



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

Bill Lenert, President
Benjamin H. Habarthur, Executive Director

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Farm Program License Agreement

March 1, 20## – February 28, 20##

This agreement, made and entered into this 30th day of November, 20##, by and between the Forest Preserve District of Kane County (the District) and *Name, address* (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 *Township*, County of Kane and State of Illinois, formerly known as the *parcel name* property, located in *name of preserve* Forest Preserve, described as ### acres of farmland and further described as the Licensed Premises, depicted on the 20## 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. **LICENSE TERM:** The above-described Licensed Premises is licensed from March 1, 20## to February 28, 20##. This License Agreement does not automatically renew.
2. **LICENSE FEES:** During the term of the License Agreement, 50% of the license fee is due by March 31, 20## and the balance (50%) shall be due by December 15, 20##.
 - a. The Licensee agrees to a rate of \$###.00 per acre for ### acres of farmland, and a soil testing fee of \$#.## per acre for ### acres of farmland formerly known as the *parcel name* property; for a total license fee of \$##,###.
 - b. 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.
 - c. Any outstanding amount due of the license fee under this License Agreement that is not paid when due, shall incur a late fee. The daily late fee is 12% per annum (Amount Due*(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 by the District after the due date shall be considered delinquent and begin incurring the late fee.

3. **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 during the term of the License Agreement, and prior to crop planting, shall include an amendment to the License Agreement and revised invoice reflecting the reduced license fee for the term of the License Agreement.
 - b. 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 current crop year.
4. **LICENSE TERMINATION BY THE DISTRICT:** The District reserves the right to terminate this License Agreement for any reason deemed to be in the best interest of the District, including but not limited to, site development, restoration, and non-compliance issues. The District shall provide written notice 30 days in advance of the termination date. 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.
5. **LICENSE TERMINATION BY LICENSEE:** Written notice of License Agreement termination by the Licensee must be received by the District, prior to the next growing season, no later than *November 30*, to avoid penalty. Licensees providing notice after *November 30* may not be considered a responsible/qualified party for future farm parcels available through the Farm Program and incur a penalty fee equal to the annual License fee of the parcel.
6. **FARM CONDITION:** No representation as to the condition of the Licensed Premises has been made by the District, its agents, or employees, to the Licensee prior to the execution of this License Agreement that are not expressed or endorsed in this License Agreement.
7. **COVENANT AGAINST ASSIGNMENT OF SUBLEASE:** This License Agreement is not assignable by either party. Licensee is not entitled to assign, sub-license, sub-lease or rent the Licensed Premises to another party, either verbally or in writing. Assignments by the Licensee is grounds for immediate termination of this License Agreement.
8. **PERIOD OF CROP PRODUCTION:** Notwithstanding the terms set forth herein, the Licensee acknowledges and agrees that the exclusive use of the Licensed Premises for agricultural purposes shall extend to the Licensee only during periods of crop production (planting to harvest, a period of not more than six months during the term of this License Agreement), The District expressly reserves the right to use the Licensed Premises during all other times for public purposes, that may include, but shall not be limited to: hiking, cross country skiing, snowmobiling, snow shoeing, and equestrian

riding. Such public uses shall not be permitted during periods of crop production (planting to harvest, a period of not more than six months during the term of this License Agreement) in a manner which interferes with crop production.

- 9. **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. The Licensee agrees to be responsible for any and all utility bills on the property.
- 10. **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.
- 11. **PESTICIDE USE AND RESTRICTION:** Pesticide, herbicide, fungicide, and insecticide (collectively, pesticides) applicators and operators shall adhere to all label requirements, warnings, restrictions, and application rates of pesticides used. Applicators and operators shall also adhere to all label precautionary statements and instructions to control pesticide drift, surface runoff, and protect groundwater. Pesticide treated seeds can be toxic to non-target wildlife and must be planted according to label requirements and avoid leaving exposed seeds on the soil surface. Any spill of treated seed in the field must be removed by the Licensee immediately. Licensee shall use practices to minimize seed dust from treated seeds when planting by using a seed lubricant, to protect areas off site. The planting of neonicotinoid treated soybean seed is prohibited. 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. **TILLAGE PRACTICES:** Allowable tillage practices are no-till (CPS 329), strip till, vertical tillage, or other conservation tillage (CPS 345) methods that maintains crop residues on the soil surface after planting. No fall tillage is permitted; however, the District reserves the right to grant written permission for tillage when requested in writing from Licensee.
- 13. **NUTRIENT MANAGEMENT:** The maintenance of appropriate soil pH and nutrient levels, according to the recommendations in the University of Illinois Agronomy Handbook, is the responsibility of the Licensee. No fall application of nitrogen is allowed. The use of bio solids is strictly prohibited on District land. Application of manure may only be applied with written authorization from the District. If Licensee performs soil testing, results shall be submitted to the District.
- 14. **CONSERVATION CROP ROTATION:** A crop rotation plan shall be completed by the Licensee at the time of executing the License Agreement. The crop rotation plan may be amended as needed; no rotation of crop type requires written permission from the District. Please indicate the crop type for 20## (shall differ from 20## crop), and if a cover crop will be planted:

«Parcel»	20## Crop	Cover Crop
	Corn, Soybeans, Wheat, or Hay	If no cover crop, enter N/A
Field(s) #		

15. **CONDITION:** The Licensee shall keep the Licensed Premises 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; shall not cause, tolerate, or permit any waste or 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. 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).

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 the Licensee’s use or occupation of the Licensed Premises, which is occasioned in whole or in part by the acts or omissions of the Licensee or District, its agents, employees, or servants, the Licensee agrees to indemnify and hold harmless the District from and against any loss, claims, or demands to which the District may be subject as a result of such death, injury, loss, destruction, or damage. 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:** The Licensee agrees to name “The Forest Preserve District of Kane County” as an additional insured on their insurance policy and provide a copy of their policy to the District. For the term of the License Agreement, the Licensee shall maintain insurance with a carrier acceptable to the District, insuring the Licensee during the term of the License Agreement, of the following types and in not less than the stated minimum amounts:

Liability Insurance	\$1 million per person \$1 million per occurrence
Property Damage	\$1 million per occurrence
Workers Compensation	Full Statutory Limits

a. The Licensee shall furnish an extant Certificate of Insurance, reflecting the above and agrees that all applicable insurance policies, and the Certificate of Insurance, name the District as additional insured and that the District is to receive thirty (30) days’ prior written notice of cancellation of coverage. The general liability policy must specifically include farm liability and farm property. At time of policy renewal or expiration, it is the Licensee’s responsibility to provide a new Certificate of Insurance to the District.

i. The Certificate of Insurance shall have the following entered as additional remarks:
“The Forest Preserve District of Kane County is additional insured”

ii. 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.

iii. Letters of Continuous Coverage are not admissible in place of a Certificate of Insurance, as this License Agreement terminates automatically at the end of the term.

- b. 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.
- 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.

18. **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. By December 15 of each year, Licensee shall complete and submit the Farm Program Reporting Form (Attachment B) to the District. The Licensee will furnish the pesticide applicator name, IDOA License number, details of herbicide and nutrient applications, seed brand and seed treatments, and yield information on the reporting form. Seed tag photos shall also be provided by the Licensee.
- b. Upon request, the Licensee shall provide a copy of any and all drain tile maps of the Licensed Premises, and the District shall make drain tile information available to the Licensee.
- c. Upon request, the Licensee shall provide the District with the FSA farm and tract number for each farmed parcel in the Licensed Premises, under this License Agreement.
- d. The Licensee shall be responsible for any and all USDA registration, permitting and inspections, including all costs associated therewith.
- e. The Licensee shall provide the District with 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. Such copy shall be delivered within seven (7) days of its submission to NRCS or other applicable entity.
- f. The District may install field edge buffers and in-field vegetated strips as conservation field improvements. The Licensee may be responsible for annual maintenance and shall not plant through installed buffers and strips.
- g. 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.

- h. 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.
19. **DEFAULT:** 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 the 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, the Licensee or any person or persons and property using or occupying the same. The 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.
20. **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.
21. **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.
22. **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 Agreement, then the Licensee shall pay such tax. The obligation to pay such tax shall survive the termination of this Agreement.
23. **RESTORATION:** The Licensee understands that by farming property owned by the District they are participating in the eventual restoration plans for the property. The rules, regulations, and conditions herein are tailored to conservation farming with goals similar to the management of natural areas for the long-term ecological benefit of District property.
24. **COMPLIANCE:** The District reserves the right to enter, view, and inspect the Licensed Premises at all reasonable times. Field assessments will be conducted on the Licensed Premises to monitor compliance with tillage and other conditions of the License Agreement. The Licensee is expected to abide by all rules and conditions of the License Agreement, including the submission of reporting forms and Certificate of Insurance. Non-compliance may result in the termination of the License Agreement. If issues arise that hinder the Licensee's ability to comply with the agreed conditions of the License Agreement, the Licensee must contact the District as soon as possible.
25. **COUNTERPARTS; DIGITAL FACSIMILE AND .PDF SIGNATURES:** This License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all said counterparts together shall be deemed to be a single instrument. Facsimile

or .pdf signatures of any signatory hereto shall be sufficient and shall be as fully binding and enforceable as an original for all intents and purposes.

25. 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

«First_Name» «Last_Name»
«Farm_Company»
«Address»
«City», IL «Zip»
Phone: «Phone»
Email: «Email»

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 LICENSEE

By: _____
Patrick Chess
Director of Natural Resources

By: _____
«First_Name» «Last_Name»
«Farm_Company»

Date

Date



NOTICE: Licensee must sign and return this agreement to the District no later than November 30. If situations arise that will delay submission, please contact the District as soon as possible. Failure to submit this signed agreement will result in the farm parcels being offered to the public.

If any of the above contact information has changed, please update contact information here:

Address: _____

Phone: _____

Email: _____

Other:
