideration of the conditions and restrictions herein set forth covenants and agrees with the District as follows:

1. That the above described farm property is licensed on a fixed term basis, from March 1, 2022 to February 28, 2023, not a period of months or years, and that the annual license fee is:
 \$PRICEACRE.00 per acre for # acres of farmland, formerly known as the PARCEL property;
 for a total annual due of \$TOTAL.00.

Each year, 50% of the rent due is to be paid by March 31 and the balance (50%) shall be paid by December 15.

- a. Any payment of Annual License Fees under this Agreement which is not paid when due shall bear interest at a rate of twelve percent (12%) per year, from the date when the payment is due under the Agreement until the amount is paid by the Licensee. Mailed payment must be postmarked by the deadline date in order to be considered "on time."
- b. The License terminates automatically at the end of term, unless it is renewed in writing signed by both parties. Both parties agree that failure to execute an extension at least

three months before the end of the current term shall be constructive notice of intent to allow this Agreement to expire.

2. The license fee shall be paid by personal check, bank draft, or U.S. Postal Money Order made payable to the Forest Preserve District of Kane County and paid to the District at the office of the Forest Preserve District of Kane County, 1996 S. Kirk Road, Suite 320, Geneva, Illinois 60134.
3. That no representation as to the condition of the farm property has been made by the District, its agents, or employees, to License prior to the execution of this License Agreement that are not expressed or endorsed in this Agreement.
4. That this Agreement is not assignable by either party. The District reserves the right to enter, view, and inspect the premises used by The Licensee at all reasonable times. The District further is permitted from time to time to reduce the acreage to be farmed hereunder upon written notice to The Licensee of its intent to remove acreage from crop production hereunder, including a site plan identifying the area to be so removed. The Licensee shall be entitled to remove all planted crops then in place in the soil in the year in which notice is provided. In the event notice is given by January 1 of any year, then the removal of the acreage from crop production shall be effective for that next crop year (i.e., the March 1 following notice being given); otherwise, the Licensee shall be entitled to complete its farming of the acreage then in effect for the crop year during which notice is given and the Licensee shall surrender the portion of the property being removed from production upon harvest of the crops to be planted or then growing on that portion of the property. Notwithstanding the foregoing, if the District desires to immediately use any portion of the property, the District shall have the right to do so upon payment to the Licensee for the crop damage/loss of crop caused by the immediate use and occupancy by the District. Crop loss shall be calculated as the per bushel market value (at <http://farmdoc.agricharts.com>) posted on either the 1st or 15th of the month, whichever is closest to the actual crop loss date, multiplied by the average per acre crop yield – measured in bushels / acre – of the field recorded for the prior three calendar years.
5. Notwithstanding the license terms set forth herein, the Licensee acknowledges and agrees that the exclusive use of the Licensed Premises for its agricultural purposes shall extend to the Licensee only during periods of crop production (planting to harvest), A PERIOD ON NOT MORE THAN SIX MONTHS IN ANY TWELVE MONTH PERIOD; the District expressly reserves the right to use the

Licensed Premises during all other times for public purposes, that may include, but shall not be limited to: hiking, cross country skiing, snowmobiling, snow shoeing, and equestrian riding. Such public uses shall not be permitted DURING PERIODS OF CROP PRODUCTION (PLANTING TO HARVEST, A PERIOD ON NOT MORE THAN SIX MONTHS IN ANY TWELVE MONTH PERIOD) in a manner which interferes with crop production.

