



Kane County

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

Forest Preserve District, Planning and Utilization Committee

Agenda

President Bill Lenert, Chair Cherryl Strathmann, Vice-Chair Deborah Allan, Alex Arroyo,
Mavis Bates, Dale Berman, Chris Kious, Myrna Molina, Ted Penesis

Thursday, April 24, 2025

9:30 AM

3rd Floor Board Room

I. Call To Order
Remote Attendance Approval

II. Approval of Minutes from March 27, 2025

III. Public Comment (Each Speaker is limited to three minutes)

IV. Bids and Proposals

[TMP-25-510](#) Resolution Approving a Bid for the Fabyan South Residence
Exterior Renovation.

V. New or Unfinished Business

[TMP-25-511](#) Resolution Authorizing a License Renewal and Third Amendment
with All Grass Farms, at the Brunner Family Forest Preserve

**VI. Closed Session to Discuss Land Acquisition, License Agreements, Potential
Litigation and Personnel**

VII. Communications

VIII. Chairman's Comments

IX. Adjournment

**Adjournment until: Thursday, May 29, 2025 at 9:30 a.m. in person at the Forest
Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva,
Illinois and via zoom**

**<https://zoom.us/j/6302325980?pwd=aURTSGJoRIVJNDRCcHJXd3dvaVVrUT09>
Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the
Districts' website must still be completed for guests to speak at the meeting.**



AGENDA MEMORANDUM

DATE: April 24, 2025

TO: Forest Preserve District Planning & Utilization Committee

FROM: Jeremy Jensen, Director of Operations
Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Approval of a bid for the South Residence Exterior Renovation at Fabyan Forest Preserve

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a bid for the exterior replacement, repair, staining and painting of sheathing, siding, trim, and decking of the South Residence at Fabyan Forest Preserve.

BACKGROUND:

The South Residence at Fabyan Forest preserve was built between 1915 and 1920; known as “The Superintendent’s House” it was ordinarily used as staff quarters on the Fabyan Estate. The residence is currently part of the District’s employee housing program and in need of minor cedar-shake siding replacement due to prolonged exposure to direct sunlight. The historic significance of this residence makes it a high priority for maintenance funds. In-kind replacement materials were specified as part of this project to ensure historical accuracy. The color pallet will also remain consistent to site for staining and painting to maintain preserve aesthetics and provide UV protection to the structure. Only damaged areas of the siding (totaling approximately 50% of the house) are to be replaced at this time in addition to minor repairs to sheathing, decking and trim. The District publicly advertised the bid and released it on the District’s online bidding platform. Seven responses were received. American Painting, Incorporated (St. Charles, IL) was selected with a base bid in the amount of \$37,450. District staff recommend an additional contingency in the amount of \$2,550 to cover any unanticipated expenses of this project.

FINANCIAL IMPACT:

Funds totaling \$120,000 were budgeted in Fiscal Year 2024/2025 for Rental Properties Maintenance. Sufficient funds totaling \$83,751.96 are available in Account # 01-21-24-6105 for this expense totaling \$40,000.

RECOMMENDATION:

Staff recommends the Committee approve the bid for the South Residence Exterior Renovation at Fabyan Forest Preserve with American Painting, Inc. of St. Charles, Illinois for a contract price of \$37,450 plus a contingency of \$2,550 for a total contract cost not to exceed \$40,000.

ATTACHMENTS:

Preserve Locator Map
Project Locator Map
Bid Abstract

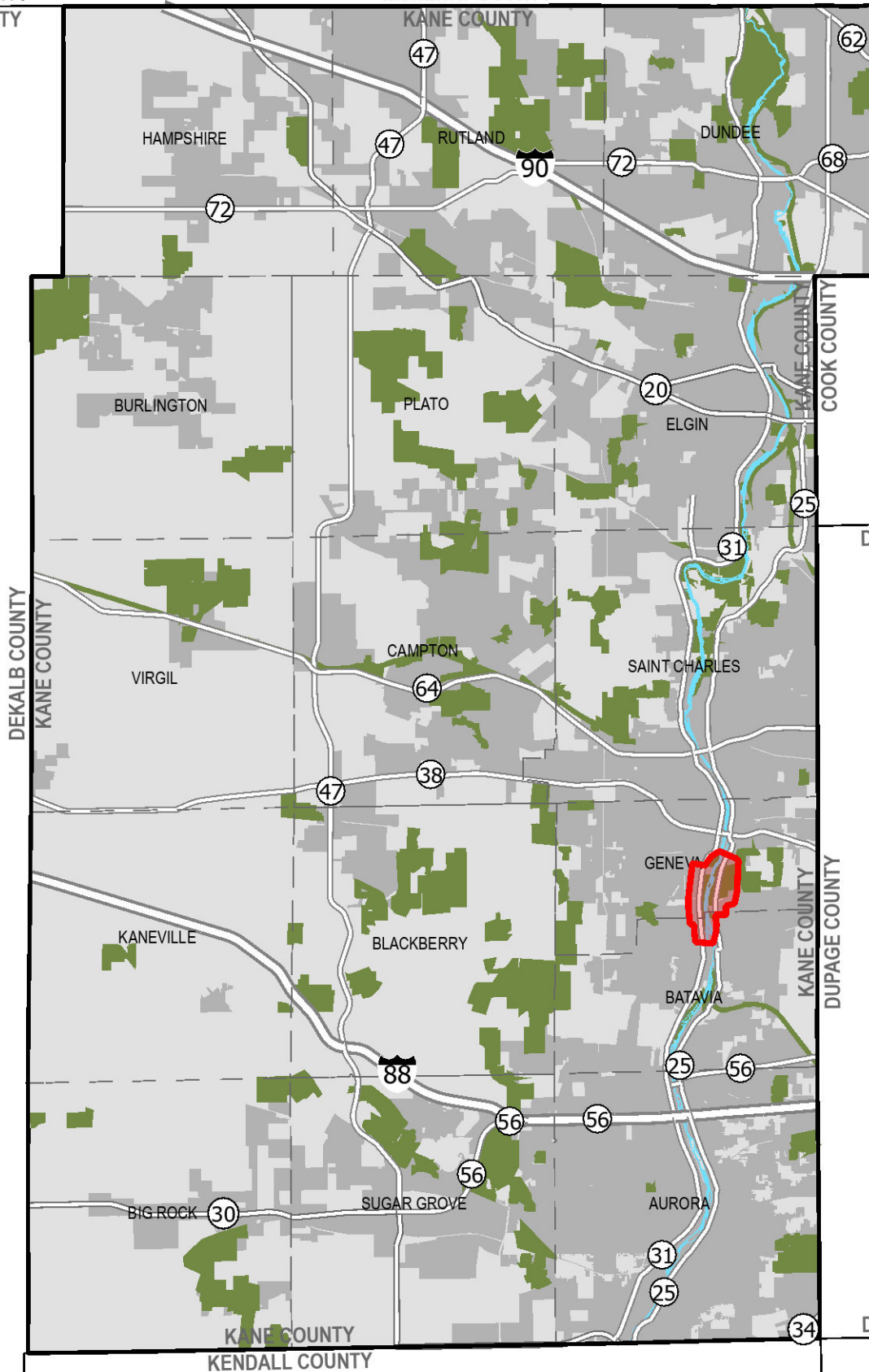
Fabyan F.P.

County Location Map

Geneva, IL

MCHENRY COUNTY
DEKALB COUNTY

MCHENRY COUNTY



COOK COUNTY
DUPAGE COUNTY



- Townships
- Fox River
- Forest Preserves
- Municipalities



DUPAGE COUNTY
WILL COUNTY

South Residence Exterior Renovation

Fabyan Forest Preserve



©IS-Technologies

0 150 300 600 Feet

ABSTRACT OF BIDS
FABYAN HOUSE EXTERIOR RENOVATION PROJECT

SB-FP-06-2425

Bidder's Name	American Painting, Inc.	ProVantage Systems	T. Fisher Construction, LLC	LZ Design Build Group	Total Pro Construction, Inc.	All American Exterior Solutions	Berglund Construction
City, State	St. Charles, IL	St. Charles, IL	Ingleside, IL	Roselle, IL	Chicago, IL	Lake Zurich, IL	Chicago, IL
TOTAL BASE BID	\$37,450	\$48,975	\$56,250	\$63,450	\$73,770	\$80,900	\$130,000

I have certified that I have opened, read and recorded all bids received in response to the invitation.


 David Petschke, Director of Finance

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

FP RESOLUTION NO. TMP-25-511

RESOLUTION AUTHORIZING A LICENSE RENEWAL AND THIRD AMENDMENT WITH ALL GRASS FARMS, AT THE BRUNNER FAMILY FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County and All Grass Farms entered into a license agreement in February of 2015 for the establishment of a regenerative farm operation at the Brunner Family Forest Preserve; and

WHEREAS, the agreement has been amended twice in the past including two previous five-year terms, expiring on December 31, 2024; and

WHEREAS, the license agreement includes renewal options for a total term of twenty-five (25) years and whereby, this amendment provides for the second renewal, calling for an extension of an additional three-year term expiring December 31, 2027; and

WHEREAS, additional modifications in this amendment include the modification of fee structure to include an additional \$25,340 per year rent for use of the buildings, a reduction in revenue sharing to 1% of gross sales, additional restrictions for well and stream buffers, and permit requirements for the sale of raw milk.

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

APPROVED AND PASSED on this 13th day of May, 2025.

Bill Lenert
President, Kane Forest Preserve
Kane County, Illinois

Mohammad Iqbal
Secretary, Kane Forest Preserve
Kane County, Illinois



AGENDA MEMORANDUM

DATE: April 24, 2025

TO: Forest Preserve District Planning and Utilization Committee

FROM: Patrick Chess, Director of Natural Resources
Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Approval of Renewal of a License Agreement and Third Amendment with All Grass Farms at the Brunner Family Forest Preserve

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a second renewal of the license agreement with All Grass Farms for the use of portions of Brunner Family Forest Preserve for regenerative farming.

BACKGROUND:

In February 2015, the District entered into a license agreement with All Grass Farms (formerly Barrington Natural Farms). The original license stipulates that the primary purpose of the operation will be for an organic farm operation, including livestock, dairy operation, vegetable and fruit crops, and a farmer's market.

This license was amended in 2016 to include specified organic vegetable production areas and again in 2020 to extend the term an additional five (5) years to December 31, 2024. The original terms called for the potential of four (4), five-year renewals for a total term period of 25 years.

The proposed amended renewal provides for a term extension of another three (3) years and records additional requirements for the licensee to remain in compliance with District's standards and expectations. The additional requirements are detailed in the attached license, summarized as follows:

- Additional base rent of \$25,340/year for use of the buildings for a total annual rent of \$57,340.
- Reduction in the District's share of received gross revenue from 5% to 1%; with the District contributing that 1% toward capital improvements into the preserve in an amount equivalent to the 1% revenue share received.
- Revenue share payments due on a monthly basis.
- Any late payments will cause a reversion to the previously amended contract terms (pre-2025).
- Addition of insurance requirements for sub-licensees.
- Additional requirements for permit/sale of raw milk.
- Defined buffers for land use surrounding wells and creeks.

FINANCIAL IMPACT:

The financial terms of this second renewal change significantly from the original 2015 license agreement. The base rent includes the same \$200 per acre fee for land rent but now includes an additional \$25,340 per year fee for use of the buildings. This will increase District rent revenue from \$32,000 each year to \$57,340.

The original license also included a 5% fee on the gross sales of the farm market. That percentage has been reduced to 1% in this renewal. This 1% gross revenue fee, all gross revenue reports from prior months, and the first installment of the land rent will be due by June 15, 2025 payment deadline.

