

To: Kendall County Forest Preserve District Board of Commissioners

From: David Guritz, Director

RE: December 2017 Director's Report

Date: January 10, 2018

Meetings, Events, and Programs

December 14	Herbicide Operator's Training
December 20	TT Technologies, Inc. Work Day – Hoover Monitoring Line Project
January 5	ICECF Final Report Submission – Fox River Bluffs Acquisition
January 8	ICECF Community Restoration Challenge Grant Submission
January 11	ICC Docket Hearing – OmniTRAX Schedule Extension Request
January 12	Upland Design and Charles Schrader & Assoc. Planning Meeting

Priority Project Updates

Hoover Bunkhouse Alarm Monitoring Cable Replacement

District staff worked alongside TT Technology, Inc. technicians to complete the installation of conduit between the Blazing Star and Kingfisher Bunkhouses. Work included concrete coring by District staff to install the 1.5" conduit lines in the bunkhouse foundations. The monitoring line cable will be pulled-through now that the conduit line is in place. A proposal will be requested from Wire Wizard later this month to complete the re-connection of the new wiring to the existing monitoring equipment located in The Rookery.

2017 Farm Lease Yield Payments

The District is in process of receiving final yield payments, including the grain dryer rental payment (\$0.01/bushel) totaling \$19,836.39

2017 Farm Lease Agreement (Mathre) \$16,791.78

2017 Farm Lease Agreement (Roberts) \$ 3,044.61

These payments will be credited to FY17 resulting in a positive surplus of approximately \$12,000 over expenses within the operations fund for the year.

Pickerill-Pigott Forest Preserve

Phase I radon mitigation is complete, with Kim Olson, Superintendent scheduled to complete follow-up testing.

Riemenschneider Electric has completed an inspection and has submitted a proposal for consideration to address issues identified by the Discovery inspection and to address some needed electrical code upgrades.

Interviews will be scheduled for the next two weeks with the two internal candidates to fill the Pickerill-Pigott Resident – Grounds Maintenance position opening.

An initial meeting is scheduled for this Friday with Upland Design to start the preserve master planning process.

FY 17 WIPFLI CPAs Audit

The District has submitted all requested documents as part of the FY17 audit. The final audit report will be presented to the Committee of the Whole at the March 2018 meeting.

Little Rock Creek Forest Preserve – LWCF-OSLAD Grant Management

The District is waiting to receive notification of the certification of the appraisal and fair market value from the Illinois Department of Natural Resources, with notification anticipated towards the end of January or beginning of February.

The District is able to exclude the Fox River Drive and Burr Oak Road rights-of-way from the conservation covenants that will extend over the Little Rock Creek and Maramech Forest Preserve lands.

Forest Foundation of Kendall County Updates

The Forest Foundation of Kendall County approved the submission of the final preliminary proposal to the Illinois Clean Energy Community Foundation's Community Stewardship Challenge Grant Program to support a \$28,000 restoration initiative for Hoover Forest Preserve. The final pre-application is attached to this report.

Henneberry Forest Preserve Tree Mitigation and Restoration Project

Per Committee of the Whole direction, the cost for the additional mulch and fencing material will be covered within the current contract amounts, with the supplemental 2018 planting effort reduced by a commensurate sum. The 2018 supplemental planting inventory and order will be developed by the end of January for SemperFi Land, Inc.

Cold Weather Impacts

With direction received from President Gilmour, emergency repair work was completed at both the Ellis House Main Barn and Harris Forest Preserve Shop. K&K Well and Drilling capped off a leaking pipe in the main barn, and the boiler at the Harris Shop was replaced for a cost of \$4,800, which will be coded to the capital fund.

2018 Work Plan

District senior staff members have worked to develop a work plan for the coming year. This will be considered a working document for the District and communication tool to prioritize work efforts beyond day-to-day operations for the District.

2018 RTP Grant

The District will be working with Upland Design and Charles Schrader and Associates to complete a 2018 RTP grant for Fox River Bluffs Forest Preserve. An initial meeting is scheduled to discuss the timeframe for development of the proposal due in early March.

Restoration project funding, and parking lot improvements scheduled will provide the needed 20% match for the trails project.

Respectfully submitted,

David Guritz, Director



Forest Foundation of
KENDALL COUNTY

January 8, 2018

Brekke Bounds
Program Analyst, Natural Areas
Illinois Clean Energy Community Foundation
Community Stewardship Challenge Grant Program
2 N. LaSalle, Suite 1140
Chicago, IL 60602

Dear Ms. Bounds:

The Forest Foundation of Kendall County is pleased to submit this pre-application to the Illinois Clean Energy Community Foundation's Community Stewardship Challenge Grant Program for your consideration.

The Forest Foundation of Kendall County is excited about this opportunity to expand community support for restoration efforts within Kendall County Forest Preserves.

Over the next two months, the Board of Directors of the Forest Foundation of Kendall County will continue to formulate the fundraising and outreach strategies for this project. That said, all are confident that we will be able to raise the required \$7,000 match of new funding to complete the full scope of work outlined within the preliminary proposal.

Thank you again for your review and consideration of this important project.

Sincerely,

Tim Kellogg
President
Forest Foundation of Kendall County

Cc: Forest Foundation of Kendall County Board of Directors
Judy Gilmour, President – Kendall County Forest Preserve District
David Guritz, Executive Director - Kendall County Forest Preserve District

Forest Foundation of Kendall County

Illinois Clean Energy Community Foundation – 2018 Community Stewardship Program

Hoover Forest Preserve Oak Woodland Bluffs and Core Prairie Community Stewardship Engagement Project

The Forest Foundation of Kendall County is an Illinois not-for-profit 501(c)3 charitable organization established in 2007 to support the Kendall County Forest Preserve District's mission to preserve and manage natural areas and open spaces, provide environmental education and offer recreational opportunities.

In 2007, Kendall County Forest Preserve District acquired Hoover Forest Preserve, a 350-acre preserve located in Yorkville, Illinois along the Fox River, with a planned future connection to the Fox River Bluffs Forest Preserve, a 166-acre forest preserve acquired in 2015 located just west of Hoover Forest Preserve. Both preserves were acquired with support from the Illinois Clean Energy Community Foundation. The Hoover Community Stewardship Engagement Project will connect into the Fox River Bluffs Forest Preserve's 100-acre cropland conversion and public access project scheduled for completion in fall 2019 immediately following the conclusion of this proposed project.

Hoover Forest Preserve was acquired from the Chicago Area Boy Scouts of America in 2007, with a long history and continued operation as a regional campground and educational facility. Hoover Forest Preserve hosts thousands of visitors each year. Facilities include Meadowhawk Lodge - a multi-purpose event and meeting facility, 3-bunkhouse units that each sleep 32-guests with access to three outdoor pavilions, 3 large-group campsites, and additional family campsites.

Hoover Forest Preserve also hosts the District's award-winning Natural Beginnings Early Learning Program based out of The Rookery nature preschool center.

Hoover Forest Preserve also hosts the Kendall County Outdoor Education Center, an environmental education and outdoor recreation facility leased to the Grundy-Kendall Regional Office of Education.

The goal of the "Hoover Forest Preserve Oak Woodland Bluffs and Core Prairie Community Stewardship Engagement Project" is to engage local communities and constituents within a large-scale restoration initiative to support removal of invasive-exotic species along the preserve's bluffs, and enhance the preserve's core prairie areas.

All ICECF and Forest Foundation matching funds will support contracted work crews to assist with invasive-brush clearing activities, and the purchase of native-perennial, tree, and shrub stock to enhance the core prairie and oak woodland bluff restoration areas. A portion of the funds may also be used, if permitted, to fund the bus transportation costs for participating school groups.

Kendall County Forest Preserve District will provide all supplies needed for volunteer work days, and extend use of facilities to the Forest Foundation of Kendall County to accommodate participating Scout groups, school field trips, and other sponsored groups engaged within restoration project initiatives. The District's in-kind support will also include extended use of facilities for community engagement and fundraising events, marketing and promotional support for community outreach efforts, and staffing support for programs, events, and restoration work days.

This will include support of Eagle Scout candidates who will be sought to take on a more significant role in planning restoration workdays and raising funds to support the Forest Foundation's goal of raising \$7,000.00 within the 18-month project timeframe.

