

**FARM LEASE BETWEEN THE BOARD OF EDUCATION OF
CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 301
KANE AND DEKALB COUNTIES, ILLINOIS AND
CENTRAL FFA ALUMNI**

THIS FARM LEASE is entered into on this ___ day of _____, 2025, between the Board of Education of Central Community Unit School District No. 301, Kane and DeKalb Counties, Illinois (“**Board**”), and Central FFA Alumni (“**Tenant**”) (collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the Board is the owner of a certain parcel of real estate commonly known as 09 N. 636 Illinois Route 47, Elgin, Illinois and part of P.I.N.s 05-29-300-002, 05-30-200-003, 05-20-300-007 and 05-30-200-009 (the “**Real Estate**”); and

WHEREAS, the Board desires to lease a portion of the Real Estate to the Tenant as depicted on Exhibit A attached hereto and incorporated herein (the “**Premises**”); and

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

WHEREAS, pursuant to Section 10-22.11(c) the Board has determined that leasing the Premises to the Tenant for the benefit of the Future Farmers of America (“**FFA**”) Club at Central High School is for educational purposes and serves the best interests of the community; and

WHEREAS, the Board, by entering into this agreement (“**Farm Lease**”), hereby determines that it has no immediate need or use for the Premises, that the lease of the Premises to Tenant is for educational purposes and the best interests of the residents of the school district will be enhanced by entering into the Farm Lease, and that for the term of this Farm Lease, the Premises is unnecessary, 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. **Consideration.** Tenant shall maintain the Premises in accordance with the terms of this Farm Lease, and in return, Tenant shall be entitled to farm the Premises in accordance with the terms hereof.
2. **Permitted Use.** The Board is providing the Premises to Tenant on an “AS IS” basis with no representations or warranties whatsoever unless specifically stated otherwise in this Farm

Lease, and Tenant accepts the Premises on an "AS-IS" basis with no representations or warranties. Tenants may only use the Premises for agricultural purposes that are directly related to Central High School's FFA Club.

3. **Term.** The term of this Farm Lease shall be from _____ to _____, and the Tenant shall surrender possession at the end of this term or at the end of any extension thereof. **TENANT WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE A WRITTEN NOTICE TO QUIT OR A WRITTEN NOTICE OF NONRENEWAL OF THIS FARM LEASE FROM THE BOARD.** Notwithstanding the above, the Board shall have the right to terminate this Farm Lease at the end of each harvest season by providing at last thirty (30) days advance notice of such termination to Tenant.

4. **Tenant's Duties in Operating Farm.** The Tenant agrees that it will 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 using sustainable crop management methods; and
2. To prevent noxious weeds from going to seed on said Premises and to destroy the same and keep the weeds and grass cut; and
3. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair; and
4. To preserve established watercourses or ditches and to refrain from any operation that will injure them; and
5. To take proper care of all trees, vines, shrubs, and other foliage and to prevent injury to the same; and
6. To prevent all unnecessary waste, 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 and the application of fertilizer and pesticides.

B. *Activities restricted.* The Tenant further agrees, unless it shall first have obtained the written consent of the Board, which may be withheld in its sole discretion:

1. Not to assign this Farm Lease to any person or entity or to sublet any part of the Premises; and

2. Not to erect or permit to be erected any structure or building or to incur any expense to the Board for such purpose; and
3. Not to permit, encourage, or invite other persons to use any part or all of the Premises for any purpose or activity not directly related to the permitted use hereunder; and
4. Not to plow permanent pasture or meadowland; and
5. Not to cut live trees, shrubs, or foliage for sale purposes or personal uses; and
6. No signage will be erected on the property without prior approval by District; and
7. Not to use any fertilizer, chemicals, pesticides, or any non-organic substances (collectively "**Fertilizer**") on the Premises that may adversely affect the future use of the Premises as a school site. Prior to using any fertilizers, chemicals, pesticides, or non-organic substances, Tenant shall notify the Board in writing of the nature of the substance contemplated to be used on the Premises. If the Board objects to Tenant's use of said substance, within three (3) days of receipt of said notice, tenants may not introduce said substance to the Premises. Tenants shall maintain records of the type, amount, and date of application of any Fertilizer applied to the Premises for at least five (5) years from the date of application.

5. **Operation of Farm.** Tenant accepts and acknowledges that the Board is leasing the Premises to the Tenant for educational purposes related to the FFA Club at Central High School. As such, in addition to Tenant's duties set forth in Paragraph 4 above, Tenant further agrees to operate the farm in accordance with the provisions below:

A. *Student Involvement.* Tenants shall ensure that no students of the School District plant, harvest or otherwise maintain or engage in any actual farming of the Premises. Students, however, shall assist in bringing the harvest to the market and in the sale of all crops from the Premises. They also can be present as part of all farming activities to understand the process from start to finish as established through any available curriculum deemed appropriate by CCUSD 301.

B. *Costs to Operate the Farm.* The Tenant shall be responsible for all costs to operate the farm on the Premises; however, the costs of seed and Fertilizer ("**Permitted Costs**") may be deducted from the gross proceeds of the sale of the crops on the Premises.

C. *Proceeds from Sale of Crops.* The remaining proceeds from the sale of the crops shall be used in a manner to benefit students of CCUSD 301 and the FFA. Some examples of this but not limited to are scholarships, banquet and meeting food, conference expenses and/ or national events.

6. **Environmental Compliance.** Upon the termination of this Farm Lease or vacation of the Premises, Tenant shall, at its sole expense, remediate and clean up 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 Premises as a school site. Tenant shall provide the Board with copies of all records, documents, and invoices relating to any substance placed on the Premises.

Without limiting any other indemnity rights of the Indemnitees (defined in Paragraph 11 below) included in this Farm Lease, Tenant shall also indemnify and hold harmless the Indemnitees, as defined in Paragraph 11, from and against any and all liabilities, damages, suits, penalties, judgments, costs, including attