

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
170 101297	JOHN DEERE FINANCIAL	2/1/19	ELLIS SUPPLIES	02/28/19	27021127087	PROG SUPPLIES - ELLIS B-D	125.21 125.21*
ELLIS BIRTHDAY PARTIES							125.21*
ELLIS WEDDINGS							
171 061826	FREE PRESS NEWSPAPERS	2/1/19:EL	EL-WEDDING PROMO	02/28/19	27021207081	PROMO/PUBLICITY - ELLIS W	160.00 160.00*
HOOVER							160.00*
172 140937	NICOR	2/11/19:MOON	MOONSEED	02/28/19	27022006860	HOOVER - GAS	35.88
173 140937	NICOR	2/11/19:HOUSE	HOOVER HOUSE	02/28/19	27022006860	HOOVER - GAS	90.46
174 140937	NICOR	2/11/19:ROOK	HOOVER ROOKERY	02/28/19	27022006860	HOOVER - GAS	177.40
175 140937	NICOR	2/11/19:MAINT	HOOVER MAINT BLDG	02/28/19	27022006860	HOOVER - GAS	173.07
176 140937	NICOR	2/11/19:ML	MEADOWHAWK	02/28/19	27022006860	HOOVER - GAS	39.41
177 140937	NICOR	2/11/19:SHOP	HOOVER SHOP	02/28/19	27022006860	HOOVER - GAS	45.73
178 140937	NICOR	2/11/19:KING	KINGFISHER	02/28/19	27022006860	HOOVER - GAS	185.84
179 140937	NICOR	2/11/19:BLAZING	BLAZING STAR	02/28/19	27022006860	HOOVER - GAS	150.65 898.44*
Total ELLIS WEDDINGS							160.00*
180 031510	COMMONWEALTH EDISON	2/4/19:BATH	HOOVER BATHHOUSE	02/28/19	27022006861	HOOVER - ELECTRIC	463.04
181 031510	COMMONWEALTH EDISON	2/4/19:MULT	HOOVER MULTIPLES	02/28/19	27022006861	HOOVER - ELECTRIC	1,360.15
182 031510	COMMONWEALTH EDISON	2/4/19:HOUSE	HOOVER HOUSE	02/28/19	27022006861	HOOVER - ELECTRIC	89.09 1,912.28*
183 211430	UNIQUE PRODUCTS & SERVICE	358395	HOOVER-ICE MELT	02/28/19	27022006865	HOOVER - GROUNDS MAINTENA	430.22 430.22*
184 021907	ASHLEY BROWN	19-00023	ML SEC DEP RTN	02/28/19	27022007088	HOOVER SECURITY DEPOSIT R	55.00
185 111835	DOUG KREIGER	18-00315	BUNKHOUSE SEC DEP RT	02/28/19	27022007088	HOOVER SECURITY DEPOSIT R	100.00
186 120550	STEPHEN LEROY	18-00323	BUNKHOUSE SEC DEP RT	02/28/19	27022007088	HOOVER SECURITY DEPOSIT R	100.00
187 192037	JENNIFER STEINBACH	18-00308	BUNKHOUSE SEC DEP RT	02/28/19	27022007088	HOOVER SECURITY DEPOSIT R	100.00 355.00*
Total HOOVER							3,595.94*
188 130506	MENARDS	42229	WINTERFEST SUPPLIES	02/28/19	27024006835	NATURAL AREA VOLUNTEER SU	11.76
189 196140	TACO GRILL & SALSA BAR	WINTERFEST	WINTERFEST-FOOD TRUC	02/28/19	27024006835	NATURAL AREA VOLUNTEER SU	404.80 416.56*
Total NATURAL AREA VOLUNTEER							416.56*
GROUNDS & NATURAL RESOURCES							
190 150529	OFFWORLD DESIGNS	19020710	UNIFORMS	02/28/19	27025006240	UNIFORMS	55.00 55.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
191 190563	SERVICE SANITATION, INC	7670185	PORTABLE RESTROOMS	02/28/19	27025006847	REFUSE PICKUP - GROUNDS &	67.00 67.00*
192 140937	NICOR	2/7/19:MILL	MILLBROOK SOUTH	02/28/19	27025006848	GAS - GROUNDS & NATURAL R	103.89
193 140937	NICOR	2/8/19:HARRIS	HARRIS	02/28/19	27025006848	GAS - GROUNDS & NATURAL R	236.19 340.08*

Total GROUNDS & NATURAL RESOURCES 462.08*

Total Forest Preserve \$6,090.77

**KENDALL COUNTY FOREST PRESERVE DISTRICT
OPERATIONS COMMITTEE MEETING MINUTES**

FEBRUARY 6, 2019

I. Call to Order

Committee Chair Flowers called the Operations Committee meeting to order at 6:00 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Flowers, Gilmour, Hendrix, and Prochaska all were present.

Commissioner Purcell entered the meeting room at 6:05 pm.

Commissioner Hendrix adjourned from the meeting room at 6:40 pm.

III. Approval of Agenda

Commissioner Hendrix made a motion to approve the agenda as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

IV. Citizens to be Heard

James Murray offered public comments regarding CWD and hunting in preserves.

Commissioner Purcell entered the meeting room at 6:05 pm.

The Operations Committee provided direction to conduct a feasibility study for a CWD pilot program for bow hunting deer to support control of the spread of CWD

Ken Carroll offered public comments on the perceived decline of local deer populations.

V. Review of Financial Statement Reports through January 31, 2019

Director Guritz presented the financial statement reports through January 31, 2019.

VI. Special Use Permit Requests

a. Kendall County Horse Show Association 2019 Meetings and Events

Director Guritz presented a Special Use permit for the Kendall County Horse Show Association for the 2019 meetings and events.

Operations Committee discussed conditional approval of the KCHSA special use permits.

Commissioner Prochaska made a motion to approve the special use permit request from Kendall County Horse Show Association for 2019 meetings and events, including the waiving of fees and charges, with direction to forward a copy of the District's General Use Ordinance, a requirement for KCHSA submission of itineraries for each horse show event planned for 2019, and development of written agreement by the end of the calendar year. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

VII. Kendall County Regional Office of Education – Authorization to Complete Proposed Improvements to the Outdoor Education Center at Hoover Forest Preserve

Director Guritz presented a report on proposed improvements to the Outdoor Education Center at Hoover Forest Preserve. The costs will be covered by the Grundy-Kendall Regional Office of Education.

Commissioner Prochaska made a motion to forward the Kendall County Regional Office of Education – authorization to complete proposed improvements to the Outdoor Education Center at Hoover Forest Preserve to Committee of the Whole for discussion. Seconded by Commissioner Hendrix. Aye, all. Opposed, none.

VIII. Operations Updates and Discussions

- Environmental Education
 1. Winter Woodland and Wildlife Fest Event at Hoover Forest Preserve
Director Guritz remarked the Fest is a part of the ICECF grant. The donors and vendors were discussed.
 2. Spring 2019 Public Program Fees and Charges
Director Guritz presented the proposed Spring 2019 Public Program Fees and Charges. The Operations Committee discussed the times of the programs.

Commissioner Purcell made a motion to forward the Spring 2019 Public Program Fees and Charges to Commission for approval. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

- Grounds and Natural Resources Updates
 1. Little Rock Creek Forest Preserve – Soft-Opening Scope of Work Discussion
Director Guritz presented a report for the soft-opening of Little Rock Creek Forest Preserve. There will be suggestions made to reduce the costs of the improvements in time for a June 1 soft-opening.
The Operations Committee discussed ways to reduce costs of the initial improvements.

The Operations Committee gave direction to determine what is needed for the soft-opening and what improvements can be completed following the opening of the preserve.

- Ellis House and Equestrian Center
 1. 2019 Bridal Expo Updates
Director Guritz presented 2019 Bridal Expo Updates. Reports on wedding inquires, and a report on storefront advertising with Wedding Wire. The Operations Committee discussed improved tracking of referral sources for contracted events.
 2. Lesson Horse Updates
Director Guritz presented a report on the lesson horses at Ellis House and Equestrian Center.
 3. Event Venue Rentals – Marketing and Contacts Report
Director Guritz presented a report on event venue rental contracts.

IX. Executive Session

None.

X. Other Items of Business

Director Guritz presented a report on the projected salary impacts based on the State of Illinois schedule for increasing minimum wages through 2025.

Director Guritz presented a report on social media updates.

XI. Citizens to be Heard

No public comments were offered by those in attendance.

XII. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Purcell. Aye, all. Opposed, none. Meeting adjourned at 7:48 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES**

FEBRUARY 13, 2019

I. Call to Order

President Gilmour called the Committee of the Whole meeting to order at 4:30 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Cesich, Gilmour, Gryder, Hendrix, Prochaska, and Vickers all were present.

III. Approval of Agenda

President Hendrix made a motion to approve the agenda as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

IV. Citizens to be Heard

No public comments were offered by citizens in attendance.

V. Executive Director's Report

Director Guritz provided an executive director's report along with reports from site supervisors, including weather impacts to preserve openings. The District's bond rating has improved. A report of current grants was presented. The District is receiving applications for the Superintendent position through February 28, 2019.

VI. MOTION: Forward Claims to Commission for an Amount Not-to-Exceed \$46,476.89

Director Guritz presented the claims list for an amount not-to-exceed \$46,476.89.

Commissioner Cesich made a motion to forward claims to Commission for an amount not-to-exceed \$46,476.89. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

OLD BUSINESS

No Items were posted under Old Business for consideration.

NEW BUSINESS

VII. Grundy-Kendall Regional Office of Education- Authorization to Complete Proposed Improvements to the Kendall County Outdoor Education Center at Hoover Forest Preserve

Director Guritz presented a report from Grundy-Kendall Regional Office of Education requesting authorization to complete proposed improvements to the Kendall County Outdoor Education Center at Hoover Forest Preserve. This project will be completed at no cost to the District.

Commissioner Hendrix made a motion to forward the authorization to complete the proposed improvements to the Kendall County Outdoor Education Center at Hoover Forest Preserve to Commission for consideration. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VIII. Spring 2019 Public Program Fees and Charges

Director Guritz presented the Spring 2019 Public Program Fees and Charges.

Commissioner Hendrix made a motion to forward the proposed fees and charges to Commission for approval. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

IX. Moody's Bond Rating Review and Assignment

Director Guritz presented a report on Moody's bond rating review and assignment.

Committee of the Whole discussed the improved bond rating.

X. Executive Session

None.

XI. Other Items of Business

- **2019 Woodlands and Wildlife Festival – Hoover Forest Preserve – Saturday, February 16, 2019 10 am – 2 pm**

Director Guritz presented a schedule for the 2019 Woodlands and Wildlife Festival at Hoover Forest Preserve for Saturday, February 16, 2019 from 10 am to 2 pm.

- **2019 Ellis House and Equestrian Center Bridal Expo – Sunday, March 3, 2019 – 11 am – 2pm**
- **2019 Makin' Maple Magic – Hoover Forest Preserve – Saturday, March 9, 2019 – 9:30 am – 11:30 am**

Commissioner Gryder remarked there is a work day at Little Rock Creek Forest Preserve through The Conservation Foundation.

Director Guritz advised the Committee of the Whole that the Kendall County Soil and Water Conservation District is requesting support for storing educational program materials at the Pickerill Estate House at Pickerill-Pigott Forest Preserve. Direction was received to provide the Soil and Water Conservation District with preserve and building access to stored materials.

Director Guritz presented a report on the salary cost impacts based on the schedule for increases in minimum wage by the State of Illinois.

The Committee of the Whole discussed the impacts to the District based on the minimum wage requirements.

XII. Summary of Action Items

There was no summary of action items discussed.

XIII. Citizens to be Heard

No public comments were offered by citizens in attendance.

XIV. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Prochaska. Aye, all. Meeting adjourned at 5:24 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

FARM LICENSE AGREEMENT #19-03-001

Baker Woods Forest Preserve – Hay Production

This Agreement is made this 5th day of March, 2019 (“Date of Execution”), between the Kendall County Forest Preserve, a Body Corporate and Politic, 110 West Madison Street, Yorkville, Illinois, 60560, (“Licensor”), and Kyle Connell, located at 7485 Nettle Creek Road, Morris, Illinois, 60450, (“Licensee”), including all heirs and assignees, collectively referred to as the “Parties.”

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

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

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

WHEREAS, both Licensee and Licensor hereby agree that there are three fields, Field A with 14.25 acres, Field B with 2.5 acres, and Field C with 6 acres on the above referenced parcels, these acres are hereinafter collectively referred to as the “Subject Property,” identified in Exhibit 1; and that the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, for a term beginning on the Date of Execution, and ending on June 1, 2020, subject to the conditions and limitations in this Agreement; and

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

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the license or use of the Subject Property.
3. **Term:** This license is for a term of one year, ending December 31, 2019, with Storage provisions in effect through June 1, 2020.
4. **Product:** Licensee will seed and maintain Field A and Field B with straight grass hay and Field C 50/50 grass and alfalfa hay. Licensee and Licensor shall split evenly the bales of hay produced from the Subject Property. Further, Licensee, with prior approval by the Licensor, shall have the option of purchasing hay bales from the Licensor’s portion of hay produced at a rate of \$3.50 per bale.
5. **Storage:** Licensee shall extend an option for storage of remaining portions of the Licensor’s share of hay produced at a cost of \$1.00 per small bale, plus a delivery charge of \$3.00 per mile traveled for each delivery made within the first quarter of the following calendar year.

The storage fee will be paid (or deducted from amounts owed to the Licensor) no later than November 30, 2019.

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

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

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

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

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

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

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

- A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensor. Soil test results shall be due to the Licensor by December 30, 2019. The Licensee shall apply the minimum amount of fertilizer required to maintain the elemental P (phosphorus) at 80 pounds per acre and elemental K (potassium) at 50 pounds per acre.
- B. Fertilizers and rates applied.

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

13. **Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply 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 licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace the expired license and shall promptly provide 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 for the period during which the pesticides are 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 areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensor for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

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

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

16. **Right of Entry:** 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.

17. **Termination:** 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 the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensor will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property, provided the Licensee presents fertilizer

and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensor in the event the License is terminated.

18. **Insurance & Liability:**

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

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

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

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

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

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

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

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

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

27. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

Licensor, send to:

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

with a copy to:

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

Licensee send to:

Kyle Connell
7485 Nettle Creek Road
Morris, Illinois 60450

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

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

Licensor:

Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensee:

By: _____
Kyle Connell, Farm Operator

Date: _____

Subject Property - Exhibit 1 – Hay Fields and Acreage



Making Maple Magic

At Hoover Forest Preserve— Meadowhawk Lodge

Saturday March 9
9:30am— 11:30am



Take a guided hike through the woods at Hoover Forest Preserve to learn all about the basics of making maple syrup. After the hike, enjoy a pancake breakfast with real maple syrup!



Price: \$8 per person
Register by March 6
To Register: Call 630-553-2292 or
email edombrowski@co.kendall.il.us

