I. Call to Order
Commissioner Wehrli called the meeting to order at 6:08 p.m. in the Kendall County Board Room.

II. Roll Call
Commissioners Gilmour, Shaw, and Wehrli all were present. Director Guritz and Ellis Barn Manager Clever also were present.

III. Approval of Agenda
Commissioner Gilmour made a motion to approve the agenda. Seconded by Commissioner Shaw. All, aye. Opposed, none.

IV. Citizens to be Heard
No public comments were offered.

V. American Competitive Trail Horse Challenge Cooperative Event Agreement
Director Guritz reported that ACTHA that the District has reached out to ACTHA to review an agreement to host ACTHA Competitive Trail Horse Challenges and Arena Obstacle Course Challenges. Within the agreement, ACTHA will collect registration fees online based on the schedule for participation by different riding classes, with 80% of the registration fees payable to the District following the event. 20% of the fees collected, up to $250 is retained by ACTHA, with a portion of funds collected beyond the $250 donated to a designated equestrian charity. Director Guritz stated that the goal is to net between $2,000 and $4,000, dependent on the number of registrants.

The challenge is that the District needs to move forward in planning for the event within a limited timeframe. The ACTHA competitive challenge season ends in late May. The draft agreement has been forwarded to the State’s Attorney’s Office and ACTHA for review, with the goal of presenting a final agreement at the following week’s Commission meeting.

Barn Manager Amy Clever reported that Ellis would be hosting two trail challenges and one arena challenge event on May 16 and 17, 2015.

Commissioner Flowers arrived at 6:17 pm.
President Wehrli inquired into how ACTHA supports the event. Amy stated that ACTHA sends one to two representatives to support the event. Additionally, Dolly Pierson is a local ACTHA member, and is donating prizes for winners. Beyond local participation, Amy stated that local sponsors are being sought to support the event, and contribute funds for cash prizes for trail challenge and obstacle challenge event winners. The event will be largely staffed by Ellis volunteers. The challenge will be to secure the 10 qualified judges for each of the obstacle areas that are qualified, experienced riders. Judges are qualified using ACTHA’s on-line training program. In addition to registration proceeds, overnight trailer camping will be offered for $15 per night.

Commissioner Gilmour inquired into what the District will do to meet the 10 hour marketing requirement. Director Guritz stated that Constant Contact will be used to assist with marketing efforts and posting to District and equestrian group social media sites. ACTHA provides a listing of members that will receive direct e-mails promoting the event.

Commissioner Gilmour inquired into when the District will be paid. Director Guritz stated payment will be received following the event, and anticipated a short turnaround time for payment because registration is handled electronically with registration payments collected prior to the event.

Commission Flowers made a motion to present the ACTHA agreement to Commission for approval. Seconded by Commissioner Shaw. Aye, all. Opposed, none.

Commissioner Flowers presided over the remainder of the meeting.

VI. General Discussions and Updates
A. Marketing Updates
Director Guritz reported that all newsletter contacts had been imported into Constant Contact, bringing total subscribers to over 1,000. A pdf of the newsletter was sent to all subscribers, with some e-mails returned due to inactive e-mail addresses. In a few instances, individuals requested removal from the newsletter listing, and has been completed based upon these requests. The newsletter sign-up form is posted to the District’s website, and all staff member e-mails include a link to the sign-up form within their signature lines.

B. Wireless Internet Access at Hoover
Director Guritz stated that Comcast completed a second inspection for high-speed internet connection, and indicated they would complete the connection if the District ran cable from Meadowhawk to their service line connection. Estimates will need to be secured for trenching and installation of conduit based on follow-up
discussions with Comcast. President Wehrli suggested that trenching work could be
donated for the Comcast connection, as well as phone line work needed to fix the
alarm monitoring issue. Beyond Meadowhawk, costs were provided by KC
information technology staff indicating that there may be recurring costs associated
with broadcasting internet connection signal to other Hoover facilities. This would
be explored after the Meadowhawk line is up and running.

Director Guritz stated that efforts are underway to switch over internet connection
from AT&T to Verizon using jetpacks, which provide good speed and internet
connectivity for $37 per month. Prior to cancelling AT&T service, jetpack signal
reception will be tested at Harris, Hoover, and Ellis, and wireless reception hardware
installed on staff workstation computers to provide wireless internet access.

VII. 2016 Program Discussions and Directions

Natural Beginnings

Director Guritz stated he would like to bring a budget proposal for the Natural
Beginnings 2015-2016 school year to the upcoming Commission meeting. Based on
budget review meetings for Natural Beginnings held with Laura McCoy and Megan
Gessler, Natural Beginnings is able to cover and potentially exceed direct costs for
operations if enrollment targets are met, without reliance on outside contributions.
Director Guritz complimented environmental education staff efforts in reviewing
program costs, drawing attention to upcoming national conferences that will feature
the Natural Beginnings program as a model conservation agency program for the
region. Director Guritz stated that once conference costs are known, a proposal
may be presented at a future date to approve travel costs for Megan’s attendance,
as the District has expended its conference budget for the year.

Commissioner Gilmour inquired into whether the program change would require a
full-time coordinator. Director Guritz stated that the expanded program can be
offered, with all teaching staff supporting the program scheduled under 1,500 hours
for the year because the program does not run year-round.

Director Guritz stated the reason for pursuing approval of the proposal is to allow
for sufficient time to market and fill the program. Beyond Natural Beginnings, Laura
McCoy is also reviewing the fee schedule for school programs in order to
recommend market-based fee increases to offset District costs for the
environmental education program.
Commissioner Flowers requested that the report be sent to Commission prior to the meeting for review.

Ellis House and Equestrian Center Updates

Director Guritz stated that Amy Clever will continue to support Ellis programs in a limited fashion, and efforts are underway to examine Ellis program staff costs. This will include examining the Ellis event and rentals program once Tina Villarreal returns from leave.

VIII. Executive Session

None.

IX. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Gilmour. All, aye. Meeting adjourned at 6:30 p.m.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
I. Call to Order

President Wehrli called the meeting to order at 6:30 p.m. in the Kendall County Board Room.

II. Roll Call

Commissioners Cullick, Flowers, Gilmour, Prochaska, Shaw, and Wehrli all were present.

III. Citizens to be Heard

No public comments were offered.

IV. Approval of Agenda

Commissioner Prochaska made a motion to approve the agenda as presented. Seconded by Commissioner Cullick. All, aye. Opposed, none. Motion passed unanimously.

V. Approval of Minutes for the March 17, 2015 Commission Meeting

Commissioner Prochaska made a motion to approve the Commission meeting minutes of March 17, 2015. Seconded by Commissioner Gilmour. All, aye. Opposed, none. Motion passed unanimously.

VI. Motion: Approval of a Letter of Intent to Purchase 166.01 ± Acres of Property Known as “Fox River Bluffs” for an Amount Not-to-Exceed $14,486 Per Acre, Totaling Approximately $2,238,811 Plus Closing Costs

Commissioner Gilmour made a motion to approve the letter of intent to purchase 166.01 ± acres of property known as “Fox River Bluffs” for an amount not-to-exceed $14,486 per acre, totaling approximately $2,238,811 plus closing costs. Seconded by Commissioner Prochaska. President Wehrli stated that this purchase offer does not preclude the District from considering purchase of additional land from the property owner. In review of the acquisition costs, with grant support, the District’s share will be approximately $5,400 per acre.
Director Guritz stated with approval of the purchase ordinance, closing date will be set for late April. A boundaries survey and Phase I environmental survey has been ordered.

Commissioner Gilmour requested a summary of grant funding sources for the purchase. President Wehrli stated that $750,000 will be reimbursed through the OSLAD/LWCF program, and $600,000 will be received at closing from the Illinois Clean Energy Community Foundation. Land-Cash funds approximating $421,886 will also be expended to support the purchase.

President Wehrli added that within the OSLAD/LWCF grant, the District is moving forward with the purchase based on the program’s waiver of retroactivity, which allows the purchase to be completed in advance of concluding the formal grant agreement process.

Commissioner Gilmour inquired into what the capital fund balance will be following the purchase. Director Guritz stated that the beginning year balance within the capital fund is $2,645,000. Following the purchase and subsequent grant reimbursement, the capital fund balance will be approximately $2,178,350, less closing and survey costs.

Roll call: Commissioners Flowers, Prochaska, Cullick, Shaw, Wehrli, and Gilmour, aye. Opposed, none. Motion passed unanimously.

VII. Motion: Approval of Certification of the Forest Preserve Commission Meeting Agenda and Meeting Minutes of March 17, 2015.

Commissioner Cullick made a motion to approve the certification of the March 17, 2015 Forest Preserve Commission meeting agenda and minutes. Seconded by Commissioner Prochaska. All, aye. Opposed, none. Motion passed unanimously.

VIII. Motion: Approval of a Change Order to Arborworks, Inc. for Contract #15-002-001 for Felling of Additional Ash Trees at Harris Forest Preserve Based on Extended Per Unit Costs of $12 Per Caliper-Inch DBH for a Total Amount Not-to-Exceed $9,624.00.

Commissioner Cullick made a motion to approve a $9,624.00 change order to Arborworks, Inc. for contract #15-002-001 for felling of additional Ash trees at Harris Forest Preserve. Seconded by Commissioner Flowers. Director Guritz stated that recent inspections of Ash trees at Harris Forest Preserve have identified additional Ash trees adjacent to main trails and shelters that need to be removed.

