

SOIL HEALTH AND CONSERVATION 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 SOIL HEALTH CONSERVATION (“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 conservation and soil health 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 Lessor-Owner has communicated an interest in conserving and/or improving the soil health on the farmland subject to the lease;
2. To generally farm in a manner that is expected to conserve or improve the soil health of the farmland subject to the lease, including

Soil Health and Conservation Generally (select the provisions agreed-to):	
<input type="checkbox"/>	Compliance with pollution control and environmental requirements as required by local, state and federal agencies.
<input type="checkbox"/>	Implement water conservation and soil erosion practices to comply with the soil loss standards mandated by local, state, and federal agencies.

<input type="checkbox"/>	To generally follow Natural Resource Conservation Service (NRCS) recommendations and guidelines for soil health, erosion control and water conservation.
<input type="checkbox"/>	To adhere to the requirements contained in any conservation plan for the farmland subject to the lease that has been approved by the Natural Resource Conservation Service (NRCS). The conservation plan is incorporated by reference herein.

In place of, or in addition to, the above as indicated by the selections below, the following specific soil health conservation practices:

Specific Soil Health Conservation Practices (optional, select only those agreed-to):	
<i>NOTE: by checking a practice or practices, the Lessee-Tenant is agreeing to adopt, continue or maintain the practice(s) for the life of the lease.</i>	
<input type="checkbox"/>	Adopt practices expected to result in [_____] % of [or sufficient] crop residue remaining on the farmland subject to the lease at the time of planting.
<input type="checkbox"/>	Adopt a one tillage pass system for the farmland subject to the lease.
<input type="checkbox"/>	Adopt no-tillage practice system for the farmland subject to the lease.
<input type="checkbox"/>	That there will be no fall tillage after harvesting soybeans from the farmland subject to the lease, except for in cases of damage due to harvest where a minimum level of tillage may be used to address such damage at the discretion of the Lessee-Tenant.
<input type="checkbox"/>	Attempt in good faith to establish and manage cover crops on the farmland subject to the lease in such manner as the Lessee-Tenant reasonably expects to benefit soil health on the farmland subject to the lease.

Or, adopt cover crops for the farmland subject to the lease as follows:

Cover Crop Practices (select only those agreed-to):	
<input type="checkbox"/>	Attempt in good faith to establish one or more cover crop species in the fall that is expected to survive the winter and continue growing in the spring until terminated.
<input type="checkbox"/>	Attempt in good faith to establish one or more cover crop species in the fall that is not expected to survive winter.
<input type="checkbox"/>	Attempt in good faith to participate in a local, state, or federal program for cover crop practices and if the Lessee-Tenant receives funding, s/he is entitled to all funding received.
<input type="checkbox"/>	If payments from a local, state or federal source, or combination thereof, do not cover the full cost of the cover crop practice, the Lessee-Tenant is responsible for all costs in excess of such assistance.

Acknowledges that Lessor-Owner has established the following erosion controls or conservation practices on the farm:

Specific practices (option, select only those agreed-to):

<input type="checkbox"/>	<p>Maintain grassed waterways in accordance with NRCS or other conservation organization standards, recommendations or guidelines, including to not plow, disc, cultivate, till, or use fertilizers or pesticides other than as necessary for management of noxious weeds and sediment; subject to any adjustments indicated in (3) below, the cost of such inputs are the responsibility of the Lessee-Tenant. The Lessee-Tenant shall pay for any repair in the event agricultural operations or equipment cause damage to the practice.</p>
<input type="checkbox"/>	<p>Maintain terraces or contour farming practices for the reduction and control of soil erosion in accordance with NRCS or other conservation organization standards, recommendations or guidelines, including to not plow, disc, cultivate, till, or use fertilizers or pesticides other than as necessary for the management of noxious weeds and sediment; subject to any adjustments indicated in (3) below, the cost of such inputs are the responsibility of the Lessee-Tenant. The Lessee-Tenant shall pay for any repair in the event agricultural operations or equipment cause damage to the practice.</p>
<input type="checkbox"/>	<p>Maintain vegetative buffers in accordance with NRCS or other conservation organization standards, recommendations or guidelines, including to not plow, disc, cultivate, till, or use fertilizers or pesticides other than as necessary for the management of noxious weeds and sediment; subject to any adjustments indicated in (3) below, the cost of such inputs are the responsibility of the Lessee-Tenant. The Lessee-Tenant shall pay for any repair in the event agricultural operations or equipment cause damage to the practice.</p>
<input type="checkbox"/>	<p>Maintain two-stage ditches in accordance with NRCS or other conservation organization standards, recommendations or guidelines, including to not plow, disc, cultivate, till, or use fertilizers or pesticides other than as necessary for the management of noxious weeds and sediment; subject to any adjustments indicated in (3) below, the cost of such inputs are the responsibility of the Lessee-Tenant. The Lessee-Tenant shall pay for any repair in the event agricultural operations or equipment cause damage to the practice.</p>
<input type="checkbox"/>	<p>Maintain such other conservation structures, including [_____], in accordance with NRCS or other conservation organization standards, recommendations or guidelines, including to not plow, disc, cultivate, till, or use fertilizers or pesticides other than as necessary for the management of noxious weeds and sediment; subject to any adjustments indicated in (3) below, the cost of such inputs are the responsibility of the Lessee-Tenant. The Lessee-Tenant shall pay for any repair in the event agricultural operations or equipment cause damage to the practice.</p>
<input type="checkbox"/>	<p>A woodchip bioreactor at [_____]; Lessor-Owner has assumed all costs associated with the installation of the bioreactor, however, the Lessee-Tenant shall pay for any repair in the event agricultural operations or equipment cause damage to the bioreactor.</p>

<input type="checkbox"/>	To conduct soil testing for the purposes of measuring residual nutrients, soil organic matter and/or soil carbon and report the results to the Lessor-Owner in a timely manner.
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C. Lessor-Owner agrees:

1. That the selections and descriptions agreed-to by the Lessee-Tenant above are sufficient and acceptable;
2. To notify Lessee-Tenant in writing of any concerns with Lessee-Tenant’s adoption, maintenance or implementation of the above practices and permit [_____] to take appropriate remedial action for any problems so identified; and
3. That the rent for the farmland be reduced or such other costs shared or accounted for with Lessee-Tenant as indicated by selecting from the following:

<p>Specific Adjustments to Rent for Soil Health Conservation Practices (optional, select only those agreed-to):</p> <p><i>NOTE: by checking a practice or practices, the Lessor-Owner is agreeing to adjustments in rent for the life of the lease or until such further addendums or revisions as agreed-to by both parties in writing and incorporated by reference.</i></p>	
<input type="checkbox"/>	<p>For all specific erosion control or conservation practices or structures selected above, [_____] acres of the farmland subject to lease are unavailable for production or otherwise impacted and that the rent is reduced by [\$ _____] per acre, or is reduced by the following amount [\$ _____].</p>
<p>For cover crop practice costs, including the cost to purchase seed, establish and terminate or otherwise manage the cover crop in the fields, select and complete one of the following:</p>	
<input type="checkbox"/>	<p>[\$ _____] per acre in compensation to the Lessee-Tenant within 120 days after cover crops have been established.</p>
<input type="checkbox"/>	<p>The per-acre rental rate shall be reduced by [\$ _____/acre] in year(s) [_____] of the lease agreement to compensate for the cost of adopting and managing the cover crop practice.</p>
<input type="checkbox"/>	<p>The total rental amount for the first year of the lease shall be reduced by [_____%] to compensate for the adoption and management of cover crop practices. For a multi-year lease, this reduction shall be applied to the total for each subsequent year of the lease, except that the reduction shall be decreased by [_____%] each year until the full rental rate is reached.</p>
<input type="checkbox"/>	<p>The Lessee-Tenant shall bear all costs of adopting and maintain cover crops on the farmland subject to the lease.</p>
<input type="checkbox"/>	<p><i>General reduction option:</i> Lessor-Owner recognizes that Lessee-Tenant will incur costs related to improving soil health, controlling and reducing erosion and otherwise adopting and managing conservation practices on the farmland subject to the lease; accordingly, the annual rent shall be reduced by [_____% or \$ _____/acre]. In the case of a multi-year lease, this reduction shall be</p>

	<p>applied to the total for each subsequent year of the lease, except that the reduction shall be decreased by [_____% or \$ ____/acre] each year until the full rental rate is reached.</p>
<input type="checkbox"/>	<p>Lessor-Owner recognizes that Lessee-Tenant will incur costs related to soil testing and that the information is important for Lessor-Owner and the value of the farmland subject to the lease; accordingly the annual rent will be reduced by [_____% or \$ ____/acre] for each year of the lease in which a soil test is conducted by Lessee-Tenant and provided to Lessor-Owner.</p>

Signatures of parties to Addendum:

Lessor-Owner	Date
Lessee-Tenant	Date