

*This instrument prepared by,
and after recording return to:*

Agricultural Ecologist

*McHenry County
Conservation District
18410 US Highway 14
Woodstock, IL 60098
(815) 338-6223
MCCDistrict.org*

ABOVE SPACE FOR RECORDER'S USE ONLY

**McHenry County Conservation District
Conservation Grazing Lease Agreement**

CONSERVATION GRAZING LEASE AGREEMENT, made and entered into this _____ day of _____, _____, between the MCHENRY COUNTY CONSERVATION DISTRICT, a conservation district organized and existing under the laws of the state of Illinois and having its principal administrative offices at 18410 U.S. Highway 14, Woodstock, Illinois 60098 (hereinafter referred to as "LESSOR"), and [REDACTED] (hereinafter referred to as "LESSEE"), (collectively with LESSOR referred to as PARTIES) an Illinois limited liability company with its principal place of business at [REDACTED].

WITNESSETH, That LESSOR, is willing to grant to the LESSEE a grazing lease upon the terms and conditions set forth herein over the following described real estate, to-wit:

PINs

Location

Township

Site Name

FLP_ID

in the County of McHenry and State of Illinois containing about 188 +/- acres as depicted and described in **Exhibit A** attached hereto and made a part hereof (hereinafter referred to as the "PREMISES").

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by the PARTIES, it is expressly understood and agreed that the LESSOR hereby grants to the LESSEE a Conservation Grazing Lease for a term commencing on _____ and terminating on December 31, 2036 for the purpose of maintaining and operating a bison herd and all associated equipment and services (GRAZING ACTIVITIES) hereto, as follows:

1. The recitals and preambles to this Conservation Grazing Lease Agreement are hereby incorporated herein as fully set forth in this Paragraph.
2. LESSEE shall pay annual rent based on the payment schedule outlined below, which includes \$ [REDACTED] per year for the metal clad barn, Structure #6, for the extent of this Conservation Grazing Lease, as identified in RFP #0221.08.01. Annual rent for the year 2021 shall be a total of \$ [REDACTED] and shall be due and payable upon execution of this Conservation Grazing Lease Agreement. Annual rent for each subsequent lease year shall be for the period starting January 1st and ending on December 31st and shall be due by January 1st of each year of the lease beginning on January 1, 2022.

Annual Rent Schedule:

2021 - [REDACTED]
2022 - [REDACTED]
2023 - [REDACTED]
2024-2036 - [REDACTED]

3. **Improvements:** A reduced rental rate has been established based on upfront costs to be incurred by LESSEE associated with constructing fencing, corrals, waterers, and electricity (hereinafter referred to as "IMPROVEMENTS"). The LESSEE will be making an investment estimated at \$ [REDACTED] to complete said IMPROVEMENTS in the first two years of this Conservation Grazing Lease Agreement for [REDACTED] +/- acres of pasture. LESSEE shall submit to LESSOR, for advance written approval, plans and specifications detailing any and all IMPROVEMENTS with approval by LESSOR not to be unreasonably withheld or delayed. LESSEE shall also provide contemporaneous documentation of all actual costs incurred by LESSEE associated with the construction and/or installation of IMPROVEMENTS so approved.
4. **Lessee's Farming Operation and Assumption of Risk:** Except as may be otherwise expressly agreed herein, LESSEE shall be solely responsible for furnishing all fencing, machinery, equipment, labor, fuel and any other items necessary for GRAZING ACTIVITIES. LESSEE will pay for costs and expenses incurred by LESSEE for GRAZING ACTIVITIES and LESSEE shall not permit any lien to stand against the PREMISES. LESSEE takes possession of the PREMISES subject to the hazards of operation of a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations or in performing repairs on any improvements related to it.
5. **Access:** Except for when LESSOR is responding to a life threatening emergency, access by the LESSOR, their contractors, subcontractors, agents, guest, employees, third parties and all others, to any fenced area where bison are present or may become present is prohibited without the escort of the LESSEE. Except for when LESSOR is responding to a life threatening emergency, access by the LESSOR, their contractors, subcontractors, agents, guest, employees, third parties, and all others, to any fenced area must be approved by LESSEE no less than two business days in advance of access, and such consent will not be unreasonably withheld.
6. **Utilities:** LESSOR is responsible for providing and maintaining water and electricity to the PREMISES and/or the FRONTAGE ZONE depicted in **Exhibit A** as they are

currently available at the time of the signing of this Conservation Grazing Lease Agreement and LESSOR shall not disrupt said water and electricity service for any reason without obtaining LESSEE's written approval to do so. LESSEE shall be responsible for any upgrades or enhancements of said water and electricity service, and costs associated with same, as may be desired by LESSEE. Any said upgrades or enhancements shall be considered IMPROVEMENTS if duly approved as described in Paragraph 3 herein. Accordingly, LESSOR hereby grants to LESSEE, its agents and its contractors, a non-exclusive license to access the land and facilities within said FRONTAGE ZONE as needed and/or desired for the purpose of harnessing and or adapting water, electric or other utilities that may be available for utilization in LESSEE's GRAZING ACTIVITIES. In the event the desired access requires entrance into any structure that is not part of the PREMISES within the FRONTAGE ZONE, LESSEE shall request and obtain approval from LESSOR on each occasion, with said approval not to be unreasonably withheld or delayed by LESSOR. Said license hereby granted shall run concurrently with this Conservation Grazing Lease Agreement. LESSEE will be responsible for livestock waterers and those additions to water and electric lines that are made by LESSEE during the life of this Conservation Grazing Lease Agreement. LESSEE will pay for utilities used for the GRAZING ACTIVITIES under this Conservation Grazing Lease Agreement. Notwithstanding the foregoing, it is mutually understood and agreed that LESSEE is responsible for the installation and maintenance or upgrades of any additional water or electrical lines that LESSEE installs after the date of this Conservation Grazing Lease Agreement.

7. **Advertising/Signs/Banners:** Design and location of any advertising, signs, banners or the like that may be desired by LESSEE on the PREMISES to promote or inform the public of LESSEE's GRAZING ACTIVITIES shall be subject to review and prior written approval by the LESSOR. LESSEE shall own all signs installed by LESSEE and, upon expiration or termination of this Conservation Grazing Lease Agreement, shall remove all LESSEE signs from the PREMISES. LESSEE shall comply with all State, County, and local sign ordinances and regulations.
8. **Real Estate Tax Assessment:** LESSOR and LESSEE will mutually cooperate with the McHenry County Collector to insure that the bill or bills reflecting any taxes levied against the leasehold estate created hereby are mailed directly to LESSOR. LESSOR will pay said tax bills for the subject taxes.
9. **No Partnership Created:** This Conservation Grazing Lease Agreement shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.
10. **Government Programs:** LESSOR makes no representations or warranties regarding the PREMISES or the LESSEE'S eligibility to participate in any programs that may exist: federal, state or local. It is the LESSEE'S responsibility to perform due diligence and make decisions for their GRAZING ACTIVITIES that includes determining any desired eligibility in concert with the agencies responsible for administering such programs. In the event LESSOR'S consent is a requirement for participation in a program such consent will not be unreasonably withheld. The LESSEE will inform the LESSOR of any intention to enter into any such programs.

11. **Crop Acreage Certification**: Lessee shall coordinate with the Farm Service Agency (“FSA”) on any required crop acreage certification.
12. **Use Restrictions**:
 - a. LESSEE shall utilize the PREMISES only for the GRAZING ACTIVITIES as defined herein which shall include the active and on-going presence of a herd of bison.
 - b. LESSEE will not plow any of the PREMISES.
 - c. LESSEE agrees to abide by any designated access instructions that may be described or depicted in **Exhibit A** and adhere to those restrictions therein pertaining to the number of animals per acre and the minimum grass height as well as the Best Management Practices and Contact Requirements.
 - d. LESSEE understands that LESSOR’S principal purpose for this Conservation Grazing Lease Agreement is to accomplish vegetation and wildlife management in the pasture areas.
 - e. The LESSEE shall apply no chemicals or municipal sludge to the PREMISES without the express written permission of LESSOR. LESSOR must notify LESSEE 30 days prior to the application of any chemicals within or adjacent to the PREMISES.
 - f. The LESSEE shall not install any new drainage tile lines or create any new ditches or repair any existing drainage tile lines or ditches on the PREMISES without the express written consent of LESSOR.
 - g. LESSEE agrees not to erect or permit to be erected any permanent structure or building on the PREMISES. LESSEE may maintain a small camping trailer, RV, or similar structure on site, subject to compliance with applicable provisions of the McHenry County Unified Development Ordinance.
 - h. LESSEE also agrees not to permit, encourage, or invite other persons to use any part or all of the PREMISES for any purpose or activity not directly related to its use for GRAZING ACTIVITIES.
13. **Abandonment**: If LESSEE shall abandon or vacate the PREMISES, this Conservation Grazing Lease Agreement shall be considered terminated, and the LESSOR shall be entitled to immediate possession thereof, and LESSEE shall, in addition to any other liability, be liable to the LESSOR for all remaining payments due under this Conservation Grazing Lease Agreement. For the purposes of this Conservation Grazing Lease Agreement, abandonment of the PREMISES shall be deemed to have occurred if LESSEE ceases to utilize the PREMISES for LESSEE’S GRAZING ACTIVITIES for not less than twelve (12) consecutive months.
14. **Conservation Plan**: In order to ensure the long-term ecological health of the PREMISES, LESSEE shall work with the USDA - Natural Resource Conservation

Service ("NRCS"), located at 1648 S. Eastwood Drive, Woodstock, IL 60098 (Phone: 815-338-0099 ext. 3), and LESSOR to develop a Conservation Plan (or review, update and amend as needed any previously developed plan for the PREMISES) and provide a copy of same to LESSOR within sixty (60) days of the date that this Conservation Grazing Lease Agreement has been executed by all PARTIES. The Conservation Plan developed shall conform to and be consistent with the restrictions and practices described in the Grassland Management Requirements attached hereto as **Exhibit B** and incorporated herein. LESSEE shall comply fully with the Conservation Plan. When LESSOR becomes aware of the LESSEE's failure to comply with the Conservation Plan or the Requirements of **Exhibit B**, the LESSOR shall give written notice within 30 days to LESSEE specifying the failure. If steps to address the failure are not taken within 60 days of the LESSEE receiving the notice, then the LESSOR, at its option may consider said failure as a default under this Conservation Grazing Lease Agreement and proceed in accordance with Paragraph 30. The Conservation Plan shall be kept on file with LESSOR and NRCS and any modifications to the Conservation Plan during the term of this Conservation Grazing Lease Agreement shall be done in consultation with NRCS and shall require the written approval of the LESSOR.

15. **Indemnification**: The LESSEE agrees to indemnify, defend and hold harmless the LESSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person, including death, or property of others caused or allegedly caused by the LESSEE or its agents, contractors, subcontractors, and invitees and any employees while exercising any of its rights granted under this Conservation Grazing Lease Agreement, including, but not limited to any claims, demands, actions or suits brought by employees of LESSEE. Additionally, LESSEE agrees to indemnify, defend and hold harmless the LESSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against LESSOR'S property or funds brought by, on behalf of, or through LESSEE or its agents, contractors, subcontractors, and any of their employees, and invitees as a result of exercising any of the rights granted herein. Notwithstanding anything to the contrary in this paragraph, in no event shall LESSEE'S indemnification hereunder with respect to LESSOR extend to matters caused by any negligent or willful misconduct by LESSOR or its agents, contractors, subcontractors, invitees or employees. LESSOR agrees to indemnify, defend and hold harmless the LESSEE, its officers, members, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including cost and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to persons, including death, or property of others caused or allegedly caused by the LESSOR, or its , agents, contractors, subcontractors, and invitees while exercising any of its rights granted under this Conservation Grazing Lease Agreement, including, but not limited to any claims, demands, actions or suits brought by employees of LESSOR. Notwithstanding anything to the contrary in this paragraph, in no event shall LESSOR'S indemnification hereunder with respect to LESSEE extend to matters caused by any negligent or willful misconduct by LESSEE or its agents, contractors, subcontractors, invitees or employees.

16. **Insurance**: Prior to accessing the PREMISES, the LESEE and any contractor of the LESSEE shall provide Lessor with a valid Certificate of Liability Insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, evidencing commercial general liability insurance in an amount not less than ONE MILLION AND NO/100THS (\$1,000,000.00) each occurrence and naming LESSOR as an additional insured there under with said liability insurance with the following wording; "Primary and Non-Contributory Additional Insured: McHenry County Conservation District". Said insurance shall provide, by endorsement, for not less than thirty (30) days' prior written notice to Lessor in the event of cancellation. 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 Best's rating is less than A VII or Best's rating is not obtained, the Lessor has the right to reject insurance written by an insurer it deems unacceptable. The failure of the LESSOR to demand such certificate(s), endorsements(s) or other evidence of full compliance with these insurance requirements or failure of the LESSOR to identify a deficiency from the evidence that is provided shall not be construed as a waiver of LESSEE and any contractor's obligation to maintain such insurance. The LESSOR shall have the right of prohibiting LESSEE or any employee, agent or contractor from entering the PREMISES until such certificate(s) and endorsement(s) in complete compliance with these requirements have been received.
17. **Fire and Casualty**: LESSEE shall assume and be solely responsible for insuring against loss or damage: Structure #6, any IMPROVEMENTS that may be constructed or installed, other structures that may become part of the PREMISES or any and all personal property that may be stored or located thereon during the term of this Conservation Grazing Lease Agreement. LESSOR shall have no duty to rebuild, repair or replace any of said structures, IMPROVEMENTS or personal property and LESSEE understands and acknowledges that all such structures, IMPROVEMENTS and/or personal property are at all times during the term of this Conservation Grazing Lease Agreement under the sole care, custody and control of LESSEE.
18. **Surrender of Possession**: Upon the expiration of this Conservation Grazing Lease Agreement, LESSEE shall yield possession of the PREMISES and all infrastructure to LESSOR without any further demand or notice of any kind whatsoever in as good a condition as tendered by LESSOR upon the commencement of the Conservation Grazing Lease Agreement.
19. **Cancellation Provision**: The LESSOR reserves the right to cancel this Conservation Grazing Lease Agreement, provided notice of intent to cancel for the following calendar year, is sent to LESSEE by January 5th of any lease year. The LESSOR reserves the right to cancel for any reason deemed to be in the best programmatic interests of the LESSOR including but not limited to wetland mitigation purposes and grant requirements. In the event this Conservation Grazing Lease Agreement is terminated by the LESSOR prior to the expiration of the Conservation Grazing Lease Agreement, LESSOR will reimburse LESSEE within 60 days of the surrender of possession for the actual cost of approved IMPROVEMENTS, pursuant to Paragraph 3 herein, based on the following schedule: 100% reimbursement if terminated in years 2021-2025, 50% reimbursement if terminated in years 2026-2030, and 25% reimbursement if terminated in years 2031-2036. The LESSEE has the right to cancel this Conservation Grazing Lease Agreement provided

notice of intent to cancel for the following year is given by September 1st of any lease year. In the event this Conservation Grazing Lease Agreement is terminated by the LESSEE prior to the expiration of the Conservation Grazing Lease Agreement or LESSEE defaults on rental payments, subject to paragraph 30, LESSEE shall surrender possession of infrastructure and cost of IMPROVEMENTS to LESSOR.

