

Attachment II

- Assignment, subcontracting or transfer of all or part of the interests of Lessee in the work covered by this lease is prohibited except for planting and/or termination of cover crops and bailing of wheat stubble, legume or grass hay.
- Lessee shall be responsible for controlling all weeds and pests as determined and approved by the District Wildlife Biologist (DWB) or Site Superintendent per the cropping plan (Attachment B). Lessee shall receive prior approval from the Agency before using any insecticides, herbicides or fungicides and further agrees to follow all label instructions and comply with all Federal, State and Local laws which regulate the use and application of such products.
- Lessee shall abide by all Federal, State, county, local laws as well as IDNR rules, regulations and Administrative Orders.
- Lessee shall not disturb any of the natural habitat, aquatic life or wildlife on the premises or any of the Agency's areas adjacent to the premises without prior written permission from the Agency. (20 ILCS 835/6).
- The Agency shall sign for approval for crop insurance at Lessee's request.
- If the Agency causes loss or damage to Lessee's crop, the Agency will adjust the lease payment, based on documented evidence, as estimated by formula, by the Agency at fair market value. IDNR shall utilize current and historical data found on the University of Illinois', Farmdoc website at (<http://www.farmdoc.illinois.edu/Manage/>) to assist in the calculation of values.
- Lessee will not perform any fall tillage (Moldboard, disking or chisel) unless specifically requested by the Site Superintendent. Strip tillage for fall fertilizer application is allowed, however, no nitrogen may be applied in the fall (except when planting wheat). All tillage must be consistent with the USDA Conservation Plan Standards.
- Lessee may perform spring tillage after March 1, unless prior consent is given by IDNR, in writing, to begin on an earlier date.
- Lessee shall be allowed to utilize vertical tillage, for example para plow (fall or spring) if there are any compaction problems on any of the crop fields. Vertical tillage must be consistent with USDA Conservation Plan Standards and must be pre-approved and in writing by the Agricultural Farm Lease Manager.
- IDNR encourages Integrated Pest Management (IPM) and Best Management Practices (BMP) to ensure good environmental stewardship.

- Lessee shall receive a written approval from IDNR prior to any mowing and chemical applications on grass cover areas in and around all crop fields. Lessee agrees to comply with all Federal, State and Local laws which regulate the use and application of herbicides, insecticides and pesticides.
- Lessee agrees to document use of the land that is the subject of this lease as further explained below. Copies of all relevant records are to be submitted to the IDNR park/site office identified in Section 1.1 on or before December 15th during annual lease settlement. **Failure to submit these records as required is a breach of contract and could result in termination of the lease at the discretion of the Department.**
 - All chemical and fertilizer application shall be documented using the attached Log Forms (Attachment E). Log Forms shall be submitted to the IDNR park/site office upon annual lease settlement, which occurs on December 15th. Copies of receipts for chemicals and fertilizer used at the site shall be provided as an attachment to these logs.
 - All seed used at the site shall be documented on the attached Log Forms (Attachment F). Log Forms shall be submitted to the IDNR park/site office identified in Section 1.1 upon annual lease settlement, which occurs on December 15th. Copies of seed tags or receipts for seeds used at the site shall be provided as an attachment to these Logs.
- Lessee shall not use any neonicotinoid or neonicotinoid-treated seed on this property. **Use of neonicotinoid products in any form on soybean seed is grounds for immediate termination of the lease at the sole discretion of the Department.**
- Lessee shall use fluency agents (seed lubricants) designed to reduce the amount of fungicide dust released during planting
- Lessee shall not use any Dicamba on this property. **Use of Dicamba in any form is grounds for immediate termination of the lease at the sole discretion of the Department.**
- The IDNR seeks to improve and maintain soil fertility at all leased properties. The Lessee will be responsible to meet, maintain or affect improvements towards the IDNR Ag Lease – Min Soil Test Levels for Ag Fields (Attachment H).
- The Department may, at its election, contract for improvement of the soil fertility at the expense of the Lessee for a period of up to twelve months after the expiration of the term of this lease.

- IDNR will perform required soil testing in the fall of the last lease year except on hay acreage. Copies of current soil test results taken in the fall of the prior year's lease will be available upon request. Copies of all soil testing shall be sent to the Lessee and IDNR park/site office
 - Lessee is required to perform soil testing in the fall of the second lease year, solely at the Lessee's expense. The IDNR has provided soil testing maps (Attachment I). The IDNR can also provide GPS coordinates on request. Results of these tests are to be provided to the IDNR on or before December 15th of that same year, at the IDNR park/site office.
 - Lessee is encouraged to perform additional soil testing at other times during the term of the farm lease, solely at the Lessee's expense. Results of these tests are to be provided to the IDNR on or before December 15th of that same year, at the IDNR park/site office identified.
- IDNR must approve and sign off on any participation in any USDA programs.
 - This includes, but is not limited to: crop acreage certification Conservation Reserve Program, Conservation Stewardship Program, disaster relief, Production Flexibility Contract (PFC), etc.
 - Lessee will comply with the Natural Resource Conservation Service (NRCS) regarding all Soil Conservation Activity Plans. Illinois Soil Conservation Activity plans can be found by contacting your county NRCS office for guidance.
- IDNR is working to improve soil health on IDNR properties. Designated Leases, if stated in Attachment B, will be required to plant 50% of leased acres to a cover crop. These designated leases may be eligible to receive cost share from USDA NRCS Regional Conservation Partnership Program (RCPP) grant (RCPP Grant Information). Cover crop activities are also acceptable service to be used as work off items.
- Additional use of cover crops is encouraged and allowed and must receive prior approval from the Site Superintendent and District Wildlife Biologist prior to planting.
- Lessee shall notify the Site Superintendent prior to any fieldwork, planting, tillage, fertilizer application, etc.
- Tenant is liable for any loss or damage to IDNR property caused by the Tenant or its invitees, agents or guests. If possible, Tenant may elect to repair any loss

or damage with prior written approval from IDNR. If Tenant cannot repair said loss or damages or fails to repair said damages to in a timely manner, as determined by IDNR, IDNR may enter onto the Premises and cause said loss or damages to be repaired at the Tenant's sole cost.

- If any damage is cause by Tenant or its invitees, agents, or guests, the tenant will be responsible to pay for all cost associated with tissue sampling and testing. If more than one occurrence is documented the contract will be terminated.
- All hay or straw bales must be removed from the site by December 31 of the year the field was baled. No bales can be left on site between January 1st and May 1st, or the designated haying dates indicated on the attached Lease Requirements. Any bales left on site between the designated dates will become property of the state, if they have to be removed it will be at the tenant's expense.