LPNR Division Grassland Management and Row Crop Lease PLV 5 and PLV 6

McHENRY COUNTY CONSERVATION DISTRICT
Lost Valley Visitor Center
6316 Harts Road
Ringwood, IL 60072
Phone: (815) 678-4532
Fax: (815) 678-4795
MCCDistrict.org

Invitation Number: 01.20.08.01

Date of Bid Issuance: 3/18/2020
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INVITATION TO BID

McHENRY COUNTY CONSERVATION DISTRICT
Lost Valley Visitor Center
6316 Harts Road
Ringwood, IL  60072
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LPNR Grassland Management and Row crop Lease Bid PLV 5 and PLV 6

Public notice is hereby given that sealed bids will be received at the McHenry County Conservation District located at Lost Valley Visitor Center, 6316 Harts Road, Ringwood, Illinois until 9:00 a.m. on March 31, 2020.

LPNR Grassland Management Lease for various District sites, as described in the Contract Documents and detailed in the Contract Specifications.

Plans and specifications for the above are available at the Lost Valley Visitor Center, 6316 Harts Road, Ringwood, Illinois between the hours of 9:00 a.m. and 11:00 a.m., on Tuesday March 24, 2020 or on the District’s website at www.mccdistrict.org under "Bids and Requests". If you have any questions or need assistance in obtaining the bid packet, contact Brad Woodson at 815-678-4532 x 8150 or bwoodson@mccdistrict.org.

The Board of Trustees of the McHenry County Conservation District reserves the right to accept any part, or all of any bids, and to reject any and all or parts of any and all bids. Any proposal, which contains items, not specified or which does not complete all the items scheduled for bid, shall be considered informal and shall/may be rejected on this basis.

By: Board of Trustees
McHenry County Conservation District

PUBLISH DATE: 3/18/2019
General Instructions to Bidders
(Please note temporary changes in instructions due to public meeting restrictions)

1. **Documents:** Bidders must use bid forms as provided within.

2. **Examination:** Bidders shall call to visit the site if a walk over is possible. Bidders should call the Contact person is listed on each separate parcel as proposed in Attachment A to see if a walk over is possible due to current public meeting restrictions.

3. **Award:** Parcels are to be bid individually. The bidder who is the highest bidder for each parcel will be the successful bidder. The successful bidder will be issued a written notice of award.

4. **Execution of Lease:** A lease will be executed within 15 business days of acceptance of the bidder or as soon as possible given existing meeting constraints. The generic lease is attached and sets forth the scope of work required and documentation needed.

5. **Rental Rates:** Rental rate shall be a price per acre.

6. **Rent Due Dates:** 50% of rent is due May 15, 2020, 50% of rent is due December 1, 2020.

7. **Bid Form:** Review information under each individual parcel for length of lease, acres and other information pertaining to each individual lease.

8. **Grazing Sections Only:** These leases shall be for grazing only. Cow may graze from June 1 to October 15, 2020. No more than 40 animal units may graze the 187 acre PLV-5 Field 1 at one time during this lease. No more than 15 animal units may graze the 64 acre PLV-6 Field 5 at one time during this lease.

9. **Herbicide Restriction:** The Lessee shall not use any herbicides that have any residual carry over effect past the current growing season.
BID PROPOSAL/FORM

In compliance with the dated invitation to bid, the undersigned hereby proposes to lease the following farmland being offered for lease.

________________________________________
Signature

Uniform Bid Proposal

Name of Bidder (please print): ________________________________

Farm Name: ________________________________

Address: ________________________________

Phone Number (Home) ______________________ (Cell) ______________________

Email: ________________________________

<table>
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<tr>
<th>Parcel</th>
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<th>Field</th>
<th>Area</th>
<th>Access</th>
<th>Lease Term</th>
<th>Price/acre</th>
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<tr>
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<td>187</td>
<td>Field 1, Grazing</td>
<td>Pleasant Valley</td>
<td>T44N, R7E, SW Sec 31 T43N, R7E, NW Sec 6</td>
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<td>Pleasant Valley</td>
<td>T44N, R6E, SW Sec 36</td>
<td>1 Year</td>
<td></td>
</tr>
</tbody>
</table>

Additional Information:

Corn base on PLV 6 is 177.2 Acres
FSA/PLC corn yield is 133 bu/acre
Land Preservation and Natural Resource Division
Grassland Management Lease Agreement

GRASSLAND MANAGEMENT LEASE AGREEMENT, made and entered into this ______ day of
_____, 20___, between MCHENRY COUNTY CONSERVATION DISTRICT, a conservation district organized and existing
under the laws of the state of Illinois and having its principal administrative offices at 18410 U.S. Highway 14, Woodstock, Illinois
60098 (hereinafter referred to as “Lessor”), and __________________________________________ (hereinafter referred to as
“Lessee”).

WITNESSETH, That Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be
kept and performed by Lessee, has, by these presents, demised and leased to Lessee, the following described real estate, to-wit:

Pin(s) # __________________________

Located in part of Section ___ and part of the ____ of Section ___, ___. Township;

Being that part of what is commonly known as the ___ parcel, (parent site)
in the County of McHenry and State of Illinois containing about __________+/- acres as depicted and described in Exhibit A attached
hereto and made a part hereof (hereinafter referred to as the “Premises”).

TO HAVE AND TO HOLD THE SAME to Lessee, from the ______ day of ____________ ______ to the ______ day of
______, 20___, and Lessee, in consideration of the leasing of the Premises as set forth above, covenants and agrees
with Lessor, to pay Lessor, at 18410 U.S. Highway 14, Woodstock, Illinois 60098, $_______ as rent for the same, the following:

Annual rent shall be payable as follows:
a) __________________________
b) __________________________

It is further expressly understood and agreed between the parties hereto, as follows:

1. Lessee’s Farming Operation and Assumption of Risk: Except as may be otherwise expressly agreed herein, Lessee
shall be solely responsible for furnishing all machinery, equipment, labor, fuel, power, seed, inoculation, disease-
treatment materials, fertilizers and any other items necessary to properly farm the Premises. All costs and expenses
associated with such items shall be paid solely by Lessee and Lessee shall not permit any lien related to Lessee’s
farming operation to stand against the Premises. Lessee takes possession of the Premises subject to the hazards of
operation a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance
of farming operations or in performing repairs on any improvements related to it.

2. Real Estate Tax Assessment: Lessor and Lessee will mutually cooperate with the McHenry County Collector to
insure that the bill or bills reflecting any taxes levied against the leasehold estate created hereby are mailed directly to
Lessor. Lessor will pay said tax bills for the subject taxes.

3. No Partnership Created: This Grassland Management Lease Agreement shall not be deemed to give rise to a
partnership relation, and neither party shall have authority to obligate the other without written consent.

4. Government Programs: Lessor makes no representations or warranties regarding the Premises’ or the Lessee’s
eligibility to participate in any farm programs that may exist; federal, state or local. It is the Lessee’s responsibility to
perform due diligence and make decisions for their farming operation that includes determining any desired eligibility
in concert with the agencies responsible for administering such programs. Lessee understands and acknowledges that
in the event Lessor’s consent is a requirement for participation in a farm program; such consent may be withheld at
Lessor’s sole and absolute discretion. Therefore, if any such consent of Lessor is to be desired by Lessee, Lessee shall
make appropriate inquiries of Lessor and determine to Lessee’s satisfaction that the consent can be obtained prior to
entering into this Grassland Management Lease Agreement. To the extent such eligibility exists and participation has
been or is established, Lessee shall follow NRCS, FSA and/or other applicable agency recommendations and fulfill all
other requirements to maintain any rights of current and future Lessees of the Premises to participate in such programs.

5. Crop Acreage Certification: Lessee shall coordinate with the Farm Service Agency (“FSA”) on any required crop
acreage certification.

6. Use Restrictions:
   a. The Premises shall be used by Lessee solely for the production of hay and Lessee agrees not to plow any part
   of the Premises without the express written consent of Lessor.
b. Lessee agrees to abide by any designated access instructions that may be described or depicted in Exhibit A and adhere to the restrictions therein pertaining to the Number of Cuttings per Year, Earliest Cutting Date and Latest Cutting Date as well as the Best Management Practices and Contact Requirements.

c. Lessee understands that Lessor’s principal purpose for this Grassland Management Lease Agreement is to accomplish vegetation management and agrees that all areas of the Premises shall be cut, including all brush.

d. The Lessee shall apply no chemicals or municipal sludge to the Premises without the express written permission of Lessor.

e. The Lessee shall not install any new drainage tile lines or create any new ditches or repair any existing drainage tile lines or ditches on the Premises without the express written consent of Lessor.

f. Lessee agrees not to erect or permit to be erected any structure or building on the Premises.

g. Lessee also agrees not to permit, encourage, or invite other persons or property standing in the interest of Lessor of and from any and all risks, suits, damages, expenses, or claims arising out of or due to the negligence of Lessee or arising in any way from the entry into this Grassland Management Lease Agreement by Lessor and Lessee.

7. Conservation Plan: Lessee shall work with the USDA - Natural Resource Conservation Service ("NRCS"), located at 1648 S. Eastwood Drive, Woodstock, IL 60098 (Phone: 815-338-0099 ext. 3), and Lessor in developing a Grassland Management Plan (or review, update and amend as needed any previously developed plan for the Premises) and provide a copy of same to Lessor within sixty (60) days of the date that this lease has been executed by all parties. Lessee shall comply fully with the Conservation Plan and failure by Lessee to so comply shall be considered as a default under this Grassland Management Lease Agreement. The Conservation Plan shall be kept on file with Lessor and NRCS and any modifications to the Conservation Plan during the term of this Grassland Management Lease Agreement shall be done in consultation with NRCS and shall require the written approval of the Lessor. The Conservation Plan that is developed as described and any approved modification to it is incorporated herein by reference.

8. Indemnification: Lessee hereby covenants and agrees that it will indemnify and hold Lessor, its agents, employees, assigns, successors, transferees, licensees, invitees or any other persons or property standing in the interest of Lessor of and from any and all risks, suits, damages, expenses, or claims arising out of or due to the negligence of Lessee or arising in any way from the entry into this Grassland Management Lease Agreement by Lessor and Lessee.

9. Insurance: Prior to accessing the Premises, the Lessee and any contactor of Lessee shall provide Lessor with a Certificate of Liability Insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, evidencing commercial general liability insurance in an amount not less than ONE MILLION AND NO/100THS ($1,000,000.00) each occurrence and naming Lessor as an additional insured there under with said liability insurance to extend throughout the term of this Grassland Management Lease Agreement with the following wording: “Primary and Non-Contributory Additional Insured: McHenry County Conservation District”. Said insurance shall provide, by endorsement, for not less than thirty (30) days’ prior written notice to Lessor in the event of cancellation. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best’s Key Rating Guide. If Best’s rating is less than A VII or Best’s rating is not obtained, the Lessor has the right to reject insurance written by an insurer it deems unacceptable. The failure of the Lessor to demand such certificate(s), endorsements(s) or other evidence of full compliance with these insurance requirements or failure of the Lessor to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Lessee’s and any contractor’s obligation to maintain such insurance. The Lessor shall have the right of prohibiting Lessee or any employee, agent or contractor from entering the Premises until such certificate(s) and endorsement(s) in complete compliance with these requirements have been received.

10. Surrender of Possession: Upon the expiration of this Grassland Management Lease Agreement, Lessee shall yield possession of the Premises to Lessor without any further demand or notice of any kind whatsoever in as good a condition as tendered by Lessor upon the commencement of the Lease.

11. Cancellation Provision: The Lessor reserves the right to cancel this Grassland Management Lease Agreement provided notice of intent to cancel for the following year is sent to Lessee by January 31st of the new lease year. The Lessor reserves the right to cancel for any reason deemed to be in the best programmatic interests of the Lessor including but not limited to wetland mitigation purposes and grant requirements. The Lessee has the right to cancel this Grassland Management Lease Agreement provided notice of intent to cancel for the following year is given by September 1 in the current lease year.

12. Compliance with Laws and Regulations: Lessee agrees to abide by all federal, state, and county laws as well as all of Lessor’s rules and regulations, as adopted from time-to-time.

13. Permission to Receive Geospatial Data: The Lessee agrees that McHenry County Conservation District may receive all geospatial data related to the acreage being leased protected under Section 1619 of the Farm Bill.

14. Covenant Against Assignment or Sublease: Lessee shall not assign or sublease all or any interest in this Grassland Management Lease Agreement without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion.

15. District Programs: Lessor reserves the right to use property for McHenry County Conservation District programs at any time as it is deemed to be in the programmatic interests of the District. Any crop loss or damage occasioned by said uses shall be documented and agreed upon by Lessor and Lessee based upon the fair market value of the lost or damaged crops and Lessee shall thereupon be indemnified by Lessor for said losses. The Lessor further reserves the right to use this property for its Hunting Program at such time that existing crops are harvested and removed. The Lessor reserves the right to require fall tillage modifications for this purpose.

16. Hunting: Lessee hereby agrees that, during the term of this Grassland Management Lease Agreement, it shall not allow or permit any hunting activities to be undertaken on the Premises, with the exception being the Lessor’s Hunting Program described in Paragraph 14 herein. Any such activity shall be a default hereunder and a basis for immediate termination of this Grassland Management Lease Agreement.

17. Inspection: Lessor’s employees may, at any time, enter upon the Premises for the purpose of inspecting the Premises or on other proper business of Lessor. Any crop loss or damage occasioned by said inspection shall be documented and agreed upon by Lessor and Lessee based upon the estimated fair market value of the lost or damaged crops and Lessee shall thereupon be indemnified fully by Lessor for said losses.
18. Rights of Third Parties: Lessor reserves the right to grant access and use rights to third parties for research or other purposes unrelated to agricultural production however any crop loss or damage occasioned by rights granted by Lessor to third parties shall be documented and agreed upon by Lessor and Lessee based upon the fair market value of the lost or damaged crops and Lessee shall thereupon be indemnified by Lessor for said losses. Lessor shall not grant any rights to third parties that will result in a reduction of acres without obtaining Lessee’s written consent thereto, in which case the rent due would be adjusted accordingly.

19. Costs of Litigation: If in the event Lessor or Lessee shall default under any terms or conditions set forth in this Grassland Management Lease Agreement and the other party hereto shall be forced thereby to pursue recovery of its costs or any other remedy in a court having competent jurisdiction in the Premises, the prevailing party in said litigation shall be entitled to recover its costs and reasonable attorneys’ fees.

20. Notices: Any and all notices, demands, and requests required or permitted hereunder shall be deemed to have been sufficiently given if mailed by certified mail, return receipt requested, or delivered by courier as follows:

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

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

21. Proof of Documents: On an annual basis the Lessee shall provide: a) State of Illinois Pesticide Applicators License for the Lessee and each subcontractor who will apply pesticide on the property; b) list of persons that will work on the property; c) any updates to Lessor-approved Conservation Plan (CP); d) proof of insurance per the specification outlined in the Farm Lease Agreement; e) up-to-date contact information of the Lessee; f) proof of a application of nutrients; g) proof of application of pesticides; h) comprehensive list of all herbicides used in the preceding 12 months by December 1st of each year – including the trade name of each chemical, time(s) applied and rate per acre; i) results of any soil samples taken and j) documentation of the Average Production History (APH) through the Risk Management Association (RMA) Insurance. Additional documents may be required pursuant to the Conservation Plan referenced in Paragraph 7 hereof.

21. Default by Lessee: If and in the event any payment due or to become due hereunder shall not be paid when and as due, including, without limitation, the payment of rent stipulated herein, a late payment charge equal to five (5%) percent of the sum otherwise due shall be added to the payment due from Lessee and, in addition, any delinquent rent shall accrue interest from the due date at the rate of twelve (12%) percent per annum until paid. Nonpayment of rent shall be a default as of the day following the day upon which it is otherwise due pursuant hereto and, at the option of the Lessor, shall be a basis for immediate termination of this Grassland Management Lease Agreement and the tenancy created hereby by Lessor if notice of said termination is delivered to Lessee. If default is made by Lessee with respect to the duties of Lessee contained in the Conservation Plan referenced in Paragraph 7 hereof or any other covenant herein contained to be kept by Lessee, Lessor may provide Lessee written notice of said default in conformance with Paragraph 19 hereof and allow Lessee sixty (60) days to cure same. In the event said default is not cured to Lessor’s satisfaction within said sixty (60) day period, Lessor may by notice to Lessee declare this lease immediately terminated. In the event of termination for reason of default by Lessee, Lessee shall surrender possession of the Premises demised hereby and, in addition, Lessor may, at its option, pursue the recovery of any and all sums due from Lessee including, without limitation, delinquent rent, late charge, interest and any damages it may have suffered.

22. Covenant Against Hypothecation: Lessee shall not pledge, hypothecate, assign, transfer, sublease, or alienate in any manner whatsoever any interest in and to this Grassland Management Lease Agreement or the tenancy hereby created as collateral for indebtedness without, in each and every case, the prior written consent of Lessor, which consent Lessor may withhold or deny at its sole and absolute discretion.

23. Successors and Assigns: This Grassland Management Lease Agreement shall be binding upon Lessor hereto and their respective heirs, devisees, successors, and assigns, as the case may be unless the Lessee violates the provisions hereof or Lessor is ordered by the granting agency to cancel the lease. This Grassland Management Lease Agreement shall be binding upon the Lessee unless the Lessee shall give notice to cancel not less than six (6) months prior to September 1st, in any lease year during the term hereof. Lessee shall not assign or sublease all or any interest in this Grassland Management Lease Agreement without the prior written consent, in each instance, of Lessor, which consent may be withheld or denied by Lessor at its sole and absolute discretion. For the purposes hereof, if and in the event the Lessee is not a natural person, an assignment, transfer, sale or hypothecation of the membership interest or stock of Lessee equal to more than ten (10%) percent of the outstanding interest therein or shares thereof, as the case may be, is prohibited without the prior written consent of Lessor hereunder.

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

MCHENRY COUNTY CONSERVATION DISTRICT

By: ________________________
Elizabeth S. Kessler, MBA, CPRE
Executive Director

LESSEE

By: ________________________

Date: _______ day of ______, ______

Date: _______ day of ______, ______
Agriculture Lease Agreement

FROM
McHenry County Conservation District
18410 U.S. Highway
Woodstock, Illinois 60098

TO
______________________, Illinois
______________________

Dated ____________
Expires ____________
DEPICTION AND DESCRIPTION OF LEASED PREMISES
**Legend**

- Farm fields
- Farm Lease Parcels
- Agriculture field border
- Agriculture filter strip
- Connection
- Grassed Waterway
- Non-cropland
- Trail Buffer
- Water
- District Sites

**Joint Grassland Venture Lease**

**Pleasant Valley**

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