Commissioner Flowers inquired into how many trees have been removed. Director Guritz stated that in addition to the 226 initially identified, additional trees marked for removal at
Hoover have been removed using up the project contingency. The change order is to remove an additional 67 trees at Harris Forest Preserve.

Roll call: Commissioners Prochaska, Cullick, Flowers, Gilmour, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

IX. Executive Session

None.

X. Other Items of Business

None.

XI. Adjournment

Commissioner Flowers made a motion to adjourn. Seconded by Commissioner Prochaska.
All, aye. Meeting adjourned at 6:47 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
I. Call to Order

Vice-chair Cullick called the meeting to order at 7:02 pm in the Kendall County Board Room, appointing Commissioner Gilmour as a committee representative for the meeting.

II. Roll Call

Commissioners Prochaska, Gilmour, and Cullick all were present.

III. Citizens to be Heard

No public comments offered.

IV. Review of Claims in an Amount not to Exceed $10,123.14

Commissioner Gilmour made a motion to forward claims in the amount of $10,123.14 for Commission approval. Seconded by Commissioner Prochaska.

The Finance Committee commented on the improved claim descriptions presented for the period. Director Guritz reported that management of claims will be undergoing changes with the announced retirement of Jody Strohm from the District. Julie Hanna is working with Becky Antrim and Latreese Caldwell to transition responsibilities for claims management and reporting.

Commissioner Gilmour inquired into claim number 309 for Advanced Roofing. Director Guritz stated that this was for roof repairs completed on the Ellis house approved by Jason Pettit just prior to his resignation from the District.

Director Guritz stated that additional work is needed on the Ellis windows.

Commissioner Cullick inquired into the costs for water supplies for the different programs and facilities, and requested that staff look into possibilities for reducing these costs.

Committee Chair Cullick called the question on the motion. Aye, all. Opposed, none. Motion passed unanimously.

V. Review of Financial Reports of 2/27/15

The Finance Committee reviewed the financial statements for the period ending 2/27/15. Commissioner Prochaska noted that the District is over budget for legal notices. Director
Guritz stated that the posting of public notices will vary year to year, and the recent posting for the call for bids for tree removals incurred charges that placed this line item over budget.

Commissioner Prochaska pointed out the percent of budget expended for Ellis – Program Supplies. Director Guritz stated that purchases will need to be examined, and an analysis performed to determine whether the remaining budget will cover anticipated program supply costs for the remainder of the year.

Commissioner Gilmour stated that the goal is to not exceed the budgets available within the different line items. Director Guritz stated that this is the goal, but in some cases may not be achieved due to unanticipated expenditures, the Big Rock Creek planning initiative being one of these.

The Finance Committee discussed other budget issues related to the financial statements, including revenue projections for District programs including rental events at Ellis.

VI. Personnel Changes Updates

Director Guritz reported that Amy Clever will play a limited role in supporting the equestrian program at Ellis after May of this year, and her management responsibilities will need to be shifted to other staff at Ellis. Discussions have been taking place with Marty Vick to determine whether he would be interested and willing to accept additional responsibilities. Jody Strohm has announced her retirement effective April 10, 2015, and her position will not be filled due to budget constraints. Director Guritz stated that he would be assuming the role of management of the District’s volunteer programs.

VII. 2015 Farm License Agreement Projections

Director Guritz reported that an internal audit of the farm license program was nearing completion. The review revealed that the $175,000 received in 2014 included approximately $37,000 in yield payments from the prior year. The 2015 budget also anticipated increased revenues from expanded agricultural acres under license within the Fox River Bluffs footprint. With the scope of the Fox River Bluffs acquisition reduced to 166 total acres, and the overstatement of anticipated farm license revenue from the prior year, the District will not meet budget projections of $220,000 from farm license base rent and yield payments.

The Finance Committee reviewed the updated farm license agreement spreadsheet distributed for review. Director Guritz reported that $8,526 in yield payments has been credited to the current fiscal year within the financial reports. Director Guritz also reported
that the District will be receiving base rent payments from the prior year(s) from Majestic Nursery and Dan and Don Roberts. Director Guritz is also working with Kendall County GIS to confirm the total acreage under production.

The Finance Committee provided direction to bring the 2015 farm license agreements forward for Commission approval.

The Finance Committee discussed the structure of the overall farm license contracts, and some minor language changes to address certain situations related to certain production areas.

