2.10 APPROVAL OF RAFFEL ROAD FARM LEASE FOR CALENDAR YEAR 2027

A. SUBJECT

This item is included on the agenda so the Board can approve a thirteen-month lease (December 1, 2026 -December 31, 2027) for the Raffel Road farm property.

B. INFORMATION

School District 200 purchased 120 acres of farmland on Raffel Road in 1991. KRC Farm leased all 120 acres until 2005. Once final plans were approved for the new high school and the District realized that approximately thirty-four tillable acres would not be immediately used, the Board approved leases to KRC Farm for calendar years 2007 through 2022. Since then, the District has built a solar collection system on ten acres of the property. Therefore, twenty-four acres are available for lease. Mr. Casey Watkins, who has taken over KRC Farm, approached Administration requesting to lease the property for $3,248. Administration is recommending that the lease be reinstated for an annual amount $3,248.00 in rental income.

C. RECOMMENDATION

The Superintendent recommends that the District enter a lease for twenty-four acres of the Raffel Road school site with Mr. Casey Watkins for $3,248.00.

D. SUGGESTED MOTION

This item will be included with the suggested motion on the Consent Agenda.

FARM LEASE

THIS FARM LEASE ("Farm Lease") is entered into on this 17th day of November, 2026, by and between the Board of Education of.Woodstock Community Unit School District No. 200 (the **"Board")** and Casey Watkins (hereinafter, the **"Tenant")** (collectively, the **"Parties").**

WITNESSETH:

WHEREAS, the Board is the owner of approximately 24 acres of real estate located north of 2990 Raffel Road, Woodstock, Illinois further identified as P.I.N. 08-28-100-004 and legally described on Exhibit A attached hereto (the **"Real Estate");** and

WHEREAS, pursuant to Section 10-22.11(c) of the *School Code,* the Board may lease school land to suitable lessees for any purpose which serves the interests of the community when such land is declared to be unnecessary or unsuitable or inconvenient for the uses of the Board during the term of the lease; and

WHEREAS, pursuant to Section 10-22.13 of the *School Code,* the Board has the power and authority to determine when a site has become unnecessary or unsuitable or inconvenient for a school; and

WHEREAS, the Board, by entering into this Farm Lease, hereby determines that it has no immediate need or use for the Real Estate, and that for the term of this Farm Lease the Real Estate is unnecessary and unsuitable and inconvenient for use by the Board.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Farm Lease, the parties hereto agree as follows:

1. **Rent.** Tenant shall make an annual cash payment of $3,248 to the Board to lease the Real Estate for the Term (defined in Paragraph 3 below). The Tenant shall pay the Rent in two installments of $1,624 with the first installment due on May 1 and the second installment due on November 15 of each year of the Term (defined in Paragraph 3 below). If Tenant fails to pay either installment when due, Tenant shall pay a late fee of $250 to the Board in addition to the outstanding Rent.

2. **Permitted Use.** Tenant accepts the Real Estate on an "AS-IS" basis. Tenant may use the Real Estate for agricultural purposes only and shall be entitled to keep the proceeds from the sale of any crops harvested on the Real Estate. The Tenant shall make all necessary repairs to the Real Estate at the Tenant's expense during the Term (defined in Paragraph 3 below), including the hedges and fences. This includes repairing all defects with any building or structure on the Real Estate due to damage or wear and tear. The Board reserves the right to enter the Real Estate to make all proper and necessary repairs, and the cost thereof shall be additional rent, due and owing

from the Tenant to the Board immediately. Should the Tenant wish to make any improvements to the Real Estate, the Tenant must receive the written consent of the Board which it may withhold in its sole discretion.

3. **Term.** The term of this Farm Lease shall be from December 1, 2026, to December 31, 2027 (the "Term"), and the Tenant shall surrender possession at the end of the Term or at the end of any extension thereof. The Parties may extend this Farm Lease only by executing a new written Farm Lease effective for a term provided therein at least four (4) months prior to the end of the Term. A failure to execute a new Farm Lease at least four (4) months prior to the end of the Term shall be constructive notice of intent to all Parties that the Farm Lease will expire. By entering into this Farm Lease, the Tenant expressly acknowledges and understands that this Farm Lease creates a fixed-term tenancy and that the Tenant possesses no right to any further notice of the expiration of this Farm Lease pursuant to State law including, but not limited to, 735 ILCS 5/9-206.

4. **Tenant's Duties in Operating Farm.** The Tenant agrees to perform and carry out the stipulations below:

A. Activities required**:**

1. To cultivate, plant and harvest the farm faithfully and in a timely, thorough, and businesslike manner;

2. To prevent noxious weeds from going to seed on the Real Estate and to destroy the same and keep the weeds and grass cut;

3. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair;

4. To preserve established watercourses or ditches, and to refrain from any operation that will injure them;

5. To take proper care of all trees, vines, shrubs, and to prevent injury to the same;

6. To prevent all unnecessary waste, or loss, or damage to the property of the Board; and

7. To comply with rules and regulations of the Illinois Pollution Control Board, and other governmental agencies or rules, regulations or laws applicable to farming.

B. Activities Restricted: The Tenant further agrees, unless he shall first have obtained the written consent of the Board:

1. Not to erect or permit to be erected any structure or building or to incur any expense to the Board for such purpose;

2. Not to permit, encourage, or invite other persons to use any part or all of the Real Estate for any purpose or activity not directly related to its use for agricultural production;

3. Not to plow permanent pasture or meadowland;

4. Not to cut live trees, shrubs or foliage for sale purposes or personal uses;

5. Not to permit the erection of any commercial advertising signs on the farm;

6. Not to perform any applications or activities that may cause unusual dust or pollution to the site, and school grounds adjacent to the site without obtaining the prior written consent of the Woodstock North High School Principal or designee; and

7. Not to use any fertilizer, chemicals, pesticides, or any non-organic substances on the Real Estate that may adversely affect the future use of the Real Estate as a school site. Prior to using any fertilizers, chemicals, pesticides or non-organic substances, Tenant shall notify the Board in writing with nature of the substance contemplated to be used on the Real Estate. If the Board objects to Tenant's use of said substance, Tenant shall not introduce said substance to the Real Estate.

5. **Property Access.** At its own cost and expense, the Tenant may construct its own access point from the adjacent roadway, Raffel Road, with the prior written consent of the Board. Any use of the driveway or constructed access point must be designed to cause minimum disruption to the programs and activities of the Board and prevent disruption of the arrival or dismissal of students from school.

6. **Environmental Compliance.** Upon the termination of this Farm Lease or vacation of the Real Estate, Tenant shall, at its sole expense, remediate and cleanup any Hazardous Substances (as defined in 42 U.S.C. §9601(14) (as amended)) used or authorized by Tenant during the Term of this Farm Lease that may affect the Board's use of the Real Estate as a school site. Tenant shall provide the Board with copies of all records, documents and invoices relating to any substance placed on the Real Estate.

Tenant shall indemnify, defend and save harmless the Indemnitees (defined in Paragraph 12 below) from and against any and all liabilities, damages, suits, penalties, fines, judgments, costs, including attorneys' fees, and environmental cleanup, removal, response, assessment, or remediation costs arising from or related to contamination of the Real Estate or release of any Hazardous Substance during the Term of this Farm Lease. This paragraph shall survive the expiration or sooner termination of the Term.

7. **Real Estate Taxes.** The Tenant shall be responsible for the payment of real estate taxes on the Real Estate during the Term of the Farm Lease. Immediately upon execution of this Agreement by the Board, Tenant shall communicate with the McHenry County Assessor and/or

Township Assessor and any other assessing officials to ensure that the proper leasehold assessment is created or maintained and that the tax bill is timely delivered to Tenant and promptly paid by Tenant.

8. **Default.** In the event that the Tenant fails to comply with any of the terms hereof, the Board may, upon demand, notify Tenant that he is in default of this Farm Lease and terminate this Farm Lease. In the event the Board terminates this Farm Lease as a result of a breach by Tenant, all rental payments due hereunder shall be accelerated and shall become immediately due and payable. Moreover, Tenant shall immediately vacate the Real Estate upon notification of a termination by the Board. In the event of a default, the Tenant shall be responsible for all costs and expenses whatsoever incurred by the Board as a result of such breach, including, but not limited to, attorneys' fees.

9. **Board's Lien.** The Board's lien provided by law on crops grown or growing shall be the security for the consideration herein specified and for the faithful performance of the terms of the Farm Lease. If the Tenant fails to keep any of the agreements of this Farm Lease, all costs and attorneys' fees of the Board in enforcing the collection or performance shall become obligations payable by the Tenant hereunder.

10. **Board's Right of Entry.** The Board reserves the right of itself, its agents, employees, or assigns to enter upon the Real Estate at any reasonable time for the purpose of viewing the same or of working or making repairs or improvements thereon as long as such right does not impair the Tenant's agricultural activities on the Real Estate. Further, upon constructive notice of the parties' intent to allow the Farm Lease to expire and after the Tenant's harvesting of that year's crops, the Board or its agents, employees, or assigns may enter upon the Real Estate.

11. **Extent of Agreement.** The terms of this Farm Lease shall be binding on the heirs, executors, administrators, and assigns of both the Board and Tenant in like mam1er as upon the original parties.

12. **Indemnitees and Hold Harmless.** Tenant covenants and agrees to indemnify, defend and hold harmless the Board, its individual Board Members, agents, and employees (collectively, **"Indemnitees")** from all losses, damages, liabilities, fines and expenses of any kind, including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whosoever, or for any damage or injury to any persons or property from any cause whatsoever, by reason of the use or occupancy by Tenant, its agents, employees, invitees or visitors on the Real Estate unless caused solely by the negligence of an Indemnitee.

No Indemnitee shall be liable for any damage to, or loss of, property on the Real Estate belonging to Tenant, its employees, agents, visitors, licensees or other persons in or about the Real Estate, or for damage or loss suffered by the business of Tenant, from any cause whatsoever, whether the damages or injuries result from conditions arising upon the Real Estate, or from other sources unless specifically set forth in this Farm Lease. Further, no Indemnitee shall be liable in any manner to Tenant, its agents, employees, invitees or visitors for any injury or damage to Tenant, Tenant's agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act or neglect of third parties or of Tenant, Tenant's agents,

employees, invitees or visitors, or of any other Tenant. Tenant covenants that no claim shall be made against any Indemnitee by Tenant, or by any agent or servant of Tenant, or by others claiming the right to be on the Real Estate through or under Tenant, for any injury, loss or damage other than the gross negligence of an Indemnitee. In no event shall any Indemnitee be liable to Tenant for any consequential damages sustained by Tenant arising out of the loss or damage to any property of Tenant. The provisions of this paragraph 11 shall survive the expiration or sooner termination of the Term.

13. **Insurance.** During the Term of this Farm lease, the Tenant shall maintain commercial general liability insurance insuring against any liability and property damage or loss arising from or related to Tenant's use or occupancy of the Real Estate with liability limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. The insurance shall be issued on an occurrence basis and shall name the Indemnitees as additional insureds, on a primary and non-contributory basis. Tenant shall keep such insurance in continuous force and effect throughout the Term of this Farm Lease and any extensions thereof. Tenant shall provide a certificate of insurance upon the execution of this Farm Lease. Additionally, upon request by the Board, the Tenant shall provide the Board with a copy of the insurance policy and all endorsements thereto. To the fullest extent permitted by the applicable insurance policy, Tenant waives any and all rights of subrogation it or any of its insurers may have against the Indemnities

14. **Assignment and Subletting.** Tenant shall not assign, transfer, sublet, mortgage or encumber this Farm Lease or the Real Estate without obtaining the prior written consent of the Board, nor shall any assignment or transfer of this Farm Lease be effectuated by operation of law or otherwise without the prior written consent of the Board, in any such case, such consent may be withheld in the sole and absolute subjective discretion of the Board.

15. **Waiver.** No waiver of any default of Tenant hereunder shall be implied from omission by the Board to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent herein stated.

16. **Applicable Law.** The construction and interpretation of this Agreement shall be governed in all respects by the laws of the State of Illinois.

17. **Incorporation.** The recitals set forth on page one above are hereby incorporated in and made a part of this Farm Lease as if they were specifically set forth herein.

[SIGNATURE PAGE TO FOLLOW)

NOW, THEREFORE, this Farm Lease is entered into by and between the parties as of the date set forth above.

BOARD:

Board of Education Woodstock
Community Unit School District
No. 200 McHenry County,
Illinois

By: _____

Its: _____

ATTEST:

TENANT:

[redacted]

By: Casey Watkins

Date: 11/6/2026

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

The East Half of the Northwest Quarter of Section 28; ALSO the Southwest Quarter of the Northeast Quarter of Section 28, all in Township 45 North, Range 7 East of the Third Principal Meridian, in the County of McHenry and State of Illinois and containing about 24 of the 34 tillable acres.

FORMER TEMPORARY P.I.N.: 08-28-100-004

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The proposed use of the property will be for production agriculture. (corn or soybeans)

Farming experience: