

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

Resolution No. FP-R-16-02-2446

Resolution Authorizing Amendment # 1 to Exhibit A in the License Agreement with Barrington Natural Farms LLC, for the Brunner Family Forest Preserve

WHEREAS, the Forest Preserve District of Kane County, Illinois, and Barrington Natural Farms entered into a license agreement in February of 2015, for establishment of an organic farm operation at the Brunner Family Forest Preserve; and

WHEREAS, the parties desire to amend Exhibit A in the License Agreement; and

WHEREAS, Barrington Natural Farms has provided a concept plan for planned production areas of the farmstead that is under the current license agreement; and

WHEREAS, Barrington Natural Farms is requesting a realignment of area that encompasses the former trap and skeet field and clubhouse, to reduce any possible conflicts between the preserve users and the farm operations as they move vegetables between the garden and farm store.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, Illinois that the Amendment to Exhibit A, which is attached hereto as Exhibit A, is hereby approved. The President and Secretary of the Forest Preserve District of Kane County are hereby authorized and directed to execute said agreement on behalf of the District in accordance with the terms.

Passed and approved on this the 9th day of February, 2016.


Philip Lewis
Secretary, Forest Preserve District
Kane County, Illinois


Michael Kenyon
President, Forest Preserve District
Kane County, Illinois



LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2015, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY (“District”) and BARRINGTON NATURAL FARMS , 7 Crawling Stone Road, Barrington, IL 60010 (“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 Dundee, County of Kane and State of Illinois, known and described as approximately 150 acres of farmland located in the Brunner Family Forest Preserve, Dundee Township, solely for organic crop farming and livestock production uses as specified herein and not otherwise for any other use. The area of the farmland and buildings subject to this License Agreement are depicted on the attached Exhibit “A” (the “farm property”, also the “Premises”).

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 Licensee shall use the Premises for the primary purpose of operating an organic farm operation to include livestock, dairy operation, vegetable and fruit crops and a farmers market, but no other activity. Such use includes the operation of the farmers market and concessions for the sale of produce, eggs, nuts, food, non-alcoholic beverages, meats, dairy, canned/preserved items, honey and baked goods associated with farming production. Recreational and educational activities will be allowed and must be pre-approved by the District before advertising such as, but not limited to farm dinners, food production classes, gardening seminars and youth farming camps.

2. That the above described farm property is licensed on a fixed term basis from March 1,

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2015 to December 31, 2019, and that the annual license fee includes both a land use fee portion as referenced in subsection (a) below and a percentage fee based on the operational gross revenues as referenced in subsection (b) below.

(a) The land use fee portion of the annual license fee will be \$ 50.00 per acre for 40 acres, initially and increasing acreage and rate per acre for each subsequent year as follows:

Year 2 (2016): ___ 100.00 ___ per acre @ 105 acres

Year 3 (2017): ___ 200.00 ___ per acre @ 150 acres

Year 4 (2018): ___ 200.00 ___ per acre @ 150 acres

Year 5 (2019): ___ 200.00 ___ per acre @ 150 acres

The acreages noted above are intended to be an estimate of the planned acreage implementation as outlined in Exhibit "B" ("Brunner Farms-10 Year Lease Proforma") and may vary and will be in the sole discretion of the Licensee with the maximum allowable usable acreage of 150 acres.

(b) The percentage fee portion of the annual license fee will be 5% of operational gross revenues received from the farmers market and other uses of the Premises each calendar year for the entire term of this agreement.

(c) The license fee portion shall be paid as follows annually in two payments: 50% of the land use fee portion of the license fee is to be paid by March 31 of each year and the balance (50%) shall be paid by December 15, of each year. The percentage fee portion based on the operational gross revenues shall be paid within 30 days following the end of the calendar quarter, together with delivery of current financial statements for the calendar year end prior to March 1 of each year and a tabulation reflecting the calculation of the amounts paid quarterly with each quarterly payment.

(d) That the license fee shall be paid by 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.

(e) Within thirty (30) days of a request from the District, Licensee will make available accounting records, statements and/or work papers ("Records") to the District or its designee to substantiate Licensee's calculation of revenue and to substantiate payment of Licensee's obligations under this Agreement. District has the right to audit such Records at its expense. Licensee agrees to cooperate in such process. District shall keep all such Records confidential, to the extent permitted by the Illinois Freedom of Information Act.

3. That the Licensee will maintain a one hundred foot (100') buffer area from the newly constructed regional trail parallel to the river as noted on Exhibit "A" (The "Farm Buffer Property"). This area is to be planted and maintained as natural area by the District. District may also impose upon thirty (30) days' advance notice, reasonable additional safety measures from time to time upon any areas as the use by Licensee may be determined by the District to constitute a use requiring reasonable additional safeguards for the public and visitors or invitees.

4. That Licensee accepts the Premises in their "as-is" condition and District has no obligation to improve, restore or alter the Premises. Licensee acknowledges that District has not made any representation or warranty except as otherwise expressly provided in this Agreement, with respect to the Premises including, without limitation, any representation or warranty with respect to the suitability or fitness of the land or improvements or any portion thereof for the conduct of Licensee's business, or compliance of the Premises or any other portion of the buildings with any federal, state or local laws including but not limited to the Americans with Disabilities Act of 1990, 42 USC §§12101-12213, as amended from time to time (the "ADA").

5. Licensee covenants, throughout the Term of this Agreement at Licensee's sole cost and

expense, to promptly comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers of these entities, or any other body now or subsequently constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises. Licensee will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Premises and the improvements and equipment on the Premises. In addition to all other provisions of this Agreement, Licensee, at its cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction concerning environmental matters, including, but not limited to, any discharge into the air, waterways, sewers, soil or ground water of any substance or "pollutant." Further, Licensee shall bear and promptly pay when due any real estate tax or use tax imposed upon this License Agreement or upon the rights granted by the District to Licensee hereunder by any governing taxing body and shall hold the District harmless with regard to same.

6. That this Agreement is not assignable by either party unless agreed to in writing by both parties.

7. That the District reserves the right to enter, view and inspect the premises used by 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 Licensee of its intent to remove acreage from crop or pasture production hereunder, including a site plan identifying the area to be so removed. 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 October 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) and the number of acres for which the license fee is payable shall be immediately reduced by the acres removed from use by Licensee; otherwise, the Licensee shall be entitled to complete its farming of the acreage then in effect for the crop year during which the 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 and pay the license fee for the full amount of acres farmed in that year. 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 at the per acre rate as determined by the market value of organic crops, vegetables and fruits set by USDA and published daily on the USDA Market News website for crops planted that planting year. Organic cropland and pasture planted by Licensee shall be valued at \$500 per acre for the first five (5) years following initial planting and shall be valued at \$250 per acre for years six (6) through ten (10) following initial planting and shall have no value from the beginning of the eleventh (11th) year and beyond.

8. That 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.

9. That Licensee is responsible for the coordination and funding of the design, permitting, construction and maintenance of any improvements to the barn structure or additional parking and/or walkways. It is understood that Licensee intends to improve the barn for livestock/farm operations and improve the attached garage area for public access/sales areas. Licensee shall further be responsible for abiding by all permitting and public access standards including, but not limited to the Americans with Disabilities Act as noted in paragraph 4 above.

10. That nothing contained in this Agreement is intended to create a partnership or joint venture between the parties with respect to Licensee's operations on the Premises. The relationship between the parties is, and shall remain, as Licensor ("District") or Licensee. Licensee's operation shall not impose upon Licensor ("District") any liability, debt or debts specifically enumerated in this Agreement.

11. That the Licensee is responsible for any and all utility bills on the farm property covered by the license and shall deliver written proof of payment of same on a quarterly basis during the calendar year. To the extent buildings, barns, wells, fences, or other improvements are included in the licensed area of the farm property hereunder, Licensee shall be obligated to keep them in neat and clean condition in accordance with good governance and agricultural standards in the Kane County area and to undertake all repairs or replacement of improvements and buildings as the need shall arise during the term hereof. Licensee shall be responsible for all well and septic maintenance and repair. Licensee shall further be responsible for all gravel or asphalt maintenance and snow plowing in that portion of the farm property to be used by those visitors driving motor vehicles to Licensee's facility as is necessary to keep all traffic lanes passible to those visitors at all times and to provide sufficient parking available to those visitors in addition to the drive and parking area provided by the District and detailed in paragraph 12 below. In no event shall livestock be slaughtered on the farm property licensed hereunder; all slaughtering operations shall be held at other locations of Licensee not contained within any property of the District.

12. That the District shall be responsible for all asphalt maintenance and snow plowing in that portion of the preserve property to be used by those visitors driving motor vehicles for the preserve use including but not limited to the main asphalt preserve drive and asphalt parking area to the east of the barn.

13. That the Licensee shall have access to the preserve main drive for ingress/egress to the property and shall be responsible for the repair of any damage to preserve main drive from his use should damage

occur. All repairs, maintenance and replacements required to be performed by the Licensee shall be completed in a good and workmanlike manner in compliance with all applicable laws, ordinances, codes and regulations, using new materials of a quality not less than that of the materials originally used, and shall be performed as promptly as reasonably possible and in a manner and at times so as to minimize any disruption to the public.

14. That the Licensee shall not place any farm equipment, trucks or other vehicles on the asphalt trail or creek crossing noted in red on Exhibit "A" The Farm Property. Licensee may access creek crossing to walk livestock between pastures and small equipment may be taken over crossing such as a gator or atv. Licensee shall be responsible for the repair of any damage to preserve trail and crossing from his use should damage occur with the same repair requirements as stated in paragraph 13 above.

15. That the District will not allow any credit or set-offs to 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. Licensee shall present District with plans and costs for general infrastructure improvements to the farm property such as but not limited to well drilling, water piping, septic systems, plumbing, electrical service, renewable energy generation, drain tile work that will enhance the long term value of the licensed property. If termination occurs by District in the first ten (10) years of this license agreement without a default or breach hereof by Licensee, then based on the projected useful life of the improvements, Licensee shall be entitled to reimbursement from the District at license termination for that portion of the useful life of the improvements not realized during the term of this agreement. Useful life will not be considered beyond the ten (10) years from installation of any improvements, regardless of applicable accounting or tax rules related to such improvements. If termination occurs by District due to a breach of this agreement or uncured default by the Licensee or if Licensee terminates this agreement, Licensee shall not be entitled to any reimbursement from the District.

16. That the District will not insure the licensed farm property or appurtenances against fire or any other risk and Licensee hereby waives any and all rights to claim damages from the District for any loss, damages, or 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.

17. That the Licensee shall provide the following insurance coverages:

a) **General.** Licensee shall file with Licensor, prior to the execution of this License Agreement, certified copies of policies or adequate certificates of insurance with coverage as set forth above and below, naming "The Forest Preserve District of Kane County" as an named insured thereon, as proof of adequate insurance to protect the public and District against liability.

- i. The furnishing by Licensee of any insurance policies and insurance certificates required and their acceptance or approval by District shall not release Licensee from obligation to provide sufficient coverage as set forth therein and shall not waive liability of Licensee to indemnify District against all damage as aforesaid.
- ii. District reserves the absolute right, in its sole discretion exercisable by the Executive Director or other representative designated by District, to make final determination as to whether any insurance obtained by Licensee meets the applicable insurance requirements hereunder.
- iii. The insurance policies or certificates of insurance should be sent to the Forest Preserve District of Kane County, 1996 S. Kirk Road, Suite 320, Geneva, Illinois, 60134.
- iv. During the term of the Agreement, if Licensee cannot obtain liability insurance as required by the License Agreement or cannot obtain liability insurance at a cost that not exceed 140% of the first year insurance premium, Licensee may cancel this Agreement upon 30 days written notice. Licensee shall vacate the premises and in doing so deliver up the premise in good condition, ordinary wear and tear accepted.

b) **Commercial General and Umbrella Liability Insurance.** Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence, and specifically including an express endorsement for farming operations and farming retail business, including the sale of farm produced edible products and farm non-edibles (whether grown or propagated at the Premises or elsewhere), along with an express endorsement for

liability coverage for all "special events" or other similar events held by Licensee which are open to the public at the Premises. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

- i. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, property damage (up to the value of the building) and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- ii. District shall be included as a named insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the Licensor shall be excess of the Licensee's insurance and shall not contribute with it.

c) **Licensee's Motor Vehicle Insurance.** Licensee shall maintain business auto liability and, if necessary commercial umbrella liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

1. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

d) **Worker's Compensation Insurance.** Licensee shall maintain worker's compensation and employer's liability insurance not less than statutory limits. The commercial umbrella and/or employers liability limits shall not be less than One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

- i. Licensee shall waive all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the District's use of the premises.

e) **Farm Pollution Coverage; Product Liability Coverage.** Licensee shall maintain Farm Pollution Coverage and Product Liability Coverage covering the Premises for the farming use being undertaken by Licensee along with Product Liability Coverage for any farm products sold that are produced on the Premises, both of which coverages shall have a minimum limit of Two Million Dollars (\$2,000,000.00).

f) **Notification of Cancellation.** Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the District.

1. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Licensee from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.
2. Failure to maintain the required insurance may result in termination of this license at District's option.

g) For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A-VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, District has the right to reject insurance written by an insurer it deems unacceptable.

18. That in the event the Premises, or any part thereof, shall, at any time during the term hereof, be damaged by fire or other casualty so as to be unfit for use and occupancy, in whole or in part it shall be the responsibility of the Licensee to repair any damage and secure structure or area from public access during repair. All repairs, maintenance and replacements required to be performed by the Licensee shall be completed in a good and workmanlike manner in compliance with all applicable laws, ordinances, codes and regulations, using new materials of a quality not less than that of the materials originally used, and shall be performed as promptly as reasonably possible and in a manner and at times so as to minimize any disruption to Licensee's business. In such case that any structures are damaged to the extent it is determined to be a total loss and unreparable it shall be the sole determination of the District whether to restore structure. In the event the structure is determined to not be reparable, it shall be the sole responsibility of the Licensee to remove remaining debris and restore area as determined by the District. In the event the Premises are

damaged by fire or other casualty and it is determined repairable, but such damage is not material damage, Licensee shall assign all of its right, title and interest in any insurance proceeds payable to Licensee as a result of such casualty and Licensor shall use such proceeds to restore the Premises as closely as possible to its state as existed immediately prior to such casualty within the budget defined by the amount of such insurance proceeds.

19. That the Licensee will not use or otherwise apply atrazine on the farm property and that Licensee will use minimal till farming procedures, as agreed to in writing by the District Director of Natural Resources as presented in the annual farming plan.

20. That 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.

21. Licensee shall not erect, install, operate or cause, nor permit to be erected, installed or operated in or upon the Premises, any advertising signs or similar advertising device without first having obtained the written consent thereto of District and any other governmental unit otherwise empowered to regulate signage on the Premises. Such consent shall not be unreasonably withheld by the District and decisions shall be provided within thirty (30) days of Licensee's request. Licensee may erect temporary signs and/or banners to notify patrons of upcoming events or Farmers Market hours/information as well as signs and/or banners for sponsors of said events. All temporary signs and banners will be removed in a timely manner following event, and must not violate local or county sign ordinances.

22. That Licensee may install an electric fence in areas to contain livestock and shall sign fence indicating electrical nature of fence.

23. That 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 Licensee's use or occupation of the farm property, which is occasioned in whole or in part by the acts or omissions of Licensee or District, its agents, employees or servants, 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. 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.

24. That this License terminates automatically at the end of the term, unless it is renewed in writing signed by the parties. Both parties agree that failure to execute an extension at least six (6) months before the end of the current term shall be constructive notice of intent to allow this Agreement to expire.

25. That Licensee and District will mutually consider four (4) renewal options for a term not to exceed five (5) years each or twenty (25) years in total length. Such right of extension is further subject to the condition that Licensee is not in default at the time of such extension request.

26. That 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, Licensee shall advise the District of all herbicide applications used by Licensee on the farmland which is subject to this License Agreement, using the form of disclosure attached hereto as Exhibit "D".

(b) Licensee shall provide the District with the FSA farm tract number for each farmed parcel under this License Agreement.

(c) No less than 60 days following harvest of planted crops, Licensee shall disclose to District on FSA Form FSA-476DCP or its successor, the acreage and crop yield rates of Licensee's farming operations on the farmland.

(d) Licensee shall be responsible for any and all USDA registration, permitting and inspections, including all costs associated therewith.

(e) For farmland licensed and used for hay production, the following additional conditions shall apply: (i) 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.

(f) The guidelines and limitations with respect to organic farming practices and livestock production numbers as set forth on Exhibit "C" ("Organic Farming Specifications") attached hereto shall apply during the term hereof.

27. 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 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, Licensee or any person or persons and property using or occupying the same. 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.

28. 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.

29. Any notices required hereunder, shall be in writing and delivered to:

District:

Executive Director
Forest Preserve District of Kane County
1996 S. Kirk Road, Suite 320 Geneva,
IL 60134

With copy to:

Patrick M. Kinnally
Kinnally, Flaherty, Krentz & Loran, P.C.
2114 Deerpath
Aurora, IL 60506

Licensee:

Cliff McConville
Barrington Natural Farms
7 Crawling Stone Road
Barrington, IL 60010

30. 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.

31. Licensee covenants and agrees to pay and discharge all reasonable costs, attorneys' 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.

32. 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.

33. 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 and do not enter the fenced livestock areas of the Licensee.

35. The Licensee understands that the District coordinates a deer hunting program within Brunner Family Forest Preserve during the State of Illinois bow hunting season from October through January.