Kendall County Forest Preserve District's Environmental Education Department will develop curricula and complementary teacher training for participating school groups, and assist with the promotion of the restoration project to potential sponsors, and the local communities of Kendall County.

An IDNR-ENTICE Workshop focusing on local pollinators is scheduled for spring 2018 that will connect into field trip programs at Hoover Forest Preserve to support the core prairie restoration planting efforts.

The District's Grounds and Natural Resources Department will also extend logistical support to the Forest Foundation of Kendall County's restoration project contractors and work day initiatives, and secure the native-stock to be planted based on the preserve's floristic quality survey.

The District and Forest Foundation of Kendall County have a growing history and capacity for supporting community-based restoration project initiatives. In 2016, the Forest Foundation integrated the restoration of a pollinator-friendly rain garden at the Hoover Forest Preserve Nature Play Space into its popular Fall Festival event, with over 500 people attending the event.

The District continues to host school groups from Oswego and Oswego East High School as part of "Project Maramech," a restoration-based field day sponsored by the Forest Foundation where students supported burning of cleared invasive brush species within the Illinois Dedicated Nature Preserve, while learning about adaptive management needs and strategies within oak-woodland communities.

Most recently, Environmental Science Club students from these local high schools supported the District's 45-acre oak-savannah and prairie-shrubland restoration project at Henneberry Forest Preserve. During the workday, students worked alongside the District's Natural Area Volunteers and Forest Foundation Trustees to help plant over 50-plants of perennials.

The Forest Foundation of Kendall County also has a growing history of contributions and support of the Kendall County Forest Preserve District's projects and programs. Over the past three years, the Forest Foundation has contributed over \$30,000 to support land acquisition, restoration project efforts, purchase of supplies for prescribed burning, floristic quality surveys, seasonal staffing, sponsorship of community special events and District operations, natural resource education programs, and capital improvements for the Hoover Forest Preserve Nature Play Space.

In 2017, the Forest Foundation of Kendall County established a Community Outreach Committee charged with building the Forest Foundation's community connections to support the District's mission of conservation of natural areas and environmental education. This project and proposal represents an ideal initiative to help build the Forest Foundation of Kendall County's capacity, community support, and community participation within conservation projects on District lands.

Thank you for your consideration of this important project and proposal.

Project Timeframe: June 1, 2018 – December 31, 2019

Work Plan – Phase I

Fall-Winter 2018 Eagle Scout Challenge ICECF: \$9,000.00 FFKC: \$3,000.00

Forest Foundation of Kendall County, with support from the Kendall County Forest Preserve District, will host Eagle Scout and other sponsored work groups to clear and burn brush piles cleared and treated by contractors over the winter months. During this time, the core prairie will be burned by District staff, and seeded/planted with support of Natural Area Volunteers, participating school groups, and participating Scout groups.

Fall-Spring 2018-2019 Core Prairie Restoration ICECF: \$3,000.00 FFKC: \$1,000.00

Forest Foundation of Kendall County, with support from the Kendall County Forest Preserve District, will work to seed/plant native perennials and shrubs within the core prairie restoration area with support from Natural Area Volunteers, participating school groups, and participating Scout groups.

Work Plan – Phase II

Fall-Winter 2019 Eagle Scout Challenge ICECF \$6,750.00 FFKC: \$2,250.00

Forest Foundation of Kendall County, with support from the Kendall County Forest Preserve District, will host Eagle Scout work groups to clear and burn brush piles cleared and treated by contractors over the winter months. During this time, the core prairie will be burned by District staff, and seeded/planted with support of Natural Area Volunteers, participating school groups, and participating Scout groups.

Fall 2019 Core Prairie Restoration ICECF \$2,250.00 FFKC: \$750.00

Forest Foundation of Kendall County, with support from the Kendall County Forest Preserve District, will work to seed/plant native perennials and shrubs within the core prairie restoration area with support from Natural Area Volunteers, participating school groups, and participating Scout groups.

Fall 2019 Fox River Bluffs – Oak Savanna Restoration Project

Forest Foundation of Kendall County Fundraising Plan

June 2018 Community Engagement Kick-Off Fundraiser Net Revenue Goal: \$2,500.00

June 2018 Forest Foundation Native-Plant Sale Net Revenue Goal: \$ 500.00

Nov-Mar 2018 Eagle Scout Challenge Net Revenue Goal: \$1,000.00

June 2019 Community Engagement Awards Fundraiser Net Revenue Goal: \$3,000.00

Fall 2019 Community Open House and Celebration and
Fox River Bluffs Oak Savanna Restoration Project Kick-Off








Forest Foundation of
KENDALL COUNTY

Illinois Clean Energy Community Foundation Hoover Forest Preserve Oak Woodland Bluffs and Core Prairie Community Stewardship Engagement Project



LEGEND

-  Core Oak Woodland and Riparian Areas
-  Core Prairie and Shrubland Areas
-  Primary Multi-Purpose Trail—KCFPD
-  Primary Turf Trail
-  ICECF Restoration Project Focus Areas



Forest Foundation of Kendall County

Illinois Clean Energy Community Foundation - Direct Expense Budget for Plant Materials

Hoover Forest Preserve Oak Woodland Bluffs and Core Prairie Community Stewardship Engagement Project

Restoration Project Budget - Plant Material Purchases

Unit Costs	Description
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\$ 700.00	Per acre clearing cost
\$ 17.00	5-gallon shrubs unit cost
\$ 40.00	32-flat perennials unit cost
\$ 20.00	5-gallon trees unit cost
\$ 1,100.00	Native prairie-pollinator seed mix per acre

PHASE I

Fall-Winter 2018 - Eagle Scout Challenge - Invasive Brush Species Clearing

<i>Total Budget</i>	<i>ICECF</i>	\$ 9,000.00	<i>FFKC</i>	\$ 3,000.00
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\$ 9,100.00	Invasive Species Clearing - 13 acres @ \$700 per acre
\$ 1,000.00	Tree planting - 50 Trees @ \$20.00 per tree
\$ 1,500.00	Shrub planting - 88 shrubs @ \$17 per shrub
\$ 400.00	Perennial planting - 10 X 32-flats @ \$40 per flat

Fall-Spring 2018-2019 - Core Prairie Restoration

<i>Total Budget</i>	<i>ICECF</i>	\$ 3,000.00	<i>FFKC</i>	\$ 1,000.00
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\$ 4,000.00	Perennial Planting - 100 flats @ \$40 per flat
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PHASE II

Fall-Winter 2019 - Eagle Scout Challenge

<i>Total Budget</i>	<i>ICECF</i>	\$ 6,750.00	<i>FFKC</i>	\$ 2,250.00
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\$ 7,000.00	Invasive Species Clearing - 10 acres @ \$700 per acre
\$ 700.00	Tree planting - 35 Trees @ \$20.00 per tree
\$ 700.00	Shrub planting - 41 shrubs @ \$17 per shrub
\$ 600.00	Perennial planting - 15 X 32-flats @ \$40 per flat

Fall 2019 - Core Prairie Restoration

<i>Total Budget</i>	<i>ICECF</i>	\$ 2,250.00	<i>FFKC</i>	\$ 750.00
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\$ 4,000.00	Perennial Planting - 75 flats @ \$40 per flat
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Project Totals:	ICECF	FFKC
	\$ 21,000.00	\$ 7,000.00

Acres cleared	23
Trees planted	85
Shrubs planted	129
Perennials planted	6400

Kendall County Forest Preserve District In-Kind Sources

1. Facility Use (Bunkhouses @ \$160 per overnight)
2. Facility Use (Meadowhawk Lodge @ \$75 per hour)
3. Seed Mix (\$1,100 per acre)
4. Restoration tools and volunteer equipment.
5. Project support and coordination @ \$30 per hour average.

To: Kendall County Forest Preserve District Committee of the Whole

From: Nicole Norton, Equestrian Program Coordinator
Kris Mondrella, Sunrise Center North Program Director

RE: Ellis Lesson Horse Herd Assessment Report and Lesson Horse Needs

Date: January 10, 2018

Ellis Herd Assessment Report

An increase in program participation has presented Ellis House and Equestrian Center with a need to assess the current herd and consider making appropriate adjustments to the horses that we currently own (or on-loan) to the Center.

We would like to move another horse in ASAP to allow ample time for the horse to become accustomed to our barn and programs prior to the start of summer.

KCFPD District-Owned/Leased Lesson Horses

Candyman came into Ellis as a great "safe" option for beginner riders and birthday parties. In the recent past, he has developed an extremely negative attitude and was not used in our programs for about a month, with the safety of our students in mind. We had him checked out by 2 different vets and they were not able to determine anything to be wrong with him physically. Both vets suggested that we continue to work with him daily to see if he learns that his poor attitude isn't going to get him out of working. So far, he has been showing some improvement. We will continue to work with him for now but if his attitude declines or he doesn't show substantial improvement, we would like to move him out of our barn. We have contacted his previous owners for their consideration in taking him back but have not gotten a definite answer.

Missy has been having lameness issues on and off throughout 2017. We started her on Equioxx in November and it seems to be helping. As long as we can keep her sound, she is a good attribute to our lesson program. However, if lameness continues to be an issue with her, we may consider moving her out of our program as well.

Willie (On Loan) is a decent attribute to our program and is being leased by Ellis from Marji Bundi (rightful owner) and Kellen Hulbert (Ellis Riding Instructor and Leaser of Willie). It was recently brought to my attention that there was never any lease agreement signed between the KCFPD and the owner. I have been in contact with both Marji and Kellen multiple times and have not gotten a definite answer whether they are interested in donating him to Ellis or if they want to work out a lease agreement.

Our increases in program numbers have grown to the point where a fourth lesson horse is needed. Through the fall months the District averaged about 30 lessons per week and anticipate this number to continue to grow come spring and summer. During this time, each of our horses were being used in almost 10 lessons per week, in addition to birthday parties and other programming. If numbers continue to increase as anticipated, between lessons, birthday parties, and summer camps, a three horse herd isn't going to meet our needs come spring and summer 2018.

Sunrise Center North's Owned Horses

Sunrise Center North currently has 4 horses at Ellis House. These horses provide therapeutic riding to individuals with disabilities and are also being used for the Ellis lesson program.

Heidi is a small horse (or big pony) who is sturdy and safe. She is used for the majority of our riders. She is also being used very frequently for the Ellis lesson program and Ellis Birthday parties.

Rhinestone is a well trained western pleasure horse who has very smooth gaits and is easy to ride. Sunrise uses her for their independent lessons and she is used quite often used for Ellis' walk, trot canter lessons.

Nemo is a big, older horse who has a wonderful disposition. He is very safe and easy to ride. We can use him for any lesson that the rider does not need support. Ellis uses him for both beginner and intermediate lessons.

Suzy is a thoroughbred who is a work in progress. She is not used for any Sunrise lessons and is only used for Ellis lessons per my approval.

Sunrise Center North - Outlook for 2018

The sharing of the herds seems to be working out well, however there are some minor concerns. We very rarely use the Ellis horses for our program with the exception of Candyman. On the other hand, Ellis is utilizing the Sunrise horses quite often. Last year, the Ellis horses have had some health issues and it has placed a heavier program load on the Sunrise horses. The concern is that the Sunrise Center horses have carried a disproportionate program load compared to the current Ellis horses. If this trend were to continue, Heidi and Rhinestone would be overworked this coming season.

PATH (Professional Association of Therapeutic Riding) has limits on the use of a horse per day (6 hours a day with a break after 3). As both programs grow, with Heidi used heavily within both programs, I am especially concerned about surpassing the hours allowed by PATH.

I would like to propose that we keep a schedule of when and how many times each horse should be used for lessons. That way we can monitor the horses use more closely. I also would like the Sunrise horses to be used for Ellis programs only. Since the Sunrise horses work very hard for both programs, I feel that it is important to not over stress them unnecessarily. If a staff member wants to use one of the Sunrise horses for personal use it needs to be cleared by me.

Going forward, I feel it would be in the best interest of both programs if Ellis acquired another horse.

Current Lesson Horse Prospect

Cash is a 19 year old paint gelding that we are scheduled to go see on Tuesday, January 16. He has been a lesson horse his entire life and it is said that he LOVES his job and children. He is ridden both English and western and used in lessons from beginner to advanced. They are asking \$1,000 for him but said that they would consider lower offers to the right home. His current owners want him to go to a lesson program and have turned down multiple people that were interested in him because they felt as if it wasn't the correct fit for Cash. I have talked to his owner over the phone multiple times and it seems as though he should be a great fit for our program! If all goes as planned, after we go meet Cash in person, we would like to aim to get Cash to Ellis ASAP.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Director

Dave Guritz, Director
Forest Preserve District of Kendall County
110 W. Madison St.
Yorkville, IL 60560

January 4, 2018

Dear Director Guritz,

The Illinois Department of Natural Resources (IDNR) would like to request the opportunity to conduct the Chronic Wasting Disease (CWD) Program within the Forest Preserve District of Kendall County (FPDKC). Land owner cooperation and access to winter deer habitat for IDNR sharpshooters is essential to the success of the CWD program because many of the deer and much of the winter habitats where deer concentrate are inaccessible to hunters. Surveillance and sharpshooting has found CWD established in at least 5 areas of Kendall County. IDNR's CWD management program continues to meet the objective of holding CWD prevalence rates to very low levels in Illinois.

Program objectives. The IDNR's CWD management program has two objectives 1) *surveillance* – sampling via hunter harvest and IDNR sharpshooting to detect the presence of CWD within the deer population and estimate its severity and distribution; and 2) *disease management* - reduce the number of deer where CWD is known to occur (focus areas) in order to reduce the prevalence of the disease in the deer population, and to reduce the spread of CWD within groups of deer and out from deer winter habitats.

Illinois' CWD program success. States which have done little or nothing to prevent the spread of CWD (Wisconsin and Wyoming) are experiencing dramatic increases in CWD infection rates in their deer populations since the disease was first discovered. These states are now experiencing a marked reduction in the size of their deer populations in infected areas. In contrast, Illinois' CWD program has held the disease's overall prevalence rate to approximately 1 percent (adult males 1.31%; adult females 0.89%) throughout the northern Illinois counties since CWD was first found.

2018 Request. IDNR would like to request opportunity to operate its CWD surveillance program and the disease management program (sharpshooting) within the FPDKC from January 22 through March 31, 2018 from Monday through Thursday. Access is being requested for 5 forest preserve properties; Bakers Woods, Millbrook North, Millbrook South, Hoover and Pickerill-Pigott. The need to conduct CWD sampling within the Forest Preserve District of Kendall County is part of an ongoing CWD program conducted on private and public land in Kendall County. Included is a brief overview of the IDNR 2018 CWD program

in Kendall county; Our annual statewide report of the CWD program is available by visiting our website at www.dnr.illinois.gov.

The IDNR appreciates the Forest Preserve District of Kendall County for its past cooperation and for consideration of this request. If you or the board has any questions, please contact:

Joe Rogus - 815/476-2523

Bob Massey – 815/476-7622

Doug Dufford – 815/369-2414

Sincerely,

Joseph M Rogus

Joseph M. Rogus
District Wildlife Biologist
Illinois Department of Natural Resources
30550 S. Boathouse Rd.
Wilmington, IL 60481

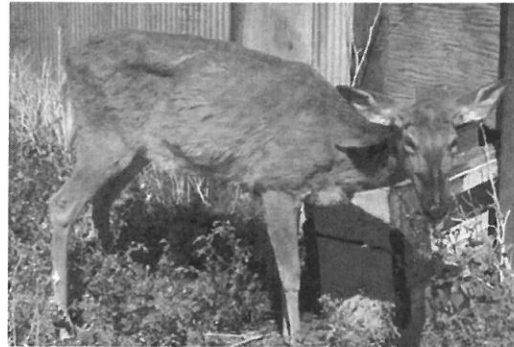
2018 Chronic Wasting Disease Program Outline

Illinois Department of Natural Resources, Division of Wildlife Resources

What is Chronic Wasting Disease? - Chronic wasting disease (CWD) is a disease of the nervous system that affects deer, elk, and moose. CWD is caused by a prion which causes degeneration of the nervous system. As the disease progresses, the animal begins to display abnormal behavior, weight loss, and loss of control of normal bodily functions (Figure 1). There is no treatment or cure. CWD is always fatal. Although deer may show no visible signs of illness for a year or more after infection, health typically declines rapidly once symptoms become noticeable, with death occurring within weeks to a few months later. CWD is contagious, with infection passed between animals and also from contaminated environments. Infected deer can contaminate the environment with prions that can remain viable for years.



Alert



Agile / Swift



CWD → near death

Figure 1. CWD is always fatal for white-tailed deer. As the CWD prion damages the central nervous system, the deer becomes severely debilitated and then dies.

CWD was first found in Illinois near Roscoe (north-central IL) in the fall of 2002. Since that time, 105,836 deer have been tested in order to accurately identify where the disease occurs and how severe it is in Illinois. As of June 30 2017, 685 deer tested positive for CWD. CWD positive deer have been found in 17 counties in Illinois (Boone, Carroll, DeKalb, DuPage, Grundy,

Jo Daviess, Kankakee, Kane, Kendall, Lake, LaSalle, Livingston, McHenry, Ogle, Stephenson, Will and Winnebago). CWD was first found in Kendall County in 2012.

Illinois' CWD Program

Rationale - The use of sharpshooting as a management tool to supplement hunter harvest allows the Illinois Department of Natural Resources (IDNR) to conduct very localized, focused deer reductions in small areas that are known to have CWD. The goal is to reduce disease transmission rates by lowering deer densities in infected areas, to reduce environmental contamination from infected deer, and to create a situation where sick deer are being removed from the population at a higher rate than deer are becoming newly-infected. Advantages to using sharpshooting include: (1) focused sharpshooting allows reductions to be limited only to areas with disease, so healthy populations in the remainder of a county are not impacted as they would be if IDNR relied solely on hunting for management; (2) carefully-controlled sharpshooting can be conducted on properties that do not normally allow hunting (or allow only very limited hunting), so that management can be achieved in areas that normally serve as refuges for deer from hunting, (3) focused sharpshooting has been shown to remove sick animals at a higher rate than hunting programs; and (4) sharpshooting can target specific high-risk deer social groups known to have CWD. Sharpshooting also provides detailed, localized surveillance information about disease distribution and prevalence rates within infected areas.

Timing / Landowner Permission - Following the close of deer hunting seasons in January, teams of IDNR staff that were trained/certified for sharpshooting begin culling deer wintering in or around known CWD locations. All IDNR sharpshooting activities are carried out between mid-January and March 31 (i.e. after all Illinois' deer hunting seasons have ended in order to give hunters the opportunity to harvest as many deer as possible prior to CWD sharpshooting). Sharpshooting is only conducted with the permission of the landowner.

Aerial Surveys - Deer are counted via helicopter survey during periods of suitable snow cover to determine distribution and minimum population size within the known CWD areas. This enables sharpshooting activities to be focused on deer in winter concentration areas that are within or near CWD-infected properties. Aerial counts are currently being conducted for the 2018 CWD sharpshooting program.

CWD Focus Areas / Locations used for sharpshooting – CWD Focus Areas were established when the disease was first discovered in Kendall County in 2012. Sharpshooting areas are generally limited to locations within a 2-section buffer zone around each known CWD-positive section (1 section = ~1 square mile). A CWD Focus Area totaling 25 square miles is created around a CWD-positive section. A Focus Area usually contains both privately and publicly owned land. All five of the CWD focus areas in Kendall County contain forest preserves. Focus areas are expanded in size or new Focus Areas are created as new cases of CWD are discovered.

Public and hunter response - The IDNR uses hunter harvest of deer supplemented by trained agency sharpshooters to reduce deer populations in CWD areas in an attempt to eliminate the disease and to keep it from spreading to other parts of the state. IDNR has lengthened hunting seasons and initiated new hunting seasons in order to give hunters the opportunity to harvest as many deer as possible prior to CWD sharpshooting. Human dimension surveys of hunters and

the general public throughout Illinois conducted by the University of Illinois found that the reaction to the CWD program was overwhelmingly positive from both hunters and the general public.

Study monitoring the program's effectiveness – Due to the IDNR's CWD program, there has been no increasing trend in Illinois' CWD prevalence rates since CWD's discovery in 2002 in contrast with increasing prevalence trends observed in many other states where CWD occurs. In 2013 scientists from the Illinois Natural History Survey, the University of Illinois, Purdue University, and the Department of Natural Resources published the results of a study that examined the effectiveness of the first of 6 field seasons of IDNR's management program for chronic wasting disease in the northern Illinois deer herd (*Journal of Preventive Veterinary Medicine*, 2013. Vol. 110: 541-548). The results suggest that frequent and consistent sharpshooting events with at least moderate culling intensity are needed to reduce CWD prevalence. The authors concluded that IDNR sharpshooting was associated with a decline in CWD prevalence in the areas where management occurred during the study period.

In areas with management, declines in CWD prevalence were more consistently observed in young deer than in adults, suggesting that management reduced the risk of new infections. In areas where no sharpshooting occurred, the odds of a female deer having CWD were about 2.5 times higher than in areas where sharpshooters removed moderate to high numbers of deer (9-59 deer per section per year). Results for male deer differed somewhat, with lower risk of CWD at different levels of sharpshooting. Additional years of data should help clarify the nature of this relationship. Deer taken by agency sharpshooters were about twice as likely to be CWD-positive.

Why does the FPDKC need to be involved?

The Forest Preserve District of Kendall County owns some of the best white-tailed deer habitat in Kendall County (woods, shrubland, wetland and grassland/prairie) and the deer respond positively to the availability of the habitat and concentrate in the forest preserves, especially in winter. To date, a total of 23 deer infected with Chronic Wasting Disease have been found in five areas of Kendall County. Kendall County will serve as a source of CWD for years to come if landowners do not support actions, including sharpshooting, which suppress CWD at this early stage of the disease. Since access to deer habitat for hunters is somewhat limited in Kendall County, and many private landowners do not allow hunting, the contribution of hunters to the control of CWD is limited so the cooperation of the Forest Preserve District is essential.

Access to forest preserves is vital to surveillance and management of CWD in Kendall County because forest preserve lands typically contain the highest quality and quantity of deer habitat per CWD focus Area. Conversely, private lands in Kendall County typically are either urbanized or intensively farmed with limited deer habitat. Because the forest preserves contain the greatest quantity and quality of habitat, these lands also tend to contain higher numbers of deer than nearby private lands. As a result, the higher deer densities encountered on FPD lands can also lead to increased transmission rates of CWD among members of the deer herd thereby leading to increased prevalence rates and rate of disease spread.

IDNR does attempt to gain access to private lands within CWD zones for further disease surveillance and management. CWD control efforts on private lands, however, are mainly supplemental to efforts within forest preserves in that they increase coverage into areas where forest preserves do not exist, allow control activities to occur in areas where pockets of suitable habitat do exist on private lands, and facilitate control actions in areas where access to forest preserves has not been granted due to ongoing recreational hunting programs. Due to the lower deer densities encountered on private lands, IDNR would need access to a larger number of private properties in order to achieve the results that can be obtained from a small number of Forest Preserve District sites. The need to operate a larger number of sites also would stress the CWD programs' limited budget and manpower while resulting in a less effective CWD management program. It would be very difficult to nearly impossible to efficiently achieve the effectiveness of CWD management on private lands that can be achieved on Forest Preserve District lands. It is therefore vital to gain access to FPD lands in order to conduct effective CWD surveillance and management in Kendall County.

The Illinois Department of Natural Resources' (IDNR) statutory responsibility is to "*maintain healthy wildlife populations for all of the people of Illinois*" and future generations. IDNR is using adaptive management, directed by ongoing research and monitoring, to control CWD in Kendall County and northern Illinois in order to prevent the spread of the disease throughout Illinois. Hunting of white-tailed deer provides a significant economic benefit to the local economies of many communities throughout Illinois including Kendall County. The economic impact of hunting, especially deer hunting, in Illinois is estimated at \$1.4 billion annually.

Illinois' CWD program success. States which have done little or nothing to prevent the spread of CWD (Wisconsin, West Virginia and Wyoming) are experiencing dramatic increases in CWD infection rates in their deer populations since the disease was first discovered. Wyoming has documented a marked reduction in the size of their deer populations in infected areas. In contrast, Illinois' CWD program has held the disease's overall prevalence rate to approximately 1 percent (adult males 1.31%; adult females 0.89%) throughout the northern Illinois counties since CWD was first found.

Program objectives in the FPDKC - The IDNR's CWD management program has two objectives in Kendall County 1) *surveillance* – sampling deer for CWD via hunter harvest and IDNR sharpshooting to detect the presence of CWD within the deer population and to estimate the severity and distribution of the disease; and 2) *disease management* - reduce the number of deer in CWD focus areas where CWD is known to occur in order to reduce the prevalence of the disease in the deer population, and to reduce the spread of CWD within groups of deer and out from deer winter habitats. Five (5) Kendall County Forest Preserves lie within four CWD focus areas that are important to the disease management program (sharpshooting).

Total number of samples taken in Kendall county in 2017 = 119

Total number of deer taken in Kendall county in 2017 with agency Sharpshooting = 64

Total number of Kendall county CWD positive deer in 2017 = 6

Table 1. Number of CWD positive deer found in Kendall County (FY12 through FY2017). All CWD positive deer were within close proximity of a forest preserve.

		Number of Positive Cases						
Kendall County	(FY)	12-13	13- 14	14-15	15-16	16-17	Total	
		1	4	6	6	6	23	
Total			1	4	6	6	23	

Riemenschneider Electric, Inc.

1212 A Badger Street
Yorkville, Illinois 60560
630-553-5576

Proposal

Date	Estimate #
1/2/2018	1136

Name / Address	Terms	Due Date	Project
Kendall County Forest Preserve 110 W. Madison Street Yorkville, Illinois 60560	Net 20	1/22/2018	
Description	Qty	Total	
Proposal to do several code upgrades at the Pickerill property. - Install 3 LED closet fixtures in upstairs bedrooms to replace open bulb fixtures. - Repair upstairs bedroom vanity fixture. - Repair double tap breakers in 2 upstairs panels. - Remove receptacle and low voltage wires from fire place on lower level. - Install or replace 26 gfci receptacles through out house. Upstairs master bath (shower) Upstairs master bath (tub) Kitchen Garden greenhouse Lower bath near garage door Lower bath near laundry Closet with slop sink Garage and shop room Basement Outside		1,947.00	
	Total	\$1,947.00	

All Material is Guaranteed to be as Specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of :

\$1,947.00

with payments to be made as follows: 70% upon completion of rough in. Balance upon completion of job. Balances unpaid 30 days after billing date will be subject to a 1.5% mo. service charge.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire tornado and other necessary insurance upon above work.

Respectfully Submitted,

Scott Riemenschneider

Note this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

FARM LEASE AGREEMENT

Baker Woods Forest Preserve – Hay Production

This Agreement is made this 16th day of January, 2018 (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Licensor”), and Kyle Connell, located at 7485 Nettle Creek Road, Morris, Illinois, 60450, (“Licensee”), including all heirs and assignees, collectively referred to as the “Parties.”

WHEREAS, the Licensor is the owner of certain lands situated in Baker Woods Forest Preserve, in the County of Kendall, Township of Fox and State of Illinois described as:

Portions of PIN#s: 09-09-400-004, 09-16-200-013, identified in the map of the subject fields, attached as Exhibit 1.

WHEREAS, Licensee desires to use the above-described real estate solely for farming purposes and Licensor desires to have the real estate farmed; and

WHEREAS, both Licensee and Licensor hereby agree that there are three fields, Field A with 14.25 acres, Field B with 2.5 acres, and Field C with 6 acres on the above referenced parcels, these acres are hereinafter collectively referred to as the “Subject Property,” identified in Exhibit 1; and that the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, for a term beginning on the Date of Execution, and ending on June 1, 2019, subject to the conditions and limitations in this Agreement; and

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the lease or use of the Subject Property.
3. **Term:** This lease is for a term of one year, ending December 31, 2018, with Storage provisions in effect through June 1, 2019.
4. **Product:** Licensee will seed and maintain Field A and Field B with straight grass hay and Field C 50/50 grass and alfalfa hay. Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property. Further, Licensee, with prior approval by the Licensor, shall have the option of purchasing hay bales from the Licensor’s portion of hay produced at a rate of \$3.50 per bale.
5. **Storage:** Licensee shall extend an option for storage of remaining portions of the Licensor’s share of hay produced at a cost of \$1.00 per small bale, plus a delivery charge of \$3.00 per mile traveled for each delivery made within the first quarter of the following calendar

year. The storage fee will be paid (or deducted from amounts owed to the Licensor) no later than November 30, 2018.

6. **Expenses and Inputs:** Licensee and Licensor shall split evenly the expenses, fertilizer, and other agreed upon inputs to the Subject Property. All of the expenses, however, must be approved by Licensor before they are incurred.

7. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions stated above. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

8. **Delivery to Ellis Equestrian Center:** Licensee will communicate with Ellis Equestrian Center staff on timeliness and delivery of hay. Licensee will be responsible for delivery of hay bales to Ellis Equestrian Center, and Ellis Equestrian Center staff will be responsible for unloading of hay bales.

9. **Taxes:** Licensor makes no claims as to the tax status of the Subject Property. As required by section 15-15 of the Illinois Property Tax Code, the Licensor will file a copy of the Agreement and a complete description of the premises with the assessment officer. 35 ILCS 200/15-15. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 200/15, at any time during the term of this License, it shall be the obligation of the Licensee to pay such taxes as are incurred during that term. At the termination of this Agreement, Licensee shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the lease term. Licensee's obligations under this paragraph extend beyond the lease year, and until all incurred taxes are paid.

10. **Erodible Soils:** The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

11. **"As is" Property:** The Licensee has inspected the Subject Property prior to signing this Agreement and accepts the condition of the Subject Property "as is."

12. **Records Requirements:** Licensee shall keep and provide to the Licensor the following records at the end of the Lease term:

- A. **Soil Samples** – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2018. The Licensee shall apply the minimum amount of fertilizer required to maintain the elemental P (phosphorus) at 80 pounds per acre and elemental K (potassium) at 50 pounds per acre.
- B. **Fertilizers and rates applied.**

- C. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Number and dates of bales harvested from the Subject Property.
- E. Number and dates of bales delivered to Ellis Equestrian Center.

13. **Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensors with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace the expired license and shall promptly provide Licensors with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only for the period during which the pesticides are applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in areas owned by the Licensors.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensors for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensors pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

14. **Hazardous Materials:** Licensee shall comply with all federal, state, and local laws, ordinances, rules, and regulations that regulate, restrict, or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

15. **Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.

16. **Right of Entry:** Licensors reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

17. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price

within Kendall County. Licensors will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property, provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensors in the event the License is terminated.

18. Insurance & Liability:

- A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days' prior written notice, given by the insurance carrier to Licensors. On the Date of Execution, Licensee shall deposit with Licensors certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$250,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 for property damage; (b) general liability insurance with a combined minimum single limit of \$125,000 for each occurrence for medical, with a \$500,000 general liability aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensors shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further a waiver of subrogation with respect to the general liability and workers' compensation shall be issued in favor of Licensors. Also, Licensors shall be designated as the certificate holder. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensors. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee agrees to defend with counsel of the Licensors' own choosing, indemnify and hold harmless the Licensors, its past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensors, its past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay arising out of the Licensee's negligence, or performance of or failure to adequately perform its obligations pursuant to this Agreement. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

19. Illinois Prevailing Wage Act: The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. To the extent that this Agreement results in Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

20. **Anti-Discrimination Compliance:** Licensee, his officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

21. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part. Any attempt to assign or so transfer shall be void and without legal effect and shall constitute grounds for immediate termination of the license.

22. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

23. **Liens:** Licensee shall, and without any charge to Licensor, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or anything done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licensor. Licensor shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensor incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensor in connection therewith or by reason thereof.

24. **Legal Compliance:** Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and obtain all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

25. **Venue:** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois.

26. **Legal Remedies:** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

27. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but

that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

28. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

29. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Licensors, send to:

Judy Gilmour, President
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

with a copy to:

Kendall County State's Attorney
Kendall County Courthouse
807 John Street
Yorkville, Illinois 60560

Licensee send to:

Kyle Connell
7485 Nettle Creek Road
Morris, Illinois 60450

30. **Entire Agreement:** This Agreement represents the entire agreement between the parties, and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

31. **Authority:** Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this agreement and to obligate the party to the terms of this agreement.

