

**CONSERVATION RESERVE PROGRAM AGREEMENT  
OWNER FARM 3 (Hatfield/Bowen), 2024**

\*Owner reserves the right to reject any/all interested Operators\*

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 between  
THE COUNTY OF FORD, ILLINOIS hereinafter referred to as “Owner”,  
\_\_\_\_\_, hereinafter referred to as  
“Operator” for the length of Conservation Reserve Program hereinafter known as “CRP”.

Operator agrees to assist Owner with USDA-CRP forms and documents.

**SECTION I  
SELECTION OF OPERATOR**

Operator will be selected via majority vote by the Owner Board. The selected Operator agrees to provide a written notice of the anticipated percentage of the CRP soil rental rate which Operator will pay to the County. The soil rental rate will be provided by the USDA office, as well as a mission statement which references the capabilities and understanding of both USDA documents and conservation as a whole.

**SECTION II  
DESCRIPTION OF LAND**

Operator agrees to perform USDA operations on the property for the County on the following real estate located in the County of Ford and the State of Illinois, hereinafter referred to as “Property” described as follows:

Hatfield/Bowen  
PARCEL NUMBER: 12-14-24-300-003  
S24 T23 R10  
SW (EX BEG SW COR, E234', N465', W234',  
S465' TO POB)  
BUTTON TOWNSHIP  
200N RD , PAXTON, IL 60957

Owner 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 at any time during the period of operation.

**SECTION III  
LENGTH OF TENURE**

Operator agrees that this Agreement is purely a contractual license to use the Property for conservation purposes for the length of the CRP contract, beginning \_\_\_\_\_ and terminating on \_\_\_\_\_. To the extent permitted by the law, Owner may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to Operator. In the event of any termination by Owner, it is agreed that Owner shall reimburse Operator for incurred costs related to the CRP contract. Operator must provide a copy of the invoice(s) for incurred costs. Other than reimbursement for incurred costs as provided in this contract, Operator hereby waives its rights to request or seek any other monetary amount from Owner the event the Agreement granted herein is terminated.

The Agreement grants only a contractual license to work on the Property under the terms and conditions stated herein. Further, the rights granted by Owner herein shall vest only in Operator and no

such rights shall vest in any in Operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Operator any legal or equitable interest or estate in the Property.

#### **SECTION IV CRP PROCEEDS**

Operator will receive 100% of the CRP soil rental rate. These payments will be made by the USDA via direct deposit.

#### **SECTION V METHOD OF PAYMENT**

Operator agrees to submit to Owner an agreed upon percentage of the soil rental rates no later than the \_\_\_\_\_ day of \_\_\_\_\_. Payment of said percentage shall be submitted to Owner no later than 30 days after the direct deposit. Operator shall expect deposits from the USDA around the month of October of each year.

#### **SECTION VI PROCUREMENT OF SUPPLIES**

The USDA reimburses a percentage of the cost to install and maintain land enrolled into CRP. To receive reimbursement, Operator agrees to maintain and submit the receipts for purchases of any supplies or services used to plant or maintain the ground enrolled into CRP to both the USDA and Owner. Operator shall then reimburse either Operator or Owner (whichever party covered the expense) the amount of which was received by the USDA.

#### **SECTION VII FIELD OPERATIONS**

Operator acknowledges that Owner currently has an Agreement with the Illinois Department of Natural Resources (IDNR) for their Illinois Recreational Access Program (IRAP). This provides public hunting and recreational activities on the Property. Operator shall in no way infringe or interfere with the rights of the public on the Property.

Operator shall be allowed to utilize the Property to recreate, educate, or maintain for the purpose of promoting conservation or sportsmanship as long as it does not interfere with the dates or goals of Owner or the public. All activities must be in compliance with the USDA's CRP standards and restrictions as outlined within the CRP contract. All activities must be submitted and approved by the Ford County Board Chairman or the Ford County Land Use Committee prior to the activity taking place.

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

#### **SECTION VIII INSURANCE**

Operator agrees to use the Property subject to the hazards of operating a farm, and assumes all risks of accidents, injuries property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the Property during the term of this lease and agrees to hold Owner free, harmless and indemnified therefore. Operator shall carry liability insurance to cover any of Operator's own activities on

the Property. Proof of insurance shall be provided by Operator to Owner within \_\_\_\_\_ days of the signing of this Agreement.

The public shall be made aware of the state of the Property and the "Recreational Use of Land and Water Areas Act". The purpose of this Act is to encourage Owners of land to make land and water areas available to any individual or members of the public for recreational or conservation purposes by limiting their liability toward persons entering thereon for such purposes.

#### **SECTION IX REAL ESTATE TAXES**

Owner shall apply for a tax exemption for the Property. In the event the Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35ILCS 200/1-1, et seq.), it shall be the obligation of Owner to pay such taxes as are incurred during the term of this Agreement.

#### **SECTION X INDEMNIFICATION**

Operator shall indemnify, hold harmless and defend with counsel of Owner's own choosing, Owner, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively refers to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceeding, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expenses of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement.

Owner and Operator agree that nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Owner's State's Attorney. Releasees' participation in its defense shall not remove Operator's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of the indemnification provision. Indemnification shall survive the termination of the Agreement.

#### **SECTION XI ASSIGNMENT OF CONSERVATION RESERVE PROGRAM AGREEMENT**

Operator's obligation under this Assignment may not be assigned or transferred to any other person, firm, or corporation without Owner's written consent. Any attempt to assign or transfer without written consent shall be void and without legal effect and shall grounds for termination of this Agreement.

#### **SECTION XII INDEPENDENT CONTRACTOR (OPERATOR)**

It is understood and agreed that Operator is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Owner. Operator understands and agrees that Operator is solely responsible for paying all wages, benefits and any other compensation due and owing to Operator's officers, employees, and agents for the performance of services set forth in the Agreement.

Operator further understands and agrees that Operator is solely responsible for making all requires payroll deductions and all other tax and wage withholdings pursuant to the state and federal law for Operator's officers, employees, and/or agents who perform services as set forth in the Agreement.

Operator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Operator, Operator's officers, employees and agents and agrees the Owner is not responsible for providing and insurance coverage for the benefit of Operator, Operator's officers, employees and agents. Operator hereby agrees to defend with counsel of Owner's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Owner, its board members, officials, employees, insurers, and agents for any alleged injuries that Operator, its officers, employees and/or agents may sustain while performing services under the Agreement.

### **SECTION XIII CONFLICT OF INTEREST**

Both parties affirm that no Owner officer, board member, or elected official has a direct or indirect pecuniary interest in Operator of this Agreement. If any Owner officer, board member, or elected official does have a direct or indirect pecuniary interest in Operator or this Agreement, that interest, and the procedure followed to effectuate the Agreement, shall comply with 50 ILCS 105/3.

### **SECTION XIII NON-DISCRIMINATION**

Operator, its 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.

### **SECTION XV DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW**

If any provision of this Agreement is found 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 and term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

### **SECTION XVI LEGAL REMEDIES**

In any action with respect to the Agreement, the parties are free to pursue and 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.

**SECTION XVII  
FINALITY OF 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FORD COUNTY, OWNER

BY \_\_\_\_\_  
DEBBIE SMITH, CHAIRMAN

\_\_\_\_\_, OPERATOR

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number