20. **Compliance with Laws and Regulations:** LESSEE agrees to abide by all federal, state, and county laws as well as all of Lessor's rules and regulations, as adopted from time-to-time.
21. **Permission to Receive Geospatial Data:** The Lessee agrees that Lessor may receive all geospatial data related to the acreage being leased protected under Section 1619 of the Farm Bill.
22. **Covenant Against Assignment or Sublease:** LESSEE shall not assign or sublease all or any interest in this Conservation Grazing Lease Agreement without the prior written consent, in each instance, of LESSOR, which consent may be withheld or denied by Lessor at its sole and absolute discretion.
23. **District Programs:** Subject to Paragraph 5, the LESSOR reserves the right to use property for McHenry County Conservation District programs at any time as it is deemed to be in the programmatic interests of the District. Any damage occasioned by said uses shall be documented and agreed upon by LESSOR and LESSEE and the LESSEE shall thereupon be compensated or otherwise made whole by LESSOR for said losses. Additionally, LESSEE agrees to participate in a minimum of four (4) public programs per year hosted by LESSOR according to a mutually agreed schedule. In addition, LESSEE hereby consents to any off-PREMISES, public viewing opportunities of LESSEE'S GRAZING ACTIVITIES from adjacent properties that LESSOR may arrange and manage at LESSOR's sole expense that do not interfere with LESSEE's GRAZING ACTIVITIES.
24. **Hunting:** No hunting is allowed by either LESSEE or LESSOR without agreed written consent of both PARTIES.
25. **Inspection:** LESSOR's employees may, subject to Paragraph 5, enter upon the PREMISES for the purpose of inspecting the PREMISES or on other proper business of LESSOR. Any crop loss or damage occasioned by said inspection or inspections shall be subject to Paragraph 23.
26. **Rights of Third Parties:** Subject to Paragraph 5, LESSOR reserves the right to grant access and use to third parties for research or other purposes unrelated to agricultural production however any damage occasioned under this paragraph will be subject to Paragraph 23.
27. **Costs of Litigation:** If and in the event LESSOR or LESSEE shall default under any terms or conditions set forth in this Conservation Grazing Lease Agreement, or the services of an attorney are required to secure the performance, and the other party hereto becomes forced thereby to pursue recovery of its costs or any other remedy in a court having competent jurisdiction in the PREMISES, the prevailing party shall be entitled to

recover its costs and reasonable attorneys' fees in addition to any other relief to which it may be entitled.

28. **Notices:** In cases of emergency LESSEE may be contacted at [REDACTED], and LESSOR may be contacted at _____. Any and all written notices, demands, and requests required or permitted hereunder shall be deemed to have been sufficiently given if mailed by certified mail, return receipt requested, or delivered by courier as follows:

If to LESSOR: **McHENRY COUNTY CONSERVATION DISTRICT**
18410 U.S. Highway 14
Woodstock, Illinois 60098
Attn: Executive Director

If to LESSEE: [REDACTED]

Any notice given by certified mail shall be deemed received on the third day following its posting and any notice delivered by courier shall be deemed received as of its actual receipt.

29. **Proof of Documents:** Prior to December 31st of each year of this Conservation Grazing Lease Agreement, the LESSEE shall provide the following documents and/or documentation, if applicable, satisfactory to the LESSOR as determined in the sole discretion of the LESSOR: **a)** State of Illinois Pesticide Applicators License for the LESSEE and each subcontractor who will apply pesticide on the property; **b)** up-to-date contact information of the LESSEE and a list of all persons that will work on the PREMISES in conjunction with LESSEE'S farm operation using the format provided in the attached **Exhibit C**; **c)** any updates to LESSOR-approved Conservation Plan (CP); **d)** proof of insurance per the specifications described in Paragraph 16 herein; **e)** comprehensive data of all pesticides used in the 12 months preceding December 1st of each year – including the trade name of each chemical, time(s) applied and rate per acre using the definition for "pesticide" and format provided in the attached **Exhibit D**; **f)** an Emergency Response Plan as included in the attached **Exhibit E**, and updated as needed from time to time, outlining agreed upon measures LESSEE shall establish and maintain to prevent bison from escaping from the PREMISES and the steps LESSEE shall take in response to any incidents of bison escaping from the PREMISES. Additional documents may be required pursuant to the Conservation Plan referenced in Paragraph 14 hereof.
30. **Default:** If and in the event any payment due or to become due hereunder shall not be paid within 15 days past due, including, without limitation, the payment of rent stipulated herein, a late payment charge equal to five (5%) percent of the sum otherwise due shall be added to the payment due from LESSEE and, in addition, any delinquent rent shall accrue interest from the due date at the rate of twelve (12%) percent per annum until paid. Nonpayment of rent shall be a default. Notice of any default by either PARTY must be sent as specified in Paragraph 28. Reasonable steps must be taken, including but not limited to those in Paragraph 33 of this Conservation Grazing Lease Agreement, within 30 days after receiving a notice of default for the PARTIES to meet and discuss a

resolution to potential defaults. A failure to cure a default within 60 days of meeting to resolve the matter shall be a basis for immediate termination of this Conservation Grazing Lease Agreement.

31. **Covenant Against Hypothecation:** LESSEE shall not pledge, hypothecate, assign, transfer, sublease, or alienate in any manner whatsoever any interest in and to this Conservation Grazing Lease Agreement as collateral for indebtedness without, in each and every case, the prior written consent of LESSOR, which consent LESSOR may withhold or deny at its sole and absolute discretion.
32. **Successors and Assigns:** This Conservation Grazing Lease Agreement and the covenants contained herein shall extend to and be binding upon the successors and assigns of the PARTIES hereto. LESSEE shall not assign or sublease all or any interest in this Conservation Grazing Lease Agreement without the prior written consent, in each instance, of LESSOR, which consent may be withheld or denied by LESSOR at its sole and absolute discretion.
33. **Dispute Resolution:** Any dispute or claim between the PARTIES regarding this Conservation Grazing Lease Agreement must be served upon the other PARTY in writing in accordance with Paragraph 28. The PARTIES will attempt in good faith to resolve any dispute or claims arising out of or in relation to this Conservation Grazing Lease Agreement through direct negotiations between the Director of LESSOR and a member of the LESSEE with authority to settle the relevant dispute.
34. **Complete Agreement:** This document is the final embodiment of the Conservation Grazing Lease Agreement by and between the LESSOR and LESSEE. No oral changes or modifications are permitted or allowed. Any changes or modifications to this Conservation Grazing Lease Agreement must be made in writing and agreed to with necessary and proper signatures from LESSOR and LESSEE.
35. **Severability:** If any provision of this Conservation Grazing Lease Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the fundamental terms and conditions of this Conservation Grazing Lease Agreement remain legal and enforceable, the remainder of this Conservation Grazing Lease Agreement shall remain operative and binding on the PARTIES.
36. **Governing Law:** This Conservation Grazing Lease Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance without regard to its conflicts of law provisions.
37. **Counterparts; Facsimile or .PDF Signatures:** This Conservation Grazing Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Facsimile or .pdf signatures of any signatory hereto shall be sufficient and shall be as fully binding and enforceable as an original for all intents and purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Conservation Grazing Lease Agreement to be executed at Woodstock Illinois, on the day and year first above written.