VIII. S&P Bond Rating and Debt Service Fund Report

Director Guritz reported that S&P had reduced the District’s Bond Rating from A with a negative outlook to A- with a negative outlook. Director Guritz stated he worked hard to demonstrate the District’s sound financial position and commitment to balancing the budget, but S&P looked at the deficit in the operating fund, and overstatement of current year revenue projections as impacting the District’s ability to meet its FY 15 approved budget without relying on additional support from the transfer of capital fund interest earnings. Commissioner Prochaska stated that the District’s bonds are still considered an upper grade investment, and was pleased that the bond rating review did not lower the District’s bond rating beyond the A-. Director Guritz stated that there are opportunities for addressing the mechanics of the District’s financial management. In preparation for the bond rating review, debt service fund interest earnings were examined with over $600,000 in interest earnings remaining in the 2007 series bond fund, and $8,000 in interest earnings available for potential transfer from the 2003/2012 debt service fund.

Director Guritz also reported that the District levies ahead of the debt service schedule in order to insure that the debt service fund balances are able to cover the debt service payments when payments are due. As a result, there may be opportunities towards the end of the debt service schedules to secure additional capital funds by issuing bonds refunded by remaining debt service balances.

Director Guritz stated that there are also opportunities to address the budget mechanics issue by coding grounds and maintenance staff salaries and benefits towards completion of capital projects in the 2007 series capital project fund, including cropland conversion scheduled to take place over the next three years.
IX. Executive Session

None.

X. Other Items of Business

None.

XI. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gilmour. All, aye. Meeting adjourned at 8:00 p.m.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District
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**Total FOREST PRESERVE EXPENDITURE** | **12,680.09***

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**Total ANIMAL CONTROL EXPENSE** | **303.83***

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FARM LICENSE AGREEMENT #15-04-001

Baker Woods Forest Preserve – East Section

AGREEMENT made this 21st day of April, 2015 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; 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 Licensor is the owner 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 Licensor desires to have the real estate farmed.

WHEREAS, both Licensee and Licensor 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 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 1, 2015, and ending on December 31, 2015 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $170 per tillable acre for the License year. The Base Rate shall be payable no later than May 30·2015, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:

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

(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. 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 stated 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 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 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, 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, 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.

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.
Licensor:

Kendall County Forest Preserve District

By: _____________________________________ Date: ________________________
    Jeff Wehrli, President

Licensee:

By: _____________________________________ Date: ________________________
    Dan Roberts, Farm Operator

By: _____________________________________ Date: ________________________
    Don Roberts, Farm Operator

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

(((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33% - Base Rent

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

The base rate amount is due May 30.
The flexible rate amount is due December 31.
FARM LICENSE AGREEMENT #15-04-002

Baker Woods Forest Preserve – West Section

AGREEMENT made this 21st day of April, 2015 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor, and Eugene Homerdng, of 2851 Wildy Road, Minooka, IL, 60447, Licensee, including all heirs and assigns.

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

PIN#s: 09-16-200-013

WHEREAS, Licensee desires to use 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 61.0 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 1, 2015, and ending on December 31, 2015 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $165 per tillable acre for the License year. The Base Rate shall be payable no later than May 30th 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 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. 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 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 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 License 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 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 in a careful and prudent manner.
15. 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.

16. 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.

17. 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 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 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.

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: ___________________________ Date: ___________________________
        Jeff Wehrli, President

Licensee:
By: ___________________________ Date: ___________________________
        Eugene Homering, Farm Operator

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

\[
\left(\left(\frac{\text{Average Grain Price} - \text{Basis}}{x} \times \text{Yield}\right) + \text{Crop Insurance}\right) \times 33.33\% - \text{Base Rent}
\]

\[
\left(\left(\frac{5 - 0.30}{20,000} \times 20,000\right) + 0\right) \times 33.33\% - \$20,000 = \$11,330.20
\]

The base rate amount is due May 30.
The flexible rate amount is due December 31.
FARM LICENSE AGREEMENT $15-04-003

AGREEMENT made this 21st day of April, 2015 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and Mark Mathre, of 13505 Newark Road, Newark, IL, 60541, and Tom Mathre, of 10820 Helmar Road, Newark, IL, 60541, IL, Licensee, including all heirs and assigns.

WHEREAS, the Licensor 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 Licensor desires to have the real estate farmed and the buildings utilized.

WHEREAS, both Licensee and Licensor hereby agree that there are 154.91 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 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 1, 2015, and ending on December 31, 2015 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor 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 30th and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:

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

(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. 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 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 pay all utility charges and services to the structures located on the property for the term of this Agreement.

15. Licensee shall use the structures on Licensor 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 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 excepted. 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, 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.

19. 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.

20. 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 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 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.