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

BARRINGTON NATURAL FARMS

By: Cliff McConville
Licensee: Cliff McConville

3/18/15
Date

(847) 277-9443
Home telephone number

(847) 877-7580
Work telephone number

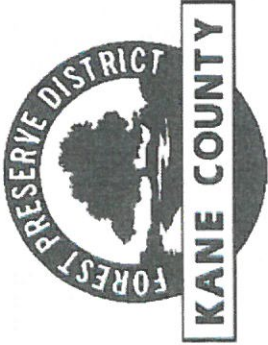
cliff@bn-farms.com
Email address

FOREST PRESERVE DISTRICT OF KANE COUNTY

By: Michael J. Kenyon
Michael J. Kenyon, Its President

2-10-15
Date

Exhibit "A" The Farm Property



Brunner Family Forest Preserve

Legend	
	Brunner to Raceway Trail
	Asphalt Trail
	Screenings Trail
	Road
	Forest Preserve Road
	Creek
	Existing Structure
	Forest Preserve
	KC Parcel
	Organic Farming Area

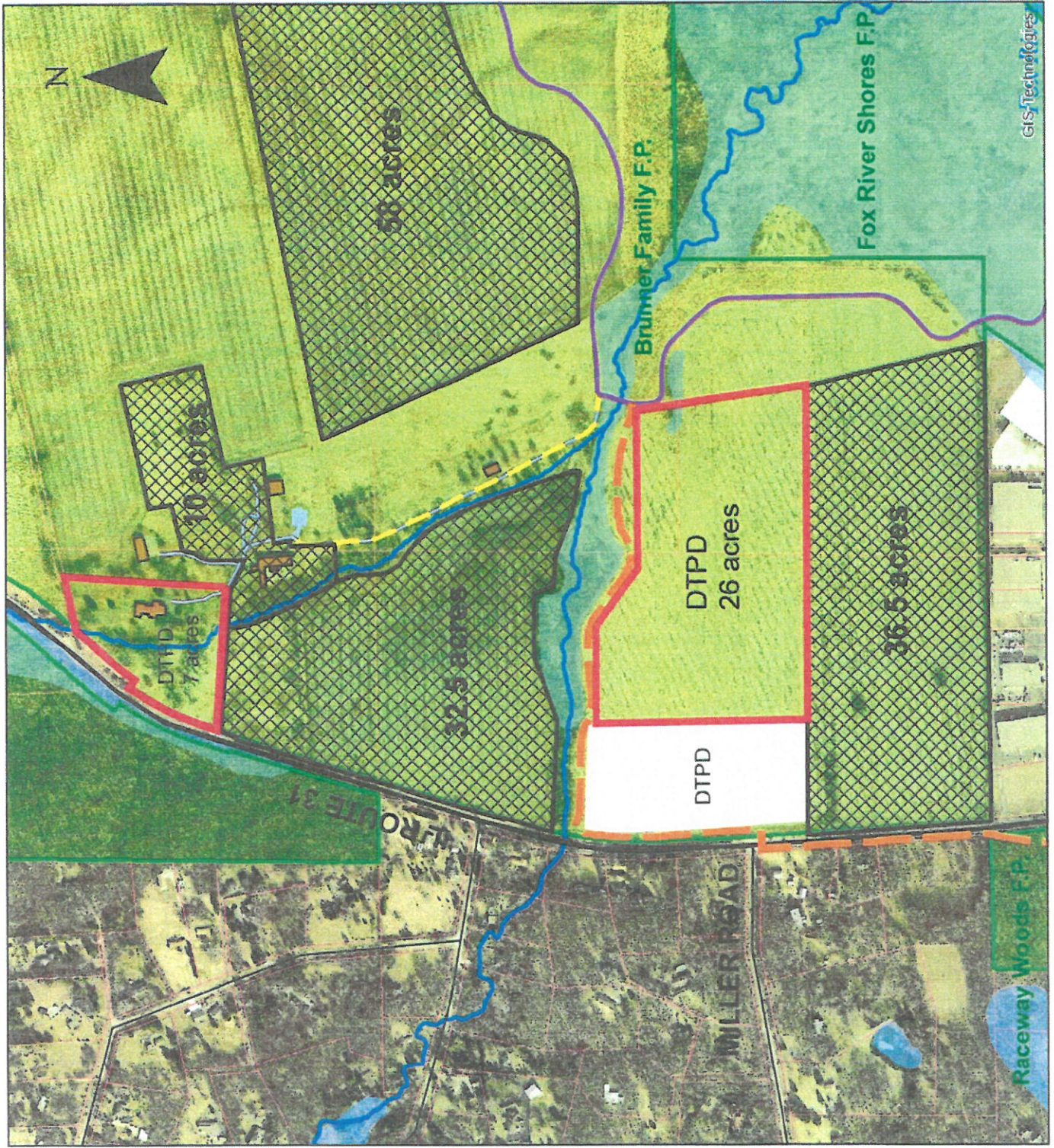


Exhibit B- Brunner Farms-10 Year Lease Proforma

Exhibit C – Organic Farming Specifications

Production Year

1. Organic Farm Area to be dedicated cropland - 6 acres maximum
2. Organic Farm Area to be dedicated to Livestock Production - 40 acres maximum during first year; Additional acreage to be subject to agreement by the parties upon annual review

3. Livestock Stocking Rates*:

Laying Hens:	400 animals
Broiler Chickens:	900 animals
Dairy Cows:	20 animals
Beef Cows:	25 animals
Hogs:	50 animals

Additional numbers of each category to be subject to agreement by the parties upon annual review.

4. Limitations and conditions regarding any farm store, farmstand, gift shop or other retail sales undertaken at the farm property:

Hours per day: opening no earlier than 8:00 a.m. and closing no later than 9:00 p.m. daily.

To the extent Licensee's operations begin prior to or extend beyond the District's hours for the Brunner Family Forest Preserve, generally, Licensee shall be responsible for opening and closure of the forest preserve main gate and any secondary gates installed with respect to the farm property; District shall provide Licensee with a key for same.

* Denotes quantity limit of each type of animal category allowed on the property at any given time

Signature

Date



1996 S Kirk Rd., Suite 320, Geneva, Illinois 60134

Michael Kenyon, President
 Monica A. Meyers, Executive Director

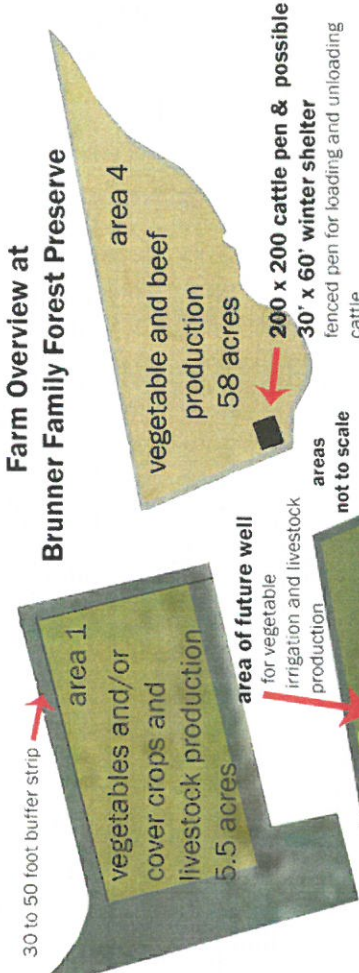
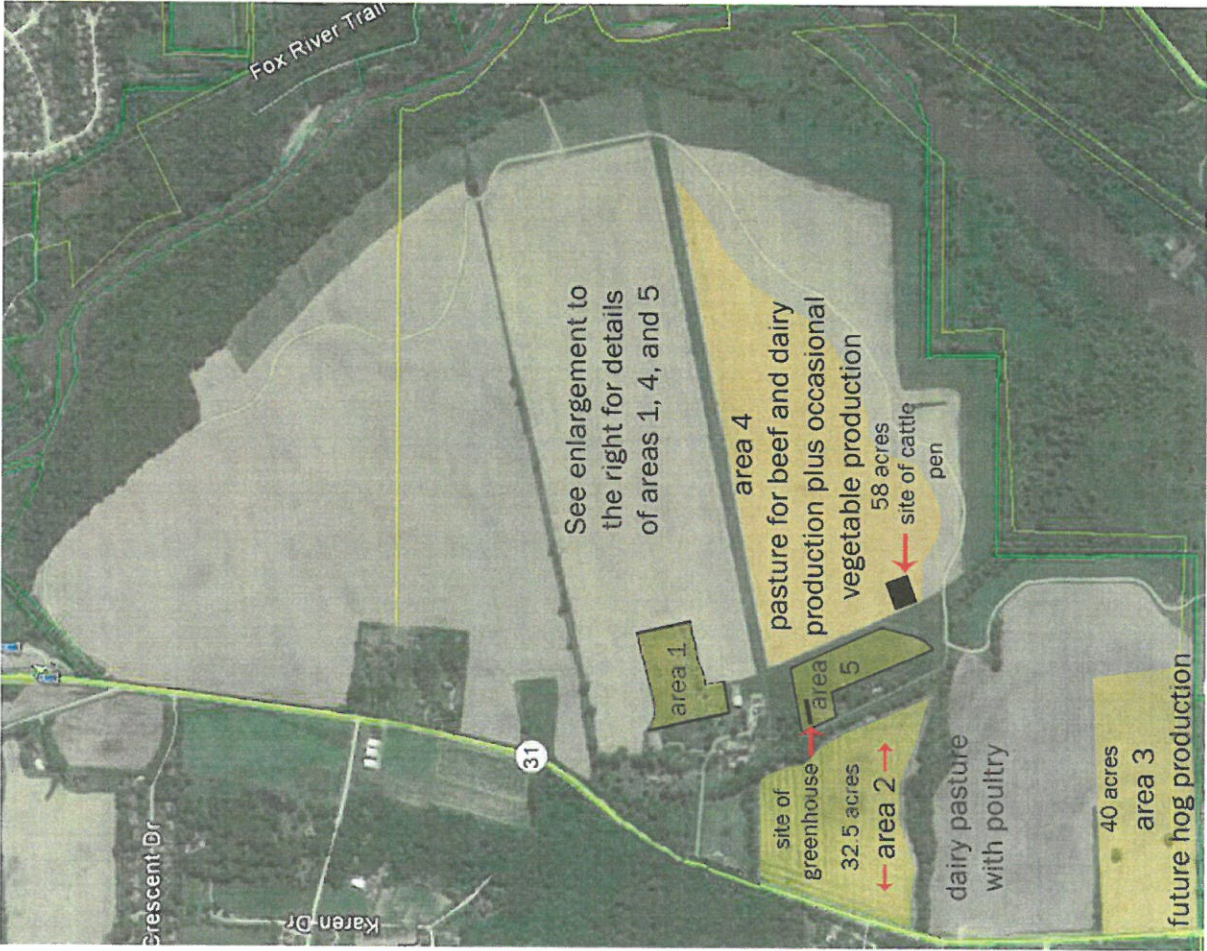
(630) 232-5980
 Fax: (630) 232-5924
www.kaneforest.com

Record of Pesticide Application

Forest Preserve Name :		Date of Application:	
Contractor/Farmer Name:		Herbicide Applied:	Conc.:
Operator/Applicator Name:		Adjuvants used :	Conc.:
IL Dept of Ag. License #:	Exp. Date:	Volume applied:	
		Target Species:	
Begin	End	Comments:	
Temp:	Temp:		
Wind:	Wind:		
avg: max:	avg: max:		
Rel. Humidity:	Rel. Humidity:		

PLEASE NOTE:

- 1) This form shall be completed for EACH pesticide application.
- 2) Completed forms must be sent to the District no later than 15 days after a pesticide application
- 3) Please send completed forms to the above address, attention: Drew Ullberg, Director of Natural Resources.



Farm Overview at Brunner Family Forest Preserve

area 1
vegetables and/or cover crops and livestock production
5.5 acres

area 2
greenhouse
32.5 acres

area 3
future hog production
40 acres

area 4
vegetable and beef production
58 acres

area 5
vegetables and/or fallow in cover crops
6.0 acres

200 x 200 cattle pen & possible 30' x 60' winter shelter
fenced pen for loading and unloading cattle

area of future well
for vegetable irrigation and livestock production

areas not to scale

Synopsis:

Attached are the planned infrastructure improvements and land allocations to include both vegetable and livestock production. The two page report lists and illustrates areas of need and future needs; and also gives an overview of how the vegetable operation will segue into the already in place livestock production. Based on six years of vegetable production we've identified and highlighted several areas listed below, as well as future livestock needs.

Area 5 highlights

Organic certification: Begin the process of organic certification
Greenhouse and Herb Garden: 30' x 96' Field-Pro Gothic High Tunnel from Poly-Tex Corp. with perennial herb garden adjacent
Well: New well for animal and vegetable production
Electricity: If necessary, upgrade service
Natural Gas: a storage tank to supply greenhouse furnace
Vegetable wash area: The temporary structure will be used for washing and sun protection of vegetables
Vegetable Production: After lead shot removal area 5 will be used for vegetable production exclusively
Future: Former gun club to be used as a vegetable wash area, commercial kitchen and workshop meeting room

New 30 x 96 greenhouse
with adjacent herb garden to south and wash area to the north

Land:

Approximately 16 acres of land will be needed to properly grow vegetables in a sustainable manner. Using crop rotation and soil building techniques 1/3 to 1/2 of all land in areas 1 and 5 will remain fallow at any given time. Area 4 will be shared for both livestock and vegetable production. Cover crops will be grown on all fallow land. The vegetable production areas will supply the farm store and a 200 maximum member CSA (Community Supported Agriculture).

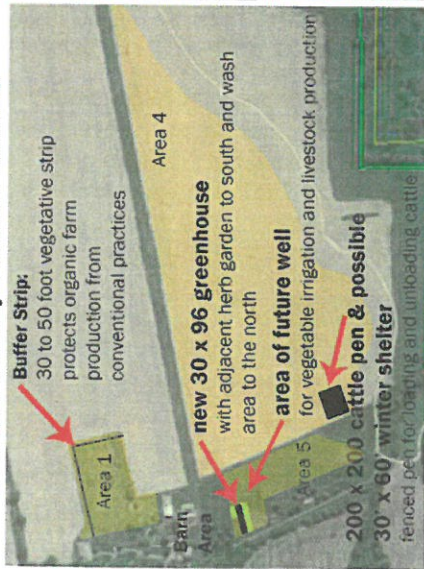
Area 1 highlights

Organic certification: Begin the process of organic certification
Vegetable and Soil building: Vegetables on crop rotations with fallow cover cropping on areas not used for livestock production.
Buffer Strip: The vegetative strip protects the organic farm production from conventional practices
Orchard: Future reestablishment of orchard

Area 4 highlights

Perennial pasture for beef and dairy production: Large livestock production
Vegetable and Soil building: Vegetables on crop rotations with fallow cover cropping on areas not used for livestock production.
Cattle Pen: A 200' x 200' cattle pen to be installed for loading and unloading livestock & possible 30' x 60' winter shelter
Fencing: high tensile electric fencing to surround area 4 for livestock containment

Farm Overview at Brunner Family Forest Preserve



Barn Area highlights

Walk in cooler: A walk in cooler is already in the process of being built in the Barn. Short term vegetable storage and CSA customer pick-up will take place there.

Packing area: Twice weekly CSA boxing will need to take place near the walk-in cooler. Our proposal is to restore/rebuild the area immediately to the northeast of the barn. Any pack line structure needed will be stored until the next pack day.

Implementation storage: Additional vegetable production equipment will be stored on site. When possible all equipment will be stored in the barn or available space in the greenhouse. Items include but not limited to a model 2355 John Deere tractor, 8 foot disc harrow, 3 bottom plow, various roto-tillers etc.



Area 5 highlights



Organic certification: Begin the process of organic certification

Greenhouse: The high tunnel will be used by both vegetable and animal shelter the laying hens. In the summer half to 2/3 of the structure will be used as a summer brooding house. The remaining 1/3 to half of the high tunnel will be used for vegetable seedlings starts in late February through early August. Storage of fertilizers, small hand implements, seed, seed trays etc. will be stored inside the high tunnel as well. If necessary a locked storage box will be purchased to avoid theft of small items. In late 2016 a maximum 200,000 BTU natural gas furnace will be installed for early vegetable starts for the 2017 growing season.

Perennial Herb Garden:

Perennial herb garden will be located adjacent to the greenhouse. Herb garden will be fenced; dimensions will be 20' x 96' with removable end walls for small tiller entrance and maintenance tools.

Well and Irrigation:

New well for animal and vegetable production. Drip irrigation will be used for vegetable production on areas 1, 4, and 5. Until area 5 is ready for production the current well adjacent to area 1 will continue to be used for livestock and vegetable production. The new well will be used for animal production supplying tanks for hogs, beef cattle, chickens, turkeys and milk cows.

Electricity:

If necessary an upgrade service. Small hand tools and electronic lower openers will be used for the greenhouse/high tunnel as well as the thermostat for the hanging space heater described above.

Propane: a storage tank will be placed close to greenhouse and will supply greenhouse furnace, placement to be complete by late summer 2016.

Vegetable wash area:

Adjacent to greenhouse a vegetable wash area will be located. During the 20 week harvest period from June through October weekly vegetables will be harvested and will need to be washed. The temporary structure will be used to allow sun protection and proper drying of washed vegetables before being placed in the walk-in cooler. A 10' x 20' shaded structure would suffice. Future use of the gun club as a wash area for vegetable production is planned.