LESSOR
MCHENRY COUNTY
CONSERVATION DISTRICT

LESSEE

[REDACTED]

By: _____
Elizabeth S. Kessler
Executive Director

By: _____
[REDACTED]
Owner/Operator

Date: _____ day of _____, _____

Date: _____ day of _____, _____

EXHIBITS

- Exhibit A: Depiction of the PREMISES
- Exhibit B: Grassland Management Requirements
- Exhibit C: LESSEE Contact Information
- Exhibit D: Pesticide Application
- Exhibit E: Emergency Response Plan

DRAFT

**Conservation Grazing
Lease Agreement**

FROM

McHenry County Conservation District
LESSOR

18410 U.S. Highway 14

Woodstock, Illinois 60098

TO

[REDACTED]
[REDACTED]
[REDACTED]

Dated _

DRAFT

Exhibit A
Depiction and Description of the PREMISES

DRAFT

Exhibit B
Grassland Management Requirements

FLP_ID: [REDACTED]

Field:

Target goals of this Conservation Grazing Lease Agreement are to use bison as a resource to provide high quality grassland bird habitat over the lease period. Metrics and methods for evaluating the success of these goals and the Conservation Grazing Lease Agreement will be established by the LESSOR in communication with LESSEE. Subject to the terms of these Grassland Management Requirements and the conditions of the Conservation Grazing Lease Agreement, the PARTIES shall each seek to achieve said goals to the extent doing so is within their area of responsibility and their reasonable ability to do so. Both LESSOR and LESSEE will collaborate and manage their activities under this Conservation Grazing Lease Agreement adaptively as new information or conditions may warrant. Any and all changes to these requirements must be made in writing and signed by authorized representatives of LESSEE and LESSOR.

Restrictions:

Initial stocking rate is not to exceed 1 animal per 2 acres of any one fenced field, with a maximum of 70 animals throughout the entire PREMISES. PARTIES agree to assess and adjust stocking rates during the life of this Conservation Grazing Lease Agreement based on forage health with goal of providing high quality grassland bird habitat.

Minimum grass height: 5” in patches, 8” throughout

Supplemental Feeding: Do not feed under oak trees.

Farm Equipment **must be cleaned** of weed seeds prior to entering site

LESSEE: [REDACTED] agrees to:

LESSEE will take feasible and practicable steps to prevent the introduction of invasive weeds and woody plants into the pastures including cleaning all farm equipment, and responsible sourcing of hay. In the event that the actions of the LESSEE have caused the introduction of an invasive weed or woody plant with the potential to damage the natural community the LESSEE shall be responsible for the eradication of that species through mechanical or other control methods. LESSEE is responsible for building and maintaining fencing and corrals.

Fencing will be consistent with safety standards for bison defined by Colorado Parks and Wildlife. Electric wires will be interior of fence line and inaccessible by the public from outside the PREMISES.

LESSEE is responsible for maintaining and paying for water service.

LESSEE is responsible for maintaining and paying for electric service.

LESSEE shall be responsible for all maintenance and/or repairs on the metal clad barn referred to as Structure #6 (and any other structures that may become included as part of the PREMISES during the term of this Conservation Grazing Lease Agreement) and compliance with the insurance provision in Paragraph 17 herein. Any necessary repairs for maintenance of structures will be discussed and resolved by LESSEE and LESSOR.

LESSEE shall be responsible for repair of any damage to the Access and Service Driveway referenced herein that is the direct result of use by LESSEE.

LESSOR: McHenry County Conservation District agrees to:

Maintain that portion of the Access and Service Driveway within the Frontage Zone depicted in **Exhibit A**, including periodic snow removal, according to LESSOR's regular maintenance standards and schedules for such facilities. (LESSEE may maintain the Access and Service Driveway above and beyond the level of maintenance provided by LESSOR or outside of said Frontage Zone as LESSEE may so desire.)

Remove old fencing around buildings and pastures.

Collaborate with LESSEE on any land management practices that will be conducted within fenced areas of the PREMISES and have the potential to affect the bison or the vegetation in the area.

Coordinate with LESSEE on all public programs and research.

Mark property boundaries and post signage warning of dangers of electric fence.