RECOMMENDATION:

Staff recommends the Committee approve the license agreement with All Grass Farms for the use of portions of Brunner Family Forest Preserve for regenerative farming.

ATTACHMENTS: *All Grass Farms Boundary Map*
 License Agreement
 2025 Reporting Form
 Restricted Areas Map



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

Bill Lenert, President
Benjamin H. Haberthur, Executive Director

Phone: 630-232-5980
Fax: 630-232-5924
www.kaneforest.com

Farm Program License Agreement

January 1, 2025 – December 31, 2027

This agreement between the Forest Preserve District of Kane County (the District) and All Grass Farms, LLC, DBA Barrington Natural Farms, 18N681 IL Route 31, Dundee, Illinois, 60118 (Licensee).

The District operates under the Downstate Forest Preserve Act (the Act). The District enters into this Farm Program License Agreement (License Agreement) with the Licensee, as the use associated with this License Agreement is related to an activity of the District under the Act.

The District, for and in consideration of the conditions set forth herein, grants a License Agreement to the above-mentioned Licensee for the agricultural use of the property situated in the Township of Dundee, County of Kane and State of Illinois, located in the Brunner Family Forest Preserve, described as 160 acres of farmland and buildings and further described as the Licensed Premises, depicted on the 2025 Farm License Map (Attachment A), solely for agricultural use(s) and not otherwise.

The Licensee, understands they have no rights to the Licensed Premises other than agricultural use and agree to the following conditions and restrictions herein, set forth by the District as follows:

1. **AGRICULTURAL USE:** That the Licensee shall use the Licensed Premises for the primary purpose of operating a regenerative farm operation to include livestock, dairy operation, produce, flowers, and a farmer's market. Such use includes the operation of the farmer's market and concessions for the sale of produce, eggs, nuts, food, non-alcoholic beverages, meats, dairy, canned/preserved items, and honey and baked goods associated with farming production. Building use shall include the dairy barn, farm store, and club house. Organized public recreational and educational activities will be allowed, and must be pre-approved by the District before advertising or booking.
2. **LICENSE TERM:** The above-described Licensed Premises is licensed on a fixed term basis, from January 1, 2025 to December 31, 2027. Both parties agree that failure to execute a written renewal by June 30, 2027 shall be constructive notice of intent to allow this License Agreement to expire. The Licensee and District

have mutually agreed to a term not to twenty-five (25) years in total length. Such right of extension is further subject to the condition that the Licensee is not in default at the time of such renewal request. The parties specifically agree that the four-month notice of termination provisions contained in 735 ILCS 5/9-206 of the Illinois Code of Civil Procedure are expressly waived.

3. **LICENSE FEES:** During the term of the License Agreement, the annual license fee includes a land use fee as referenced in subsection (a) below, a building use fee as referenced in subsection (b) below, and a percentage fee-based portion on the operational gross revenues as referenced in subsection (d) below.
- a. The Licensee agrees to a rate of \$200.00 per acre for 160 acres of land, as depicted on the 2025 Farm License Map (Attachment A), for a total annual land use fee of \$32,000.00.
 - b. The Licensee agrees to an annual building use fee of \$25,340.00, as depicted on the 2025 Farm License Map (Attachment A).
 - c. For a total annual license fee of \$57,340.00. During the term of the License Agreement, 50% of the license fee is due by March 31, and the balance (50%) shall be due by December 15, of each year.
 - d. Any outstanding amount due of the license fee (land use fee and building use fee) under this License Agreement that is not paid when due, shall incur a late fee. The daily late fee is 12% per annum ($\text{Amount Due} \times (0.12/365)$), accruing from the date when the payment is due, per the License Agreement, until the amount is paid by the Licensee. Payments received postmarked after the due dates shall be considered delinquent, and begin incurring the late fee.
 - e. The percentage fee portion of the annual license fee will be one percent (1%) of the operational gross revenues received from the farmers market and other uses of the Licensed Premises. The percentage fee of revenue from each month shall be paid within 15 days following the end of each calendar month, accompanied by a tabulation of each revenue category and the revenue percentage amount paid.
 - i. The monthly payment schedule is as follows:

Revenue Month	Due Date
January	February 15
February	March 15
March	April 15
April	May 15
May	June 15

June	July 15
July	August 15
August	September 15
September	October 15
October	November 15
November	December 15
December	January 15

- f. Any outstanding amount due of the percentage fee portion not paid according to the above payment schedule shall be cause to immediately negate the terms of the License Fees stipulated in Section 3 above. Furthermore, the License Fees (land use fee portion and gross revenue percentage fee portion) shall immediately revert to the original terms of the 2015 License Agreement, including any amendments, and incorporated herein (Attachment C).
 - g. The license fee shall be paid by personal check, bank draft, or U.S. Postal Money Order made payable to the Forest Preserve District of Kane County and paid to the District at the office of the Forest Preserve District of Kane County, 1996 S. Kirk Road, Suite 320, Geneva, Illinois 60134.
 - h. Within thirty (30) days of a request from the District, Licensee will make available accounting records, statements and/or work papers (Records) to the District, or its designee, to substantiate Licensee's calculation of revenue and to substantiate payment of Licensee's obligations under this License Agreement. The District has the right to audit such Records at its expense, and the Licensee agrees to cooperate in such process. The District shall keep all such Records confidential, to the extent permitted by the Illinois Freedom of Information Act.
- 4. ACREAGE REDUCTION:** The District reserves the right to reduce the acreage of the Licensed Premises at any time. Written notice to the Licensee of the District's intent to reduce the acreage of the Licensed Premises shall include an updated Farm License Map identifying the acres to be reduced.
- a. Written notice of acreage reduction, or permanent retirement of parcels for the next term of the License Agreement, shall precede the License Agreement renewal documents.
 - b. Written notice of acreage reduction given after execution of the License Agreement, and prior to March 1, of any year, shall include an amendment to the License Agreement and revised invoice reflecting the reduced license fee for the term of the License Agreement.
 - c. Written notice of acreage reduction given after crops have been planted, during the term of the License Agreement, shall cause for the District to compensate the Licensee for the crop loss caused

by the immediate use and occupancy by the District, following the crop loss event. Compensation shall be calculated using this License Agreement's per acre price, multiplied by the number of acres reduced. The compensation amount shall be deducted from the second license fee of the current crop year.

5. **LICENSE NONRENEWAL:** The District reserves the right not to renew this License Agreement for any reason deemed to be in the best interest of the District, including but not limited to, wetland mitigation purposes, grant requirements, site development, restoration, and non-compliance issues. Licensee shall be notified in writing of intent not to renew by June 30, 2027.
6. **CONDITION OF PREMISES:** The Licensee accepts the Licensed Premises in "as-is" condition and the District has no obligation to improve, restore or alter the Licensed Premises. Licensee acknowledges that the District has not made any representation or warranty, except as otherwise expressly provided in this License Agreement, with respect to the Licensed Premises including, without limitation, any representation or warranty with respect to the suitability or fitness of the land or improvements or any portion thereof for the conduct of Licensee's business, or compliance of the Licensed Premises or any other portion of the buildings with any federal, state or local laws including but not limited to the Americans with Disabilities Act (ADA) of 1990, 42 USDC §§12101-12213, as amended from time to time.
7. **COVENANT AGAINST ASSIGNMENT OF SUBLEASE:** This License Agreement is not assignable by either party, without the written consent of the other, which consent may be withheld at the discretion of the other party. Licensee is not entitled to assign, sub-license, sub-lease or rent the Licensed Premises to another party, either verbally or in writing without the advance written consent of the District. Assignments by the Licensee without such written consent is grounds for immediate termination of this License Agreement. Notwithstanding the foregoing, the District approves of the following sublicenses which have been undertaken during previous terms of this License Agreement, provided the sublicensees provide a certificate of insurance naming the District as an additional named insured thereon in limits that are acceptable to the District from time to time, consistent with Paragraphs 17 and 18 below, but substituting the sublicensee for Licensee in each place of reference therein:
 - i. Farming of Vegetables by Karolina Kowalcayk, Blacksmith Acres LLC, 424 Artell Street, Marengo, IL 60152, to include no more than 4 acres of the Licensed Premises.
 - ii. Farming of Flowers by Anna Guziak, Gold Fern Farm, 201 Durango Drive, Gilberts, IL 60136, to include no more than 1 acre of the Licensed Premises.

Copies of the sublicense agreements between All Grass Farms, LLC and the above mentioned sublicensee(s) shall be submitted upon execution of this License Agreement and made part of herein. Any amendments or addenda to the same shall be submitted to the District within 30 days. No sublicense agreement shall extend beyond the agreed term of this License Agreement.

8. **RESPONSIBILITIES:** The District, by the terms of this License Agreement or otherwise, shall not be bound to do, or cause to be done, any maintenance, repairs, drainage improvements, replacements, or improving of the Licensed Premises or appurtenances thereto, unless agreed to in writing. To the extent buildings, barns, wells, fences, or other improvements are included in the licensed area of the farm property hereunder, Licensee shall be obligated to keep them in neat and clean condition in accordance with good governance and agricultural standards in the Kane County area and to undertake all repairs or replacement of improvements and buildings as the need shall arise during the term hereof.
- a. The Licensee is responsible for the coordination and funding of the design, permitting, construction, and maintenance of any improvements to the barn structure, club house, additional parking, and walkways. It is understood that Licensee intends to improve and maintain the barn for livestock/farm operations and improve and maintain the attached garage area for public sales of the farmer's market and concessions. Licensee shall further be responsible for abiding by all permitting and public access standards including, but not limited to the Americans with Disabilities Act.
 - b. The Licensee is responsible for all utility bills generated at the Licensed Premises and shall deliver written proof of payment of same on a quarterly basis during the calendar year.
 - c. Licensee shall be responsible for well and septic maintenance and repair for those appurtenances installed by the Licensee. Water from well used for irrigation and cleaning of produce being sold to the public shall be tested for adequate sanitary quality by Licensee annually, and conform to the Food Safety Modernization Act standards (<https://www.fda.gov/food/food-safety-modernization-act-fsma/fsma-final-rule-produce-safety>). Test results shall be submitted to the District, following all testing. District water well designated as source for public use (drinking fountain) shall not be used by the Licensee.
 - d. Licensee shall be responsible for all gravel or asphalt maintenance and snow plowing in that portion of the farm property to be used by those visitors driving motor vehicles to Licensee's facility as is necessary to keep all traffic lanes passible to those visitors at all times, and to provide sufficient parking available to those visitors in addition to the drive and parking area provided by the District.

- e. The District shall be responsible for all asphalt maintenance and snow plowing in that portion of the preserve property to be used by those visitors driving motor vehicles for the preserve use including, but not limited to, the main asphalt preserve drive and asphalt parking area to the east of the barn. In the event the main asphalt drive is not plowed early enough for farm store operations, the Licensee may plow this entryway at their own expense.
- f. Licensee shall have access to the preserve main drive for ingress/egress to the property and shall be responsible for the repair of any damage to the preserve main drive from his use, should damage occur. All repairs, maintenance, and replacements required to be performed by the Licensee shall be completed in a good and workmanlike manner in compliance with all applicable laws, ordinances, codes and regulations, using new materials of a quality not less than that of the materials originally used, and shall be performed as promptly as reasonably possible and in a manner and at times so as to minimize any disruption to the public.
- g. That the Licensee shall not place or park any farm equipment, trucks or other vehicles on the Creek Trail or crossing, as depicted on the 2025 Farm License Map. Licensee may access the creek crossing to walk livestock between pastures, and small equipment may be taken over the crossing such as an ATV or trail vehicle. Licensee shall not park farm equipment, vehicles for employees and volunteers, and farmers market customers in the public parking lot. Licensee shall be responsible for the repair of any damage to the Creek Trail, crossing, and public lot, from his use, should damage occur.
- h. Licensee shall not place or park any farm equipment, trucks, or other vehicles (including semi-trucks with trailers) on the driveway access for the District's maintenance pole barn. Licensee may install a lane adjacent to the driveway, utilizing appropriate material conducive to the use and type of vehicles.
- i. The Licensee shall maintain the current buffer between the grazing pasture and the Brunner Trail as noted on the 2025 Farm License Map. This area is to be planted and managed as a natural area by the District. Additionally, the Licensee will maintain a ten-foot (10') buffer area along the asphalt Creek Trail, as noted on the 2025 Farm License Map.
- j. That in the event the Licensed Premises, or any part thereof, shall, at any time during the term hereof, be damaged by fire or other casualty so as to be unfit for use and occupancy, in whole or in part, it shall be the responsibility of the Licensee to repair any damage and secure structure or area from public access during repair. All repairs, maintenance and replacements required to be

- performed by the Licensee shall be completed in a good and workmanlike manner in compliance with all applicable laws, ordinances, codes and regulations, using new materials of a quality not less than that of the materials originally used, and shall be performed as promptly as reasonably possible, and in a manner and at times so as to minimize any disruption to Licensee's business. In such case that any structures are damaged to the extent it is determined to be a total loss and unrepairable, it shall be the sole determination of the District whether to restore structure. In the event the structure is determined to not be repairable, it shall be the sole responsibility of the Licensee to remove remaining debris and restore area as determined by the District. In the event the Licensed Premises are damaged by fire or other casualty and it is determined repairable, but such damage is not material damage, Licensee shall assign all of its right, title and interest in any insurance proceeds payable to Licensee as a result of such casualty and the District shall use such proceeds to restore the Licensed Premises as closely as possible to its state as existed immediately prior to such casualty within the budget defined by the amount of such insurance proceeds.
- k. Licensee may install, and maintain, an electric fence in areas to contain livestock and shall install warning signs indicating electrical nature of fence. Warning signs shall be visible to the public and shall be maintained in place at all times.
 - l. District may also impose upon thirty (30) days' advance notice, reasonable additional safety measures, from time to time, upon any areas as the use by Licensee may be determined by the District to constitute a use requiring reasonable additional safeguards for the public and visitors or invitees.
9. **CREDIT & SET-OFFS:** The District will not allow any credit or set-offs to the Licensee for any repairs, replacements, or improvements made on the Licensed Premises, by or at the order of said Licensee, unless agreed to in writing.
10. **INFRASTRUCTURE IMPROVEMENTS:** Licensee shall present the District with plans and costs for general infrastructure improvements to the Licensed Premises such as, but not limited to, well drilling, water piping, septic systems, plumbing, electrical service, renewable energy generation, and drain tile work, that will enhance the long-term value of the Licensed Premises. Plans shall be reviewed and approved by the District prior to the start date of said project. The District reserves the right to invest in and perform such infrastructure improvements on the Licensed Premises, as the District sees fit. The District's investment of such improvements is dependent on the total amount of cost share revenue received, less the amount of prior improvements agreed to (by each party) and implemented by the District, during the term of this Farm Program License Agreement. Such right of infrastructure improvements, and conditions above,

is further subject to the condition that the Licensee is not in default at the time of such planned improvements.

11. **PESTICIDE USE AND RESTRICTION:** Pesticide, herbicide, fungicide, and insecticide (collectively, pesticides) applicators and operators must adhere to all label requirements, warnings, restrictions, and application rates of pesticides used. Applicators and operators must adhere to all label precautionary statements and instructions to control pesticide drift, surface runoff, and protect groundwater. The following pesticides (and any formula containing) are restricted from use: atrazine, paraquat (trade names include Gramoxone, Parazone, etc.), dicamba/salts of dicamba (trade names include Dianat, Banvel, Vanquish, etc.), and spray application of any neonicotinoid product. Pesticides that persist in the soil with residual control of vegetation beyond the growing season are prohibited. The use of prohibited herbicides and pesticides is grounds for immediate termination of the License Agreement at the sole discretion of the District.
12. **NUTRIENT MANAGEMENT:** The maintenance of appropriate soil pH and nutrient levels, in pasture, hay, and other crop areas, is the responsibility of the Licensee. No fall application of nitrogen is allowed. The use of bio solids is strictly prohibited on District land. If Licensee performs soil testing, results shall be submitted to the District. The District shall perform soil health tests for chemical, biological, and physical properties on open pasture for regenerative grazing and hay fields.
13. **REPORTING:** The Annual Reporting Form (Attachment B) shall be completed by the Licensee designating the use of each field with the type of livestock and/or crop by March 31 of each year. Nutrient and herbicide applications shall be reported on the Annual Reporting Form no later than November 30 of each year.
14. **SITE CONDITIONS:** The Licensee shall keep the Licensed Premises, buildings, and appurtenances in a neat, clean, and orderly condition at all times and not cause, permit, or tolerate garbage or other refuse to accumulate thereon. The Licensee shall not cause or tolerate any unlawful, improper, or offensive use of the Licensed Premises, or any use or occupancy thereof, contrary to any state or federal law or any ordinance of the District. In addition to all other provisions of this License Agreement, Licensee, at its cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction concerning environmental matters and public health, including, but not limited to, any discharge into the air, waterways, sewers, soil, or ground water of any contaminant or pollutant. Soil and plant tissue from Field 5 shall be tested and monitored for levels of lead and polynuclear aromatic hydrocarbons (PNAs). If levels are elevated and pose a risk to human health, Licensee is responsible for remediation and discontinue use of the field until levels no longer pose a risk to human health. The Licensee

is responsible for proper weed management/integrated weed management and controlling the spread and eradication of noxious weeds (<https://www.nationalplantboard.org/uploads/1/3/6/7/136771235/illinoissummary.pdf> and Ill. Admin. Code tit. 8 § 220.60).

15. **ADVERTISING AND SIGNAGE:** Licensee shall not erect, install, operate or cause, nor permit to be erected, installed or operated in or upon the Licensed Premises, any advertising signs or similar advertising device without first having obtained the written consent of the District, and any other governmental unit otherwise empowered to regulate signage on the Licensed Premises. Such consent shall not be unreasonably withheld by the District and decisions shall be provided within thirty (30) days of Licensee's request. Licensee may erect temporary signs and/or banners to notify patrons of upcoming events or Farmers Market hours/information as well as signs and/or banners for sponsors of said events. All temporary signs and banners will be removed in a timely manner following event, and must not violate local or county sign ordinances. Licensee shall not erect, install, operate or cause, nor permit to be erected, installed or operated in or upon the Licensed Premises, and Brunner Family Forest Preserve, any advertising signs, or similar advertising device, communicating a political affiliation, person, or event. Furthermore, events and activities of a political nature, and the advertising of such, is prohibited.
16. **DEATH OR INJURY:** In the event that death or injury occurs to any person, or loss, destruction, or damage occurs to any property including but not limited to the person or property of the parties hereto, in connection with Licensee's use or occupation of the farm property, which is occasioned in whole or in part by the acts or omissions of Licensee or District, its agents, employees or servants, Licensee shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the Licensed Premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the Licensed Premises during the use; (ii) any act, omission, wrongful act or negligence of Licensee or any Licensee's contractors or subcontractors, or the directors, officers, agents, employees, invitees of Licensee or Licensee's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the Licensed Premises, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Licensee shall similarly protect, indemnify and hold and save harmless the District, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Licensee's breach of any of its obligations under, or

Licensee's default of, any provision of the License Agreement. The Licensee takes possession and use of the Licensed Premises as is, and assumes all risk of accidents personally as well as for family, employees, agents, or persons coming on the Licensed Premises.

17. **INSURANCE:** Licensee shall file with Licensors, prior to the execution of this License Agreement, certified copies of policies or adequate certificates of insurance with coverage as set forth above and below, naming "The Forest Preserve District of Kane County" as additional insured thereon, as proof of adequate insurance to protect the public and District against liability. The insurance policies or certificates of insurance should be sent to the Forest Preserve District of Kane County, 1996 S. Kirk Road, Suite 320, Geneva, Illinois, 60134.

- a. The furnishing by Licensee of any insurance policies and insurance certificates required and their acceptance or approval by District shall not release Licensee from obligation to provide sufficient coverage as set forth therein and shall not waive liability of Licensee to indemnify District against all damage as aforesaid.
- b. District shall have the right, but not the obligation, of prohibiting Licensee from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this license at District's option.
- c. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.
- d. During the term of the License Agreement, if Licensee cannot obtain liability insurance as required by the License Agreement or cannot obtain liability insurance at a cost that not exceed 140% of the first-year insurance premium, Licensee may cancel this License Agreement upon 30 days written notice. Licensee shall vacate the Licensed Premises and in doing so deliver up the premise in good condition, ordinary wear and tear accepted.
- e. Notification of Cancellation. Each insurance policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the District.

18. **LIABILITY INSURANCE COVERAGE:** For the term of the License Agreement, the Licensee shall maintain insurance with a carrier acceptable to the District. For insurance companies which obtain a rating

from A.M. Best, that rating should be no less than A-VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, District has the right to reject insurance written by an insurer it deems unacceptable. District reserves the absolute right, in its sole discretion exercisable by the Executive Director or other representative designated by District, to make final determination as to whether any insurance obtained by Licensee meets the applicable insurance requirements herein. Liability insurance coverage held by the Licensee during the term of the License Agreement, shall be of the following types and in not less than the stated minimum amounts:

- a. Commercial General and Umbrella Liability Insurance. Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence, and specifically including an express endorsement for farming operations and farming retail business, including the sale of farm produced edible products and farm non-edibles (whether grown or propagated at the Licensed Premises or elsewhere), along with an express endorsement for liability coverage for all "special events" or other similar events held by Licensee which are open to the public at the Licensed Premises. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.
 - i. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, property damage (up to the value of the building) and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - ii. District shall be included as a named insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the Licensor shall be excess of the Licensee's insurance and shall not contribute with it.
- b. Motor Vehicle Insurance. Licensee shall maintain business auto liability and, if necessary commercial umbrella liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

- i. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- c. Worker's Compensation Insurance. Licensee shall maintain worker's compensation and employer's liability insurance not less than statutory limits. The commercial umbrella and/or employers liability limits shall not be less than One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
 - i. Licensee shall waive all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the District's use of the Licensed Premises.
- d. Farm Pollution Coverage and Product Liability Coverage. Licensee shall maintain Farm Pollution Coverage and Product Liability Coverage covering the Licensed Premises for the farming use being undertaken by Licensee along with Product Liability Coverage for any farm products sold that are produced on the Licensed Premises, both of which coverages shall have a minimum limit of Two Million Dollars (\$2,000,000.00).

That the District will not insure the licensed farm property or appurtenances against fire or any other risk and Licensee hereby waives any and all rights to claim damages from the District for any loss, damages, or death or injury which may result from any and all causes including but not limited to fire and other risk, or causes by such repairs, replacements or improvements not having been made.

19. RULES & REGULATIONS: The Licensee agrees to abide by such other rules and regulations, as may be promulgated by the District, expressly including the following:

- a. In no event shall livestock be slaughtered on the Licensed Premises. Slaughtering and processing operations shall be held offsite and not within any property of the District.
- b. The Licensee shall comply with any and all USDA registration, permitting, inspections, testing protocols of livestock for disease, and incur any costs associated therewith.
- c. The District has the right to request the viral testing of livestock and animal products.
- d. The Licensee must hold, and provide to the District, a valid Raw Dairy Farm Permit and Distribution Point Permit from the Illinois Department of Public Health (IDPH) to sell raw milk to

the public and comply with all regulatory requirements (provide to the District copies of records to the same upon request) including:

- i. Retain quality records of the routine raw milk sampling documentation and water sampling documentation (four times during every six consecutive months) results from IDPH, confirming acceptable levels of coliform, bacteria, drug residues and somatic cells, according to quality standards.
 - ii. Product Labeling Receipt Instructions & Template as required under 775.55(d)(1)&(2)
 - iii. Consumer Awareness Handout as required under 775.55(c)(2)
 - iv. Sales/Transaction Log as required under 775.55(b)(5)
 - v. Log of Total Gallons of Raw Milk Sold as required under 775.55(b)(8)
 - vi. Placard instructions as required under 775.55(c)(1)
- e. The Licensee shall only sell raw milk to the public that is sourced from the livestock at All Grass Farms, Illinois, raw milk and “pet milk” from outside sources, especially sourced from another state, is strictly prohibited.
- f. The Licensee shall establish and maintain the correct stocking rate of all livestock based on type of livestock, grazing system, and forage, incorporating NRCS Conservation Practice Standard for Prescribed Grazing, Code 528, where applicable.
(https://efotg.sc.egov.usda.gov/api/CPSFile/38231/528_IL_CPS_Prescribed_Grazing_2022).
- g. The Licensee shall provide the District with the FSA farm and tract number for all areas of the Licensed Premises, as well as a copy of the NRCS Conservation Plan, if any has been adopted and submitted to NRCS, or other local agricultural office affiliated with the USDA, together with any amendments thereto as the same are adopted.
- h. For parcels within the Licensed Premises dedicated to the production of hay, the following additional conditions shall apply:
- i. Licensee shall not plant row crops, till, grade, harrow, nor otherwise disturb the topsoil surface without written consent of the District’s Director of Natural Resources.

- ii. Licensee shall not make the first cutting of hay until after July 1 of each year of this License Agreement or any extension hereof, without the express written consent of the District's Director of Natural Resources, in order to enable the fledging of native grassland birds.
 - i. The District reserves the right to implement a component of its Deer Management Program at the preserve where the Licensed Premises are located. The Licensee will be notified in writing no less than sixty (60) days prior to the District initiating either an archery-hunting program or a deer population reduction event.
 - j. The Licensee is permitted to keep no more than two (2) barn cats. Licensee shall be responsible for the coordination and cost to spay/neuter cats and maintain annual vaccinations, providing the District with records of such annually.
 - k. Livestock waste shall not be stored within 200 feet of a waterway (stream, creek, river), nor within 150 feet of water well heads. Livestock confinement areas shall be 50 feet from water well heads. Well heads and waterway are depicted on Attachment A1, Areas of Restricted Use.
 - l. Beekeeping and apiaries are not allowed on the Licensed Premises.
 - m. The use of field number five (5), per the First Amendment to the License Agreement, is for the movement of vegetables between the garden and farm store, and after lead shot removal, may be used for vegetable production. Soil and plant tissue samples shall be tested for elevated levels of lead and PNAs by Licensee. If levels pose a threat to human health or safety the Licensee is responsible for remediation of the area. Proof of remediation of the contaminated areas depicted on Attachment A1, Areas of Restricted Use, using the oversight of the Illinois EPA's Site Remediation Program (SRP) must be submitted to the District before permission is granted for use associated with farming, grazing, and growing flowers and herbs.
 - n. Nothing contained in this License Agreement is intended to create a partnership or joint venture between the parties with respect to Licensee's operations on the Licensed Premises. The relationship between the parties is, and shall remain, as Licensor (District) and Licensee. Licensee's operation shall not impose upon the District any liability, debt or debts specifically enumerated in this License Agreement.
20. **DEFAULT:** That if default is made in the payment of the licensee fee or in any of the covenants and agreements herein contained, it shall be lawful for the District at its election without notice to Licensee to

declare this License Agreement to be terminated as of the date of such default and to re-enter the Licensed Premises or any part thereof, either with or without process of law, and to remove and put out, using such force as may be necessary, Licensee or any person or persons and property using or occupying the same. Licensee hereby expressly waives all right of any notice or demand under any statute of the State of Illinois or any federal law relating to forcible entry and detainer.

21. **EXPIRATION & TERMINATION:** The Licensee agrees at the expiration or termination of this License Agreement to yield possession of the Licensed Premises to the District without further demand or notice, in as good order and condition as when they were entered upon by the Licensee. Loss by fire, flood, tornado, and ordinary wear is excepted. If the Licensee fails to yield possession, the Licensee shall pay to the District a penalty of double the annual license fee for each day he or she remains in possession thereafter, in addition to any damages caused by the Licensee to the District's land or improvements, and said payments shall not entitle the Licensee to any interest of any kind or character in or on the Licensed Premises.
22. **ENFORCEMENT:** The Licensee covenants and agrees to pay and discharge all reasonable costs, attorney's fees, and expenses that are incurred by the District in enforcing this License Agreement and all covenants thereto. All parties agree that the covenants and agreements herein contained shall be binding upon and apply and inure to their heirs, executors, administrators, and assignees.
23. **PROPERTY TAX:** If it is determined by any governmental entity, other than the District, that any property tax is owed due to any interest associated with this License Agreement, then the Licensee shall pay such tax. The obligation to pay such tax shall survive the termination of this License Agreement.
24. **RESTORATION:** The Licensee understands that by farming this property owned by the District they are participating in the eventual restoration plans for the property.
25. **COMPLIANCE:** Licensee covenants, throughout the term of this License Agreement at Licensee's sole cost and expense, to promptly comply with all laws and ordinances, and the orders, rules, regulations, and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers of these entities, or any other body now or subsequently constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Licensed Premises. Licensee will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Licensed Premises and the improvements and equipment on the Licensed Premises. The District reserves the right to enter, view, and inspect the Licensed Premises at all reasonable times.

26. **NOTICES:** Any notices required hereunder, shall be in writing and delivered to:

DISTRICT:

Forest Preserve District of Kane County

Attention: Michelle Blackburn

1996 S. Kirk Road, Suite 320

Geneva, Illinois 60134

Phone: 630-232-5981

Email: BlackburnMichelle@kaneforest.com

LICENSEE:

All Grass Farms, LLC d/b/a Barrington Natural Farms

Attention: Cliff McConville

18N681 Illinois Rte. 31

Dundee, IL 60118

Phone: 847-877-7580

Email: cliff@allgrassfarms.com

IN WITNESS WHEREOF, each of the parties has caused this Farm Program License Agreement to be executed by its duly authorized representative as of the day and year first written above.

**FOREST PRESERVE DISTRICT OF
KANE COUNTY**

By: _____
Patrick Chess
Director of Natural Resources

Date

LICENSEE

By: _____
Cliff McConville
All Grass Farms, LLC, d/b/a Barrington Natural
Farms

Date

Attachment B

All Grass Farms, LLC

Annual Reporting Form

Location:		Licensee:	
Brunner Family Forest Preserve		Cliff McConville	
Farm ID:	BRF2	Date:	

Livestock Information	
Field #	Livestock

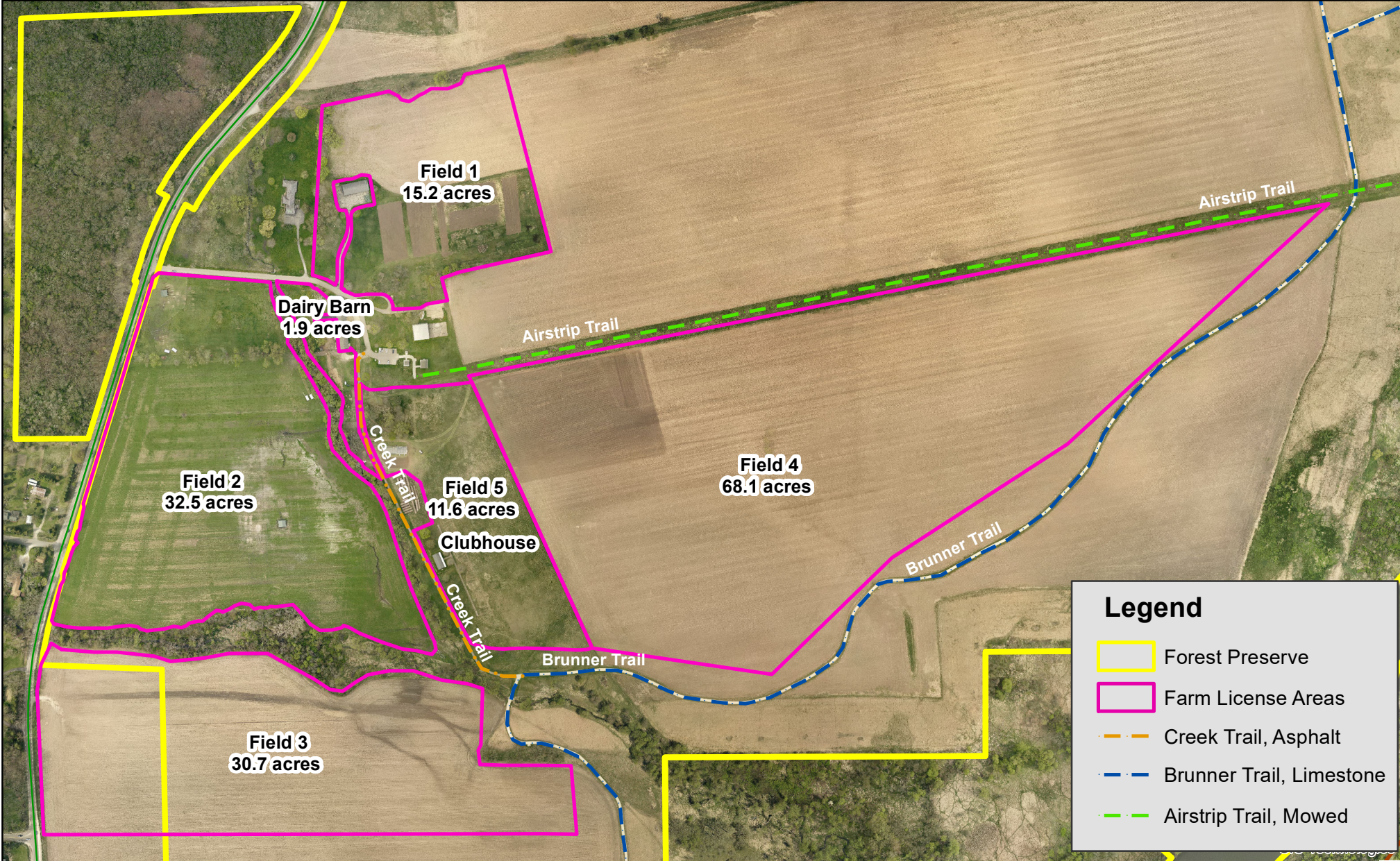
Farming Information	
Field #	Crop

Nutrient Applications	
Date	Product / Application Rate

Herbicide/Pesticide Applications	
Date	Product / Application Rate



Attachment A
2025 Farm License Map
Brunner Family Forest Preserve
All Grass Farms
160 Acres



0 287.5 575 1,150 Feet

Legend

- Forest Preserve
- Farm License Areas
- Creek Trail, Asphalt
- Brunner Trail, Limestone
- Airstrip Trail, Mowed



Attachment A1
Areas of Restricted Use
2025 Farm License Map
Brunner Family Forest Preserve
All Grass Farms, LLC