Lead Removal:

All areas land adjacent to former gun club will be cleaned of all lead contaminants. Kane County Forest Preserve District will schedule and remove.

Vegetable Production:

A rotation of vegetable and cover crops will begin after lead removal. Organic certification will then proceed.

Area 1 highlights

Vegetable and Soil building: Vegetables on crop rotations with fallow cover cropping.

Future Orchard: reestablishment of fruit orchard.

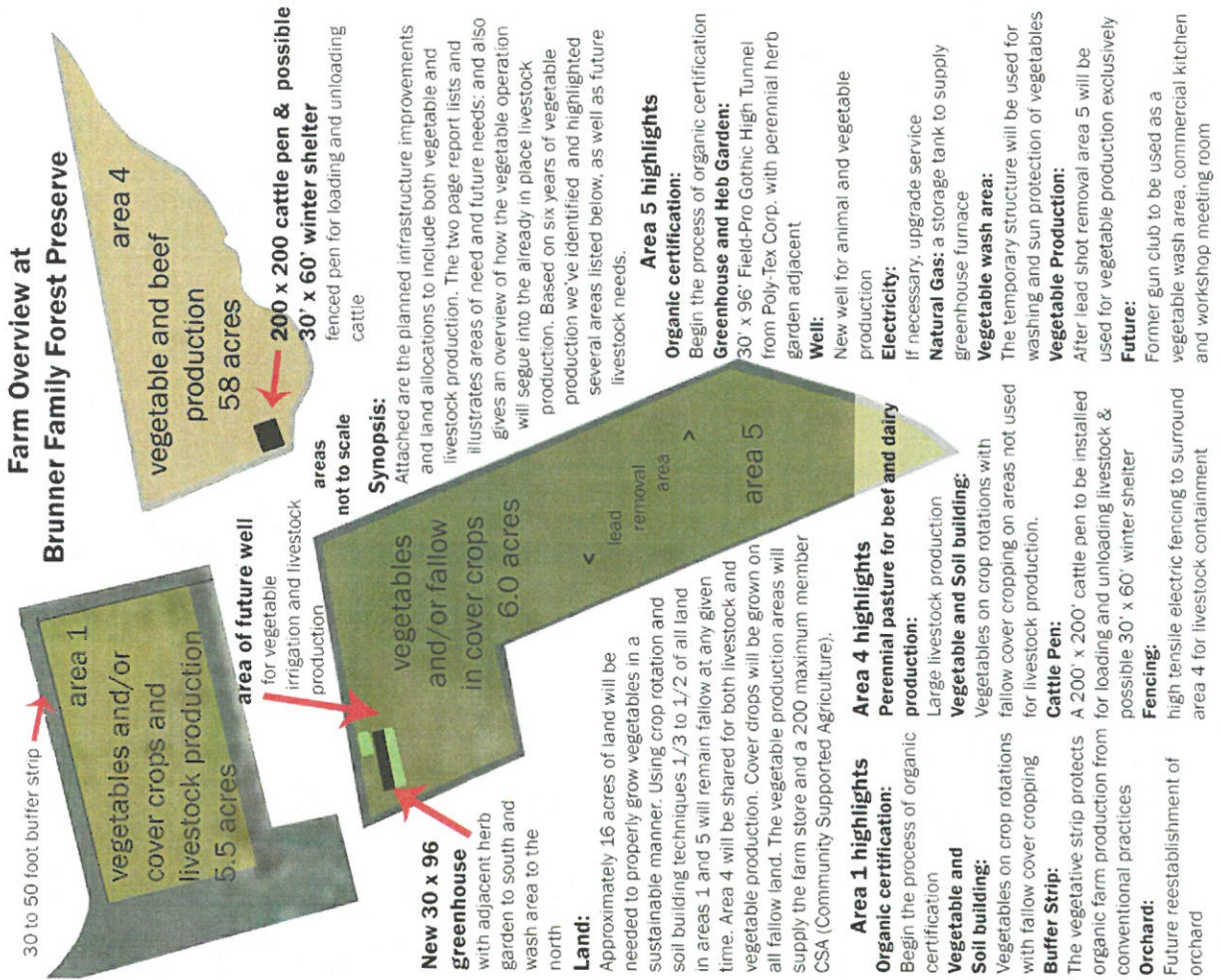
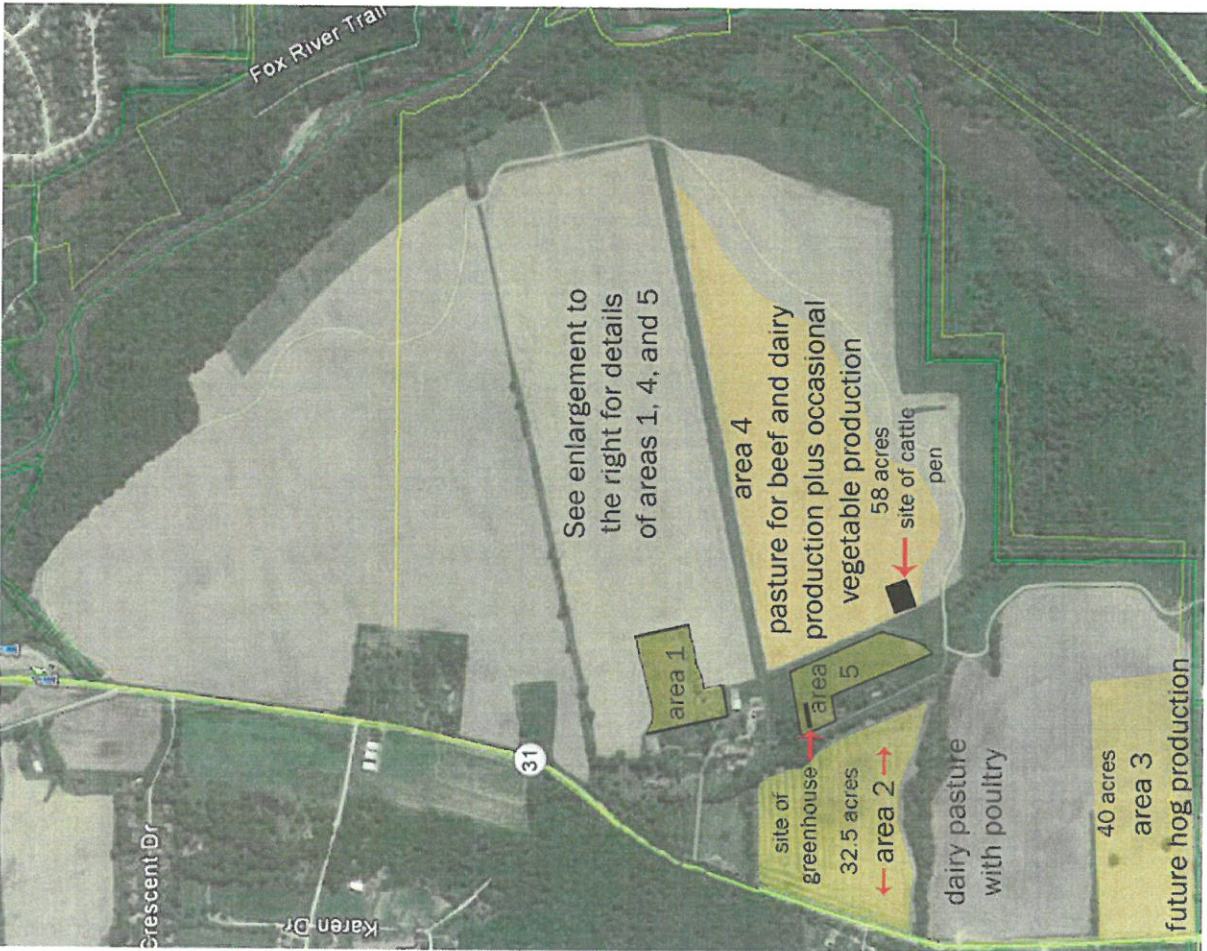
Small livestock production: Continuation of hog production.

Area 4 highlights

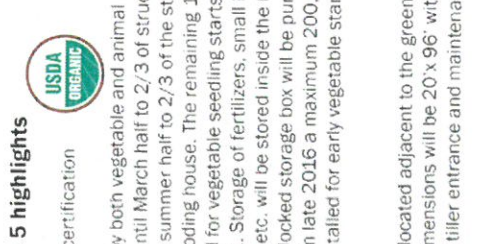
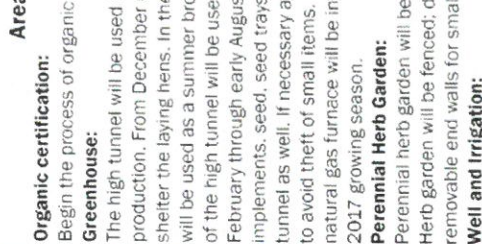
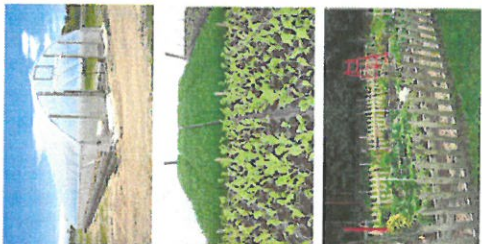
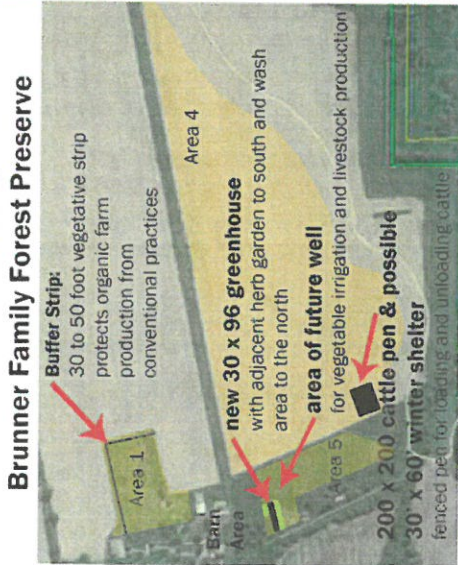
Perennial pasture for beef and dairy production: A 200' x 200' wood fenced cattle pen with gate and loading chute, along with a potential 3-sided shed for winter livestock shelter, approximately 30x60 in the southwest corner of the 58 acre field in addition to a frost-proof hydrant from new well to supply water to animals.

Vegetable and Soil building: Vegetables on crop rotations with fallow cover cropping. Maximum acreage not to exceed 10 acres of the 58 acre field.

Permanent Fencing: high tensile electric fencing for large livestock to be installed.



Farm Overview at Brunner Family Forest Preserve



Area 5 highlights

Organic certification:

Begin the process of organic certification

Greenhouse:

The high tunnel will be used by both vegetable and animal production. From December until March half to 2/3 of structure will shelter the laying hens. In the summer half to 2/3 of the structure will be used as a summer brooding house. The remaining 1/3 to half of the high tunnel will be used for vegetable seedling starts in late February through early August. Storage of fertilizers, small hand implements, seed, seed trays etc. will be stored inside the high tunnel as well. If necessary a locked storage box will be purchased to avoid theft of small items. In late 2016 a maximum 200,000 BTU natural gas furnace will be installed for early vegetable starts for the 2017 growing season.

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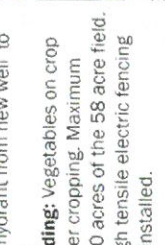


Exhibit A -
Revision 1
BNF License
Agreement



**Brunner Family
Forest Preserve**



Legend

- Brunner to Raceway Trail
- Asphalt Trail
- Screenings Trail
- Road
- Forest Preserve Road
- Creek
- Existing Structure
- Forest Preserve
- KC Parcel
- Organic Farming Area