6. The District, by the terms of this Agreement or otherwise, shall not be bound to do or cause to be done any maintenance, repairs, drainage improvements, replacements, or improving of the licensed farm property or appurtenances thereto, unless agreed to in writing. The Licensee agrees to be responsible for any and all utility bills on the property.
7. The District will not allow any credit or set-offs to The Licensee for any repairs, replacements, or improvements made on the licensed farm property by or at the order of said Licensee, unless agreed to in writing.
8. The District will not insure the licensed farm property or appurtenances against fire or any other risk and the Licensee hereby waives any and all rights to claim damages from the District for any loss, damages, death, or injury which may result from any and all causes, including but not limited to fire and other risk, or causes by such repairs, replacements, or improvements not having been made.
9. HERBICIDE USE RESTRICTION: The Licensee shall not use and herbicides that:
 - a. Will have any residual carry over effect on any grasses or broadleaf plants beyond the growing season including, but not limited to, herbicides that include **atrazine** as an active ingredient.
 - b. Have **Paraquat** as an active ingredient (Common trade name include Gramoxone, Parazone, Blanco, etc.).
 - c. Have **Dicamba** as an active ingredient (Common trade names include Dianat, Banvel, Vanquish, etc.).
10. TILLAGE PRACTICES: Allowable tillage practices are vertical tillage, disking, or chisel plowing that maintains no less than 75% crop residue cover on the soil surface after planting. Depth of tillage shall be no greater than six (6) inches. No fall tillage will be permitted, however the District reserves the right to grant permission to deeper tillage, independent of season, of a frequency not to exceed more than once every four years.

- 11. The Licensee shall keep the licensed farm property and appurtenances in a neat, clean, and orderly condition at all times and not cause, permit, or suffer rubbish, tin cans, garbage, or other refuse to accumulate thereon; shall not commit, suffer or permit any waste or make or suffer any lawful, improper, or offensive use of the farm property or any use or occupancy thereof contrary to any state or federal law or any ordinance of the District.
- 12. In the event that death or injury occurs to any person, or loss, destruction, or damage occurs to any property including, but not limited to, the person or property of the parties hereto, in connection with the Licensee’s use or occupation of the farm property, which is occasioned in whole or in part by the acts or omissions of the Licensee or District, its agents, employees, or servants, the Licensee agrees to indemnify and save harmless District from and against any loss, claims, or demands to which District may be subject as a result of such death, injury, loss, destruction, or damage.

13. The Licensee agrees to include the District as an additional insured on their insurance policy and provide a copy of their policy to the District naming the District as an additional insured.

For the term of the License Agreement, the Licensee shall maintain insurance with a carrier acceptable to the District, insuring the Licensee while leasing the Farm, of the following types and in not less than the stated minimum amounts:

General Liability Insurance	\$1 million per person
	\$1 million per occurrence
Property Damage	\$1 million per occurrence
Workers Compensation	Full Statutory Limits

The Licensee shall furnish an extant Certificate of Insurance, reflecting the above and agrees that all applicable insurance policies name the District as an additional insured and that the District is to receive thirty (30) days’ prior written notice of cancellation of coverage. The general liability policy must specifically include farm liability and farm property. At time of policy renewal or expiration, it is the Licensee’s responsibility to provide a new Certificate of Insurance to the District.

- 14. The Licensee agrees to abide by such other rules and regulations, as may be promulgated by the District, expressly including the following:
 - a. By November 30 of each year, of the License and any extension thereof, the Licensee shall advise the District of all herbicide applications used by the Licensee on the farmland,

which is subject to this License Agreement, using the form of disclosure attached hereto as Exhibit A. Form must contain name of Forest Preserve where farming occurs.

- b. Upon request, the Licensee shall provide a copy of any and all drain tile maps of the farmland, which is subject to this License Agreement, or any portion thereof; the District shall make copies of same and return all originals to the Licensee. Further, the District shall provide aerial photos to assist the Licensee in marking the locations of drain tiles known by the Licensee to exist and the Licensee shall cooperate with the District in tile depiction on such aerial photos. Contact the District’s Director of Natural Resources for this purpose.
- c. Upon request, the Licensee shall provide the District with the FSA farm tract number for each farmed parcel under this License Agreement.
- d. No less than sixty (60) days following harvest of planted crops, the Licensee shall disclose to District on FSA Form FSA-476DCP, or its successor, the acreage and crop yield rates of the Licensee’s farming operations on the farmland.
- e. The Licensee shall provide the District with the NRCS Conservation Plan, if any has been adopted and submitted to NRCS or other local agricultural office affiliated with the USDA, together with any amendments thereto as the same are adopted. Such copy shall be delivered within seven (7) days of its submission to NRCS or other applicable entity.
- f. As a part of the District’s commitment to soil conservation, annual crop rotation is required. Please indicate the type of crop you will be farming during the growing season:

Property	Crop
# acres at PARCEL	<input type="checkbox"/> Corn <input type="checkbox"/> Soy Beans <input type="checkbox"/> Hay <input type="checkbox"/> Other: _____

- g. For farmland licensed strictly for hay production, the box above m be checked and the following additional conditions shall apply: (i) the Licensee shall not plant row crops, till, grade, harrow, nor otherwise disturb the topsoil surface without written consent of the District’s Director of Natural Resources; (ii) Licensee shall not make the first cutting of hay until after July 1 of each year of this License Agreement or any extension hereof, without the express written consent of the District’s Director of Natural Resources, in order to enable the fledging of native grassland birds.

- h. The District reserves the right to implement a component of its Deer Management Program at the preserve covered under this license during the term of this agreement. The Licensee will be notified in writing no less than sixty (60) days prior to the District initiating either an archery-hunting program or a deer population reduction event.
15. That if default is made in the payment of the licensee fee or in any of the covenants and agreements herein contained, it shall be lawful for the District at its election without notice to the Licensee to declare this Agreement to be terminated as of the date of such default and to re-enter the licensed premises or any part thereof, either with or without process of law, and to remove and put out, using such force as may be necessary, the Licensee or any person or persons and property using or occupying the same. The Licensee hereby expressly waives all right of any notice or demand under any statute of the State of Illinois or any federal law relating to forcible entry and detainer.
16. The Licensee agrees at the expiration or termination of this Agreement to yield possession of the farm property to the District without further demand or notice, in as good order and condition as when they were entered upon by the Licensee, loss by fire, flood or tornado, and ordinary wear excepted. If the Licensee fails to yield possession, the Licensee shall pay to the District a penalty of double the licensee fee for each day he or she remains in possession thereafter, in addition to any damages caused by the Licensee to the District's land or improvements, and said payments shall not entitle the Licensee to any interest of any kind or character in or on the farm property. The Licensee takes possession and use of the farm property as is, and assumes all risk of accidents personally as well as for family, employees, agents, or persons coming on the farm property.
17. The Licensee covenants and agrees to pay and discharge all reasonable costs, attorney's fees, and expenses that are incurred by the District in enforcing this Agreement and all covenants thereto. All parties agree that the covenants and agreements herein contained shall be binding upon and apply and insure to their heirs, executors, administrators, and assigns.
18. If it is determined by any governmental entity, other than the District, that any property tax is owed due to any interest associated with this Agreement, then the Licensee shall pay such tax. The obligation to pay such tax shall survive the termination of this Agreement.

19. The Licensee acknowledges that they are farming property that is owned by the District and the Citizens of Kane County. Further, the Licensee agrees to allow Citizens of Kane County to enter upon the property, as long as they do not damage the farm crops of the Licensee.

20. The Licensee understands that by farming this property owned by the District they are participating in the eventual restoration plans for the property.

FARM TENANT NAME

Licensee Signature

Date

Telephone Number (preferred)
 Text and call Call only

Alternate Telephone Number
 Text and call Call only

Email Address

FOREST PRESERVE DISTRICT OF KANE COUNTY

Benjamin H. Haberthur
Director of Natural Resources
630-208-8661
HaberthurBen@kaneforest.com

Date



NOTICE: Farm Tenant must return this agreement signed to the Forest Preserve District no later than November 30 to secure participation. Properties that do not have signed agreements submitted by the deadline will be offered to other farm tenants on December 1.