Licensors:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

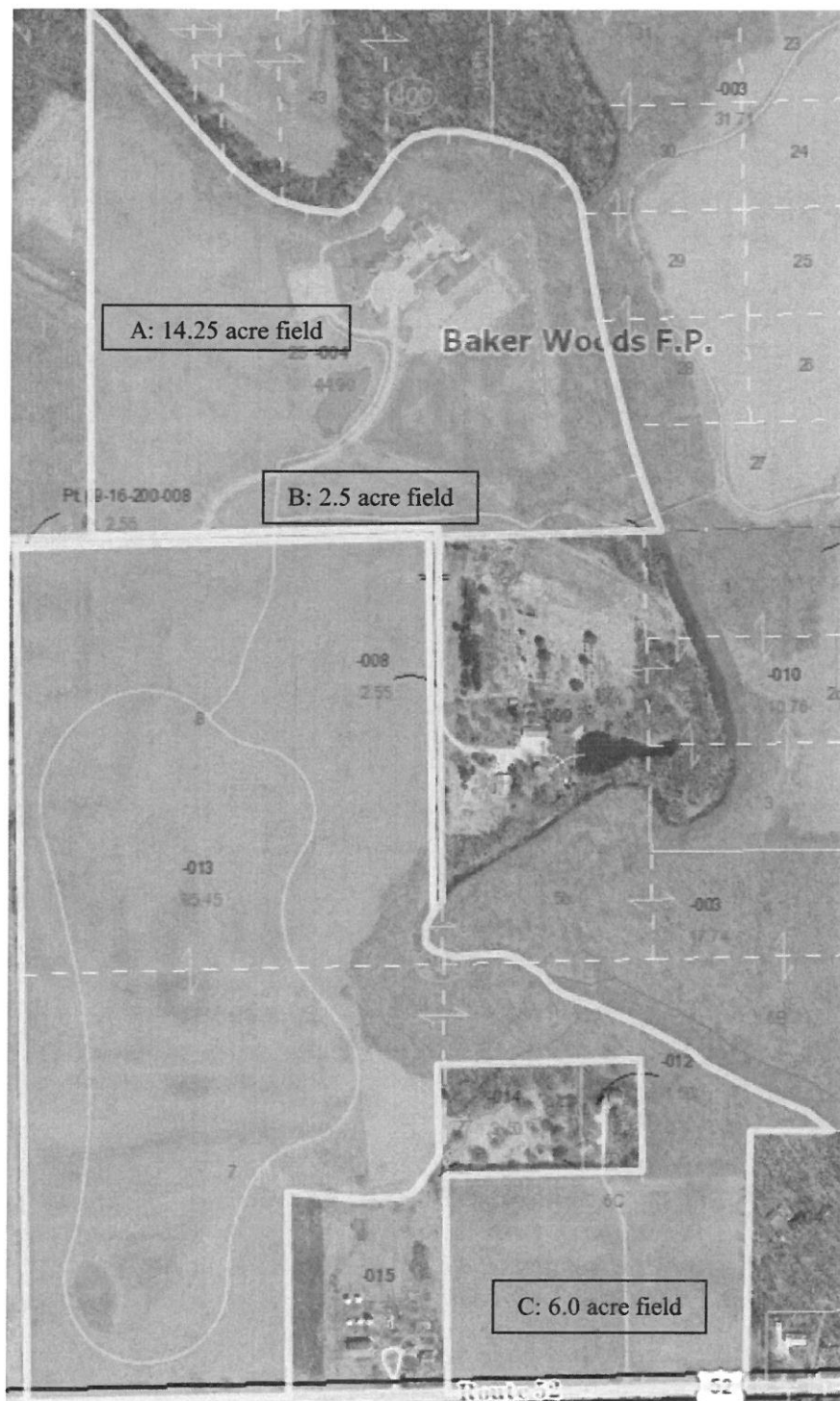
Date: _____

Licensee:

By: _____
Kyle Connell, Farm Operator

Date: _____

Subject Property - Exhibit 1 – Hay Fields and Acreage



FARM LEASE AGREEMENT #18-01-002

Baker Woods Forest Preserve – East Section

AGREEMENT made this 16TH day of January, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensors; and Dan Roberts, of 524 Wildy Road, Minooka, IL, 60447, Licensee, and Don Roberts, 560 Wildy Road, Minooka, IL, 60447, Licensee, including all heirs and assigns.

WHEREAS, the Licensors are the owners of certain lands situated in the County of Kendall, Township of Seward and State of Illinois described as:

PIN#s: 09-09-400-003 & 09-10-300-002

WHEREAS, Licensee desires to use the above-described real estate for farming purposes and Licensors desire to have the real estate farmed.

WHEREAS, both Licensee and Licensors hereby agree that there are 41.0 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensors hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on January 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensors a Base Rate of \$170 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2017, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensors a Flexible Rate equal to:
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 1 of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31, 2018. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensors.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensors makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
4. The Licensors agrees that the Licensee may, without further license on the part of the Licensors, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensors on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
5. The Licensee has inspected the Subject Property prior to signing this Agreement and accepts the condition of this "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensors the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensors. Soil test results shall be due to the Licensors by December 30. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation.

10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor. Licensee shall provide grain sheets to Licensor.

- A. _____
- B. _____
- C. _____

11. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

12. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

13. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm in a careful and prudent manner.

14. Upon termination of this Agreement, Licensor may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing,

herbiciding, tilling, seeding, and maintenance mowing. Financial arrangement shall be mutually agreed upon by Licensor and Licensee should these services be requested.

15. Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

16. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer, lime, and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

17. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 30th of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

18. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

19. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

20. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensors may, at Licensors' option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.
21. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.
22. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.
23. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.
24. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.
25. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensors:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Dan Roberts, Farm Operator

Date: _____

By: _____
Don Roberts, Farm Operator

Date: _____

Exhibit A

Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 30.

The flexible rate amount is due December 31.

FARM LEASE AGREEMENT #18-01-003

Fox River Bluffs Property

This AGREEMENT is made this 16th day of January, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, 110 West Madison Street, Yorkville, IL, 60560 and the COUNTY of KENDALL, 111 West Fox Road, Yorkville, IL, 60560, both Bodies Corporate and Politic (hereinafter "Licensors"), and, Trenton Toftoy of 407 Meadow Lane, Newark, IL 60541, (hereinafter "Licensee"), including all heirs and assigns, collectively referred to as the "Parties".

WHEREAS, Kendall County and the Kendall County Forest Preserve District are the owners of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as:

PIN#s: 01-36-400-010, 04-01-200-006; and

WHEREAS, in acquiring this property, the Kendall County Forest Preserve District assumed a farm lease agreement with the Licensors for 2015 farming activities on 99.42 acres of farmland, and extended a subsequent lease agreement approved by both the Kendall County Forest Preserve District and Kendall County for 2016 farming activities; and

WHEREAS, Kendall County is the owner of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as the Eldamain and Fox Road right-of-way conveyed to the County of Kendall by a Warranty Deed recorded March 20, 2015 as Document #201500004183 containing 18.44 acres currently under agricultural production; and

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes, and Licensors desire to have the real estate farmed; and

WHEREAS, Licensee plans to plant soybeans in 2018, which is consistent with the planning timeframe for cropland conversion of the area known as the Fox River Bluffs Forest Preserve; and

WHEREAS, both Licensee and Licensors hereby agree that there are 117.86 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property' as is identified in the attached **Exhibit A**.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. **Incorporation:** The proceeding introductory language is made a part hereof and incorporated herein.
2. **License & Term:** the Licensors hereby grant to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 6, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

3. **Payment & Pricing:** Licensee shall pay Licensors a Base Rate of \$300 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date constitutes a material breach of this License Agreement and may terminate this License.
4. **Crop Insurance:** Additionally, Licensee shall obtain Crop Insurance, which shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).
5. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by the County and District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
6. **Taxes:** Licensors make no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
7. **Erodible Soils:** The Licensors agree that the Licensee may, without further license on the part of the Licensors, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensors on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
8. **"As Is" Property:** The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
9. **Farming Method:** The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
10. **Records Requirement:** Licensee shall keep and provide to the Licensors the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensors. Soil test results shall be due to the Licensors by December 30, 2015. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.

- ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

11. **Fertilizer Replacement:** Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

12. **Limestone:** Lime shall be applied when pH level is less than 6.2. If Licensee reports the need to apply limestone to the Subject Property, the cost for the application will be presented to the District for consideration and approval prior to application, with material costs reimbursed by the District upon presentation of an invoice following application.

13. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Licensors, send to:

Judy Gilmour, President
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Scott Gryder, Chairman
County Board of Kendall County
111 Fox Street
Yorkville, Illinois 60560
ATTN: County Administrator

with a copy to:

Kendall County State's Attorney
Kendall County Courthouse
807 John Street
Yorkville, Illinois 60560

Licensee send to:

Trenton Toftoy
407 Meadow Lane,
Newark, IL 60541

14. **Buffer:** It is agreed that the tillable land on this farm should be devoted to row crops. The Licensors may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensors.

15. **Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensors with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensors with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensors.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensors for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensors pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

16. **Hazardous Materials:** Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

17. **Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

18. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensors will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property, provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensors in the event the License is terminated.

19. **Services upon Termination:** Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property, and

Licensee agrees to provide such services. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

20. **Right of Entry:** Licensors reserve the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

21. **Insurance & Liability:**

- A. Licensee shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days' prior written notice, given by the insurance carrier to Licensors. On the Date of Execution, Licensee shall deposit with Licensors certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; (b) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensors shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers' compensation, in favor of Licensors. Also, Licensors shall be designated as the certificate holders. Proof of such coverage must be on file with the Licensor on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensor. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee agrees to defend with counsel of the Licensors' own choosing, indemnify and hold harmless the Licensors, their past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensors, their past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The

provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

22. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

23. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensors and is not an employee of the Licensors.

24. **Liens:** Licensee shall, and without any charge to the District or County, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensors may, at Licensors' option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licensors. Licensors shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensors incur to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensors in connection therewith or by reason thereof.

25. **Legal Compliance:** Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

26. **Venue:** This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

27. **Remedies:** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

28. **Illinois Prevailing Wage Act:** The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. To the extent that this Agreement results in Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

29. **Anti-Discrimination Compliance:** Licensee, his officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

30. **Severability:** If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

31. **Entire Agreement:** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

32. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

33. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the lease or use of the Subject Property.

34. **Authority:** Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this agreement and to obligate the party to the terms of this agreement.

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensor: Kendall County

By: _____
Scott Gryder, Kendall County Board Chairman

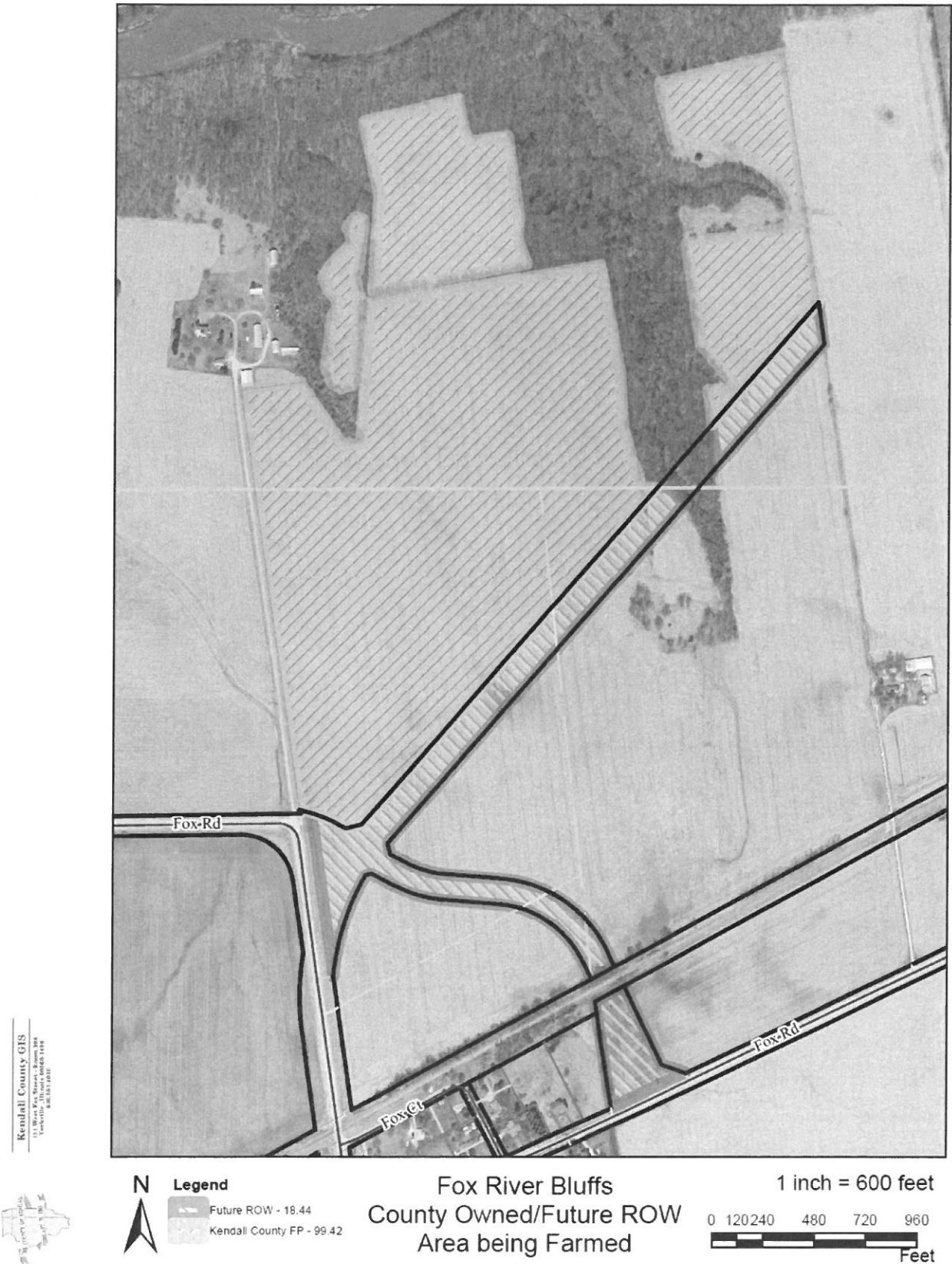
Date: _____

Licensee:

By: _____
Trenton Toftoy, Farm Operator

Date: _____

Farm Lease Agreement #18-01-003 – Exhibit A



FARM LEASE AGREEMENT #18-01-004

Henneberry Property

AGREEMENT made this 16TH day of JANUARY, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and, Albert Collins, Jr. of 9555 Ament Road, Yorkville IL 60560, Licensee, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 06-06-400-002, 06-06-498-001, 06-06-497-001, 06-06-497-002

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes with the structures utilized for the storage of crops and farm implements, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 50 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on January 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$195 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page one (1) of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31, 2018. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensor.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensors make no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
4. The Licensors agree that the Licensee may, without further license on the part of the Licensors, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensors on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensors the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensors. Soil test results shall be due to the Licensors by December 30, 2016. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.

10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.

- A. _____
- B. _____
- C. _____

11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.

13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous,

radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

15. Upon termination of this Agreement, Licenser may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

16. Licenser reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licenser may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licenser shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licenser in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licenser. Licensee shall purchase insurance with said company naming the Licenser as additional insured on the liability policy. Proof of such coverage must be on file with the Licenser on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licenser upon request of Licenser.
- C. Licensee shall hold harmless, indemnify, and defend the Licenser, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall

not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

19. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensors and is not an employee of the Licensors.

21. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensors may, at Licensors' option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

25. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

26. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensor: Kendall County Forest Preserve District

By: _____
Jeff Wehrli, President

Date: _____

Licensee:

By: _____
Albert Collins, Jr. Farm Operator

Date: _____

Exhibit A

Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 30.

The flexible rate amount is due December 31.

FARM LEASE AGREEMENT #18-01-005

Henneberry Property

AGREEMENT made this 16th day of January, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT (hereinafter "Licensor"), a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, and the Licensees, Maurice and Chris Ormiston of 2028 Post Street, Ottawa, IL 61350, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Township of Na-Au-Say and State of Illinois described as:

PIN#s: 06-06-400-003

WHEREAS, Licensee desires to use a portion of the above-described real estate for farming purposes, and Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor hereby agree that there are 3.75 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the 'Subject Property'; and the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on January 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of \$175 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date may terminate this License.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.

4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensor the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2016. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.
 - ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor.
 - A. _____
 - B. _____
 - C. _____
11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or

waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensors. Licensors shall provide map to Licensee showing buffer areas to be planted.

12. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensors with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensors with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application. Use of atrazine (weed control) and neonicotinoid pesticides (seed treatments including imidacloprid, thiamethoxam, and clothianidin formulas) are prohibited from application within the license area.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensors.

13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

14. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

15. Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

16. Licensors reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

17. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property

shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

18. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

19. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

20. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

21. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

22. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

24. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

25. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

26. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensees:

By: _____
Maurice Ormiston, Jr.

Date: _____

By: _____
Chris Ormiston

Date: _____

FARM LEASE AGREEMENT #18-01-006

AGREEMENT made this 16th day of January, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Lensor; and Mark Mathre, of 16670 Lisbon Center Road, Newark, IL, 60541, and Tom Mathre, of 10820 Helmar Road, Newark, IL, 60541, IL, Licensee, including all heirs and assigns.

WHEREAS, the Lensor is the owner of certain lands situated in the County of Kendall, Township of Fox and State of Illinois described as:

PIN#s: 04-03-300-002; 04-04-400-007; 04-04-400-011; 04-09-100-008; 04-10-100-001 (Millbrook North); and,

PIN#s: 04-16-151-007; 04-17-200-008; 04-17-300-003; 04-17-400-003; 04-20-200-001 (Millbrook South); and,

PIN#s: 04-28-300-002; 04-29-300-011; 04-29-300-013; 04-32-100-007; 04-32-100-005; 04-32-100-009 (Millington).

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes with the structures utilized for the storage of crops and farm implements, and Lensor desires to have the real estate farmed and the buildings utilized.

WHEREAS, both Licensee and Lensor hereby agree that there are 157.31 tillable acres on the Millbrook North Parcel, 118.58 tillable acres on the Millbrook South Parcel, and 127.41 tillable acres on the Millington Parcel suitable for row crops, these tillable acres hereinafter referred to as the 'Subject Property'; and the Lensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on January 16, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Lensor a Base Rate of \$200 per tillable acres on the Millbrook North Parcel, \$215 per tillable acre on the Millbrook South Parcel, and \$180 per tillable acre on the Millington Parcel for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Lensor a Flexible Rate equal to:
(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%) - Base Rent
(See Exhibit A for example.)

Average Grain Price shall be calculated by utilizing the closing price on the Chicago Board of Trade futures market on the first trading day of each month from January through October. The Basis shall be fixed at \$0.30 for corn and \$0.40 for soybeans.

The Yield shall be the amount of dry bushels harvested divided by the tillable acres as provided on page 1 of this agreement.

Crop Insurance shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).

The Flexible Rate is payable on or before December 31, 2018. Should the computed Flexible Rate be less than the Base Rate, then the Base Rate shall be the total due to Licensor.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state above. Further, the rights granted by District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.
3. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.
4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensor on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.
5. The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."
6. The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.
7. Licensee shall keep and provide to the Licensor the following records:
 - A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, elemental P (phosphorus) shall be maintained at 80 pounds per acre and elemental K (potassium) shall be maintained at 50 pounds per acre.

- ii. For soybeans, elemental P (phosphorus) shall be maintained at 50 pounds per acre and elemental K (potassium) shall be maintained at 75 pounds per acre.
 - B. Global Positioning System data of crops and yields harvested.
 - C. Fertilizers and rates applied.
 - D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
8. Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.
9. If Licensee applies limestone to the Subject Property, the cost of the limestone will be depreciated at 25% annually. If the Licensee farms the Subject Property for a period less than four (4) years, the Licensor will reimburse the Licensee for the cost of the limestone less the total annual depreciation. Lime shall be applied when less than 6.2.
10. The Licensee shall deliver and sell the crop yield to no buyers other than those listed below without the written approval of the Licensor. Licensee shall provide grain sheets to Licensor.
 - A. _____
 - B. _____
 - C. _____
11. It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensor. Licensor shall provide map to Licensee showing buffer areas to be planted.
12. Pesticide Use
 - A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
 - B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
 - C. Licensee shall provide Licensor with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensors.
13. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.
14. The Licensee agrees to pay all utility charges and services to the structures located on the property for the term of this Agreement. This includes a drying fee of \$0.01 per bushel capacity for use of the grain dryers at Millbrook South Forest Preserve, with capacity based on use estimated at 20,000 bushels, or \$200.00, invoiced for payment in November 2018 and included as part of the utility charge reimbursement invoice.
15. Licensee shall use the structures on Licensors property for storage purposes only and shall not permit anyone other than Licensee to utilize the structures without the prior written consent of the Forest Preserve Director. No dogs, cats, birds, or other animals or pets shall be kept in or about the structures. Licensee shall not permit the structures or surrounding property to be used for any unlawful purposes or in any manner that will unreasonably disturb neighbors or other tenants. Licensee shall not allow any signs or placards to be posted or placed on the structures without the prior written consent of the Forest Preserve Executive Director.
16. Licensee has inspected the structures prior to signing this Agreement and accepts this License with knowledge and concurrence of the existing condition of the structures. Licensee shall not make, permit, or allow any additions to or alterations of the structures without prior written consent of the Forest Preserve Director. Licensee shall deliver structures to District at the expiration or termination of this Agreement in as good condition as received, ordinary wear and tear expected. Repairs necessitated and routine maintenance shall be at the expense of the Licensee.
17. The Licensee agrees to take care of the Subject Property and the structures, not to alter or change the physical landscape of the Subject Property, or the structures on said property and to farm and to maintain improvements in a careful and prudent manner.
18. Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.
19. Licensors reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.
20. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County

data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

21. Insurance & Liability

- A. The Licensee shall maintain one million dollars (\$1,000,000.00) of liability insurance on the Subject Property with an insurance company acceptable to the Licensor. Licensee shall purchase insurance with said company naming the Licensor as additional insured on the liability policy. Proof of such coverage must be on file with the Licensor on or before March 30, 2016. Failure to submit such proof by this date may terminate this License. Policy must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee shall hold harmless, indemnify, and defend the Licensor, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

22. This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

23. It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

24. Licensee shall, and without any charge to District, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by District. District shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that District incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by District in connection therewith or by reason thereof.

25. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

26. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

27. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.

28. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

29. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensor - Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Mark Mathre, Farm Operator

Date: _____

By: _____
Tom Mathre, Farm Operator

Date: _____

Exhibit A

Flexible Rate Calculation Example

For the following values for a 100 acre site with a base rent of \$200 per acre:

Average grain price = Corn \$5 per bushel

Basis = \$0.30 per bushel

Yield = 200 bushels per acre x 100 acres = 20,000 bushels

Crop Insurance = 0

Base Rent = 100 acres x \$200 per acre = \$20,000

$$(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%) - \text{Base Rent}$$

$$(((\$5 - \$0.30) \times 20,000) + 0) \times 33.33\% - \$20,000 = \$11,330.20$$

The base rate amount is due May 30.

The flexible rate amount is due December 31.

PROPOSAL

KENDALL PLUMBING & HEATING CO., INC.

3 Bonnie Lane - P.O. Box 269

Yorkville, IL. 60560

Phone: 630-553-7077 * Fax: 630-553-7016**

January 8, 2018

Kendall County Forest Preserve - Harris

10460 State Rt. #71

Yorkville, IL. 60560

Kim Phone: (630) 774-0520 Email: kolson@co.kendall.il.us

dguritz@co.kendall.il.us

BOILER REPLACEMENT - SHOP:

We will disconnect & remove existing boiler - install the following:

1 - New Yorker C.I. hot water boiler

Model #CG5

Boiler piping, gas and electric

Miscellaneous materials

Labor to install in a neat and workman like manner

TOTAL: \$4,800.00

Manufacturer's warranty on equipment

1 - Year service warranty by Kendall Plumbing & Heating Co., Inc.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature _____

Note: Due to market conditions can only guarantee pricing thru _____.

Acceptance of Proposal- I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final & complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.

Date of Acceptance: 1/8/18 Signature

Daniel Guritz - Director

Signature _____