

CONSERVATION HABITAT ADDENDUM: ILLINOIS FARM LEASE

To use this addendum for your lease form: Complete two identical copies of this form (one for owner/lessor and one for tenant/lessee). Fill in the items below as applicable. This addendum can be used for either the Illinois Fixed Cash Lease Form [<https://farmdoc.illinois.edu/publications/fixed-cash-rent-lease-form-short-form-pdf>] or Illinois Crop-Share Farm Lease [<https://farmdoc.illinois.edu/publications/crop-share-lease-form-pdf>], or any other lease; it can be attached directly to the lease or sent separately from the lease. In section 7 of the Illinois Cash Lease Form, write in the following:

***Incorporation by Reference.** All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.*

NOTE: A lease and any addendum to a lease creates and alters legal rights; thus, owner/lessor and tenant/lessee should strongly consider discussing lease provisions with their respective legal advisors.

THIS ADDENDUM FOR CONSERVATION HABITAT (“Addendum”) is entered into on this date, _____, by and between _____ (“Lessee-Tenant”) and _____ (“Lessor-Owner”) to be incorporated by reference to the lease for farmland dated _____ by and between the same parties.

A. Recitals:

1. Lessee-Tenant and Lessor-Owner have entered into a certain lease for farmland;
2. The parties hereby agree to the additional terms contained in this Addendum for the purposes of habitat conservation on the farmland; and
3. For due and valuable consideration as set forth in this Addendum, the receipt of which is hereby acknowledged by the parties.

B. Lessee-Tenant agrees:

1. That the farmland subject to the lease contains one or more areas critical for wildlife habitat (“Critical Area”) established by the Lessor-Owner or their representative;
2. That the following generally describes the Critical Area sufficient for the purposes of this Addendum

General description of the Critical Area:

3. To maintain Critical Area of the farmland under lease to the Natural Resource Conservation Service (“NRCS”) standards and not take any action that would degrade, damage, or harm the Critical Area or otherwise destroy the purposes for which it was established, including any of the following as indicated

Optional (check all that apply):	
<input type="checkbox"/>	Mowing and related maintenance for ditches and field edges in accordance with NRCS standards for nesting season or other critical times for habitat conservation purposes.
<input type="checkbox"/>	Seeding and other maintenance measures for pollinator habitats and pursuant to NRCS standards or guidelines.
<input type="checkbox"/>	Implementation of and adherence to Integrated Pest Management Practices in accordance with NRCS standards or guidelines.
<input type="checkbox"/>	Other:

4. To visibly observe, including walking the property with the Lessor-Owner or designated representative, the Critical Area annually at the discretion of Lessor-Owner and upon written request from Lessor-Owner to ensure the Critical Area is the proper size and is in good repair and maintained to NRCS standards.

C. Lessor-Owner agrees:

1. That the General Description of the Critical Area in B is sufficient;
2. To be responsible for the costs of all fencing and maintenance of fencing needed to protect the Critical Area;
3. To notify Lessee-Tenant in writing annually of any intention to visibly observe the Critical Area pursuant to B.3.; and
4. That the rent for the farmland be reduced for the Critical Area in proportion to its impact on Lessee-Tenant’s ability to farm the leased farmland, and for any of the options selected, as follows:

<i>Adjusted Cash Rent or Proportional Reduction in Cash Rent:</i>

Signatures of parties to Addendum:

Lessor-Owner

Date

Lessee-Tenant

Date