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: ___________________________ Date: ___________________________
    Jeff Wehrli, President

Licensee:

By: ___________________________ Date: ___________________________
    Mark Mathre, Farm Operator

By: ___________________________ Date: ___________________________
    Tom Mathre, Farm Operator
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 LICENSE AGREEMENT#15-04-004

Millbrook North Forest Preserve

AGREEMENT made this 21st day of April, 2015 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and Majestic Nursery, Licensee, including all heirs and assigns.

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

PIN#: 04-09-100-008

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 2.4 tillable acres on suitable for use by the Licensee, these tillable acres hereinafter referred to as the ‘Subject Property’; and that the Farm License Fee for said tillable acres shall be $230 per acre; 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 1, 2015, and ending on December 31, 2015 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor $230 per tillable acre for the License year, payable no later than May 30th, of each License year. Licensee agrees that each License year this Farm License Fee shall be due by May 30th of each License year and that failure to pay by this Farm License Fee payment date may terminate the 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 stated 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. 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.

8. 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.

9. 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.

10. 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.
11. 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 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.

12. 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 May 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 agrees he will defend, indemnify and hold harmless Licensor, its officers and employees against any and all liability, loss, costs, damages and expenses (including attorney’s fees) which Licensor, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Licensee’s negligence, performance 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.

13. Licensee’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Any attempt to assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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. 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.

20. 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: ____________________________________________ Date: _____________________________
    Jeff Wehrli, President

Licensee:

By: ____________________________________________ Date: _____________________________
    Randy Roberts, Farm Operator
FARM LICENSE AGREEMENT #15-04-005

Henneberry Property

AGREEMENT made this 21st day of April, 2015 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 95 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 1, 2015, and ending on December 31, 2015 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, 2015, and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:

\(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%\) - 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. 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:

PAGE 1 OF 6
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, 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.
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.
   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, 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.

16. 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.

17. 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 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, materials, 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: ___________________________ Date: ___________________________
    Jeff Wehrli, President

Licensee:

By: ___________________________ Date: ___________________________
    Albert Collins, Jr. Farm Operator

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

[((Average Grain Price - Basis) x Yield) + Crop Insurance) x 33.33%] - Base Rent

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

The base rate amount is due May 30.
The flexible rate amount is due December 31.
FARM LICENSE AGREEMENT #15-04-006

Bristol Township – Galena Road Property

AGREEMENT made this 21st day of April, 2015 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, a Body Corporate and Politic, 110 West Madison Street, Yorkville, IL 60560, Licensor, and Donald and Beth Young, of 3135 Covered Bridge Lane, DeKalb, IL, Licensee, including all heirs and assigns.

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

PIN#s: 02-10-400-010 and 02-11-151-003

WHEREAS, Licensee desires to use 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 12.0 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 1, 2015, and ending on December 31, 2015 subject to the conditions and limitations hereinafter mentioned.

Licensee shall pay Licensor a Base Rate of $180 per tillable acre for the License year. The Base Rate shall be payable no later than June 30th and Licensee agrees that failure to pay by this date may terminate this License.

Licensee shall pay Licensor a Flexible Rate equal to:
\[(((\text{Average Grain Price} - \text{Basis}) \times \text{Yield}) + \text{Crop Insurance}) \times 33.33\%\] - 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. For the purposes of this agreement, bushels may be calculated based on presentation of yield derived from calibrated combine harvest data.

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. 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 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 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 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 in a careful and prudent manner.

15. 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.

16. 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.

17. 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 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 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.
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: ______________________________ Date: _______________________
    Jeff Wehrli, President

Licensee:

By: ______________________________ Date: _______________________
    Donald Young, Farm Operator

By: ______________________________ Date: _______________________
    Beth Young, Farm Operator

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.
Section 1.2 Anti-Harassment Policy

It is the policy of the Kendall County Forest Preserve Office to promote a productive work environment and not to tolerate any conduct in the workplace that harasses, disrupts, or interferes with another’s work performance or that creates an intimidating, offensive, or hostile work environment. Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated against any applicant or employee on the basis of the individual’s sex, color, race, religion, national origin, ancestry, age, marital status, order of protection status, military status, veteran status, unfavorable discharge from military service, sexual orientation, pregnancy, genetic information, disability, and/or any other basis prohibited by federal, state, and/or local laws, regulations and ordinances (hereinafter collectively referred to as “protected categories”).

Each supervisor and manager has a responsibility to keep the workplace free of any form of unlawful harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee’s refusal or willingness to submit to sexual advances will affect the employee’s terms or conditions of employment. Other sexually harassing or offensive conduct in the workplace, whether committed by supervisors, non-supervisory employees, or non-employees, is also prohibited. This conduct includes: unwanted physical contact or conduct of any kind, including sexual flirtations, touching advances, or propositions, verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references, demeaning, insulting, intimidating, or sexually suggestive comments about an individual’s personal appearance, the display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs, demeaning, insulting, intimidating or sexually suggestive written, recorded, or electronically transmitted messages. Any of the above conduct or any other form of offensive and unwelcome conduct directed at individuals because of their protected categories is also prohibited.

Any employee who believes that a supervisor’s, other employee’s, or non-employee’s actions or words constitute unlawful harassment has a responsibility to report or complain about the situation as soon as possible. The report or complaints should be made to the employee’s immediate supervisor, or the Director of Kendall County Forest Preserve. If the complaint involves the immediate supervisor or the Director, the employee may file a written complaint with the President or Vice President of the Forest Preserve District Board of Commissioners. All complaints of harassment will be investigated promptly and in an impartial and confidential manner as possible. Employees are requested to cooperate in any investigation. A timely resolution of each complaint should be reached and communicated to the parties involved.

Any employee or supervisor who is found to have violated the harassment policy may be subject to appropriate disciplinary action, up to and including termination of employment. The Kendall County Forest Preserve prohibits any form of retaliation against employees for bringing complaints of harassment pursuant to this policy or for providing information about alleged harassment in the workplace. However, if an individual makes a false complaint of alleged harassment and/or provides false information during a harassment investigation, the individual may be subject to disciplinary action, up to and including termination of employment.
An employee who believes that he or she has been the subject of harassment or retaliation for complaining about harassment also has a right to file a charge of civil rights violations with the Illinois Department of Human Rights within 180 days of the harassment, to have that charge investigated by the Department and, if substantial evidence to support the charge is found to exist, to have such an opportunity as is provided by law and applicable regulations to engage in conciliation with the employer and/or to have the charge heard in a public hearing before an Administrative Law Judge of the Illinois Human Rights Commission.

For further information, any such employee may call or write to:
  Illinois Department of Human Rights
  100 West Randolph Street, Rom 10-100
  Chicago, Illinois  60601
  Telephone: 312-814-6200

Or   Illinois Human Rights Commission
     100 West Randolph Street, Room 5-100
     Chicago, Illinois  60601
     Telephone: 312-814-6269
Forest Preserve District Program Exhibitor and Vendor Agreement # ______

This Agreement entered into by and between __________________________ (hereinafter referred to as the “Exhibitor”), and whose designated representative shall be _______________ and whose telephone number is ______________, with a primary residence at _______________________________ and the Forest Preserve District of Kendall County, with offices at 110 West Madison Street, Yorkville, Illinois 60560, a body politic and corporate (hereinafter referred to as the “District”), whose representative shall be _______________ and whose telephone number is ______________.

ARTICLE I – PROGRAM INFORMATION.

A. Name of Program: __________________________

B. Date of Program: __________________________

C. Location of Program: __________________________

D. Time of Program: __________________________

E. Work to Commence: __________________________

F. Special Instructions: __________________________

ARTICLE II – FEES, CHARGES AND PAYMENT PROVISIONS.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Page 1 of 10
ARTICLE III – EXHIBIT DESCRIPTION.

A. Exhibit Dimensions and Description:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

For purposes of this Agreement, the activities described herein to be performed by Exhibitor under this Agreement are hereinafter referred to as “Exhibitor Activities.”

B. Description and Schedule of Costs of Items for Sale to the General Public: (Use additional sheets if necessary and label Addendum I):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

C. District Exhibit Requirements (special instructions):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

ARTICLE IV – WORK AND CONSIDERATIONS.

A. Exhibitor agrees to perform the Exhibitor Activities throughout the event. The time of the event is ________________________.
B. Exhibitor must be present during the entire event. Set up must be completed prior to the event start time.

C. Exhibitor shall be solely responsible for his or her equipment and/or other personal property, and assumes all liability for any damage to said equipment and/or personal property or loss thereof. Exhibitor hereby waives and releases all claims of every nature against the District, their elected officials, organizers, employees, volunteers and sponsors from any liability, and damage or loss to Exhibitor’s equipment or personal property. In this regard, Exhibitor is encouraged to obtain insurance coverage as he or she deems appropriate at their expense.

D. Exhibitor and all Exhibitor’s agents have signed the attached waiver of liability.

E. Exhibitor agrees to manage all sales transactions in accordance with all applicable federal, state and local laws and regulations, including applicable sales tax laws of the State of Illinois.

F. The District reserves the right to remove any items or equipment it deems to be inappropriate for the venue.

G. Other considerations:

   
   
   

ARTICLE V—CHANGES.

Exhibitor shall perform only the Exhibitor Activities specified herein. No additional activities shall be performed unless prior written approval for such additional activities has been authorized by the District pursuant to a properly executed written Change Order.

ARTICLE VI — INSPECTION AND ACKNOWLEDGEMENT.

Exhibitor represents that it has inspected and thoroughly examined the premises where the Exhibitor Activities will be performed. Exhibitor’s failure to inspect and examine the premises resulting in its subsequent inability to perform the Exhibitor Activities shall in no way relieve it of the obligations of this Agreement. Exhibitor knowingly and voluntarily assumes all risk of injury and damage to Exhibitor and Exhibitor’s property, employees, subcontractors, agents and others working for the Exhibitor and Exhibitor waives and releases all claims of every nature against the District, their elected officials, organizers, employees, volunteers and sponsors, along with any participating agencies, from any and all liability that may arise, including, but not limited to claims of personal injury or property damage. Exhibitor agrees to fully advise all of its employees, subcontractors, agents and others working for the Exhibitor at the facility of any and all risks associated with the facility and the program itself, as well as
of all necessary environmental, safety, and health procedures required by applicable federal, state or local law, rule or regulation, or by any District ordinance, rule or policy.

ARTICLE VII – LIMITATION OF LIABILITY.

Notwithstanding anything to the contrary herein contained, The District's liability to Exhibitor shall be limited to a return of any fees actually paid. Exhibitor hereby waives any and all rights to indirect or consequential damages relating to the use or non-use of the District property and facilities pursuant hereto.

ARTICLE VIII – INDEMNIFICATION.

Exhibitor shall defend with counsel of The District's own choosing, hold harmless and indemnify the District, including its past, present, and future board members, officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent, wanton, willful or intentional acts, errors or omissions of Exhibitor in performing the Exhibitor Activities provided for in this Agreement or the negligent, wanton, willful or intentional acts, errors or omissions of any agent, subcontractor or consultant hired to perform any service on behalf of Exhibitor in relation to the performance of this Agreement or the Activities outlined herein.

Nothing contained herein shall be construed as prohibiting the District, its elected officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The District's participation in its defense shall not remove Exhibitor's duty to indemnify, defend, and hold the District harmless, as set forth above. The District does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or any other law by reason of indemnification or insurance.

The obligation on the part of Exhibitor to defend, hold harmless and indemnify the District shall survive the expiration or termination of this Agreement.

ARTICLE IX – INSURANCE REQUIREMENTS.

Unless otherwise authorized in writing by the District's Executive Director, Exhibitor and each of its agents, subcontractors and consultants hired to perform any of the Exhibitor Activities provided for herein shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure Exhibitor and, where appropriate, the District against claims and liabilities which may arise out of the performance of the Exhibitor's Activities referred to in this Agreement. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the District. The specific insurance coverages to be provided by Exhibitor are set forth in Addendum II titled “Insurance Requirements,” which is attached hereto and made a part of this Agreement.
ARTICLE X – FREEDOM OF INFORMATION ACT.

Program Participant agrees to furnish all records related to this agreement and any documentation related to the Forest Preserve District of Kendall County required under an Illinois Freedom of Information Act (FOIA) request within five (5) business days after the District issues notice of such request to the Program Participant (5 ILCS 140/1 et. seq.). Contractor agrees to not apply any costs or charge any fees to the District regarding the procurement of records required pursuant to a FOIA request.

ARTICLE XI – ASSIGNMENT.

Exhibitor shall not sell, assign or otherwise transfer its rights under this Agreement to any third party without the prior written approval of the District. Any assignment, sale or other transfer shall not relieve Exhibitor of any responsibility hereunder unless agreed to in writing by the District.

ARTICLE XII – CHOICE OF LAW AND VENUE.

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

ARTICLE XIII – TERMINATION AND SURVIVAL.

This Agreement may be terminated by District without cause upon thirty (30) days’ written notice. Additionally, the District reserves the right to immediately terminate this Agreement in the event of a breach of any term or provision hereof. Any fees paid will not be refunded should the termination of this Agreement result from a request for cancellation or a breach in terms of this Agreement by Exhibitor.

ARTICLE XIV – RECOVERY OF COSTS.

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Forest Preserve District of Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, is required to use the services of an attorney, then the District shall be entitled to reasonable attorneys’ fees, court costs, expenses and expert witness fees incurred by the District pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

ARTICLE XV – FOOD SERVICE.

Exhibitor agrees that food service shall be limited to prepackaged food and beverages only. A Kendall County Health Department Permit/License is required for approval to sell or serve any prepared food or beverages.
ARTICLE XVI – COMPLIANCE WITH STATE AND FEDERAL LAWS.

Exhibitor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

ARTICLE XVII – COUNTERPARTS.

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

ARTICLE XVIII - OTHER AGREEMENT PROVISIONS.

ARTICLE XIX—CONTACT INFORMATION.

A. District Staff Contact Information:

Facility: ____________________________

Contact: ____________________________

Address: ____________________________

City, State, ZIP: ____________________________

Phone/FAX/E-mail: ____________________________

B. Exhibitor Information:

Business name (if incorporated): ____________________________

Name of representative (individual): ____________________________

Address: ____________________________

City, State, ZIP: ____________________________

Phone/FAX/E-mail: ____________________________
ARTICLE XX- NOTICE.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, to the persons and addresses listed in Article XIX.

ARTICLE XXI - FORCE MAJEURE.

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

ARTICLE XXII - AUTHORITY TO EXECUTE AGREEMENT.

The District and Exhibitor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

ARTICLE XXIII - ENTIRE AGREEMENT.

The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be changed or modified only by a further written agreement between the parties, and no change or modification shall be effective unless properly approved and executed by each party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the ____ day of ____________, 2015.

EXHIBITOR

By: ____________________________
Signed (Exhibitor)

DISTRICT

By: ____________________________
Executive Director
Please deliver a signed original of this completed Program Exhibitor and Vendor Agreement to:

Contact: ________________________________________
Facility: _________________________________________
Address: _________________________________________
City, State, ZIP: __________________________________
FAX: ____________________________________________
Phone: ___________________________________________

Please submit pre-event and post event receipts and payments as specified in this Agreement to:

Contact: Rebecca Antrim
Forest Preserve District of Kendall County
110 West Madison Street
Yorkville, IL 60560
ADDENDUM II – INSURANCE REQUIREMENTS.

No less than ten (10) days prior to the date of the subject Program, Exhibitor shall deposit with the Forest Preserve District of Kendall County certificates evidencing the insurance as is to provide hereunder.

The insurance coverage’s shall include, but not necessarily be limited to, the following:

(A) Worker’s Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer’s Liability coverage under the Worker’s Compensation policy shall have limits of not less than $500,000 each accident/injury; $500,000 each employee/disease; $500,000 policy limit.

(B) General liability insurance protecting Exhibitor against any and all public liability claims which may arise in the course of performance of the Exhibitor Activities. The limits of liability shall be not less than as follows:

If written under Comprehensive General Liability Policy Form:
(i) Bodily injury: $1,000,000 per occurrence and $2,000,000 aggregate per project;
(ii) Property damage: $1,000,000 per occurrence and $2,000,000 aggregate per project;
(iii) Bodily injury and property damage combined: $1,000,000 per occurrence and $2,000,000 aggregate per project;
(iv) Personal injury: $2,000,000 aggregate per project.

If written under Commercial General Liability policy form:
(i) $2,000,000 general aggregate per project;
(ii) $1,000,000 products completed operations aggregate;
(iii) $1,000,000 personal and advertising injury;
(iv) $1,000,000 per occurrence;
(v) $1,000 medical expenses (any one person).

(C) Commercial automobile liability insurance covering Exhibitor’s owned, non-owned, hired and leased vehicles which protects Exhibitor against automobile liability claims whether on or off the District’s premises with coverage limits of not less than $1,000,000 per accident bodily injury/property damage combined single limit.

(D) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate.

The Forest Preserve District of Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of the Forest Preserve District of Kendall County. Also, the Forest Preserve District of Kendall County shall be designated as the certificate holder.

The District reserves the right to necessitate further insurance requirements should the Subject Program or Exhibitors’ activities demand it.
WAIVER AND RELEASE OF LIABILITY AGREEMENT

READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT (THE "RELEASE") CAREFULLY. THIS RELEASE INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. BE AWARE THAT BY EXECUTING THIS RELEASE AND PARTICIPATING IN THIS EVENT, YOU WILL BE EXPRESSLY ASSUMING THE RISK AND LEGAL LIABILITY, AND WAIVING AND RELEASING ANY CLAIMS FOR INJURIES, DAMAGES, OR LOSS WHICH YOU MIGHT SUSTAIN AS A RESULT OF ANY ACTIVITIES CONNECTED WITH PARTICIPATION IN THE EVENT.

I am participating at my own risk, and to the fullest extent authorized by law, I hereby release, waive all claims of every nature, hold harmless and covenant not to file suit against the Kendall County Forest Preserve District, their elected officials, the organizers, employees, volunteers, agents and sponsors along with any other participating agencies in respect to any personal loss, property damage, bodily injury, or death resulting from participation in these activities. I understand that attendance at this event is not without risk to me, my family and my guests, and I fully assume such risks and liability.

I understand that this is a legal document with effects that I approve and authorize.

I, the undersigned, have read, have understood, and do accept the above waiver and sign it voluntarily.

Signature: ___________________________  Date: ___________________________
Printed Name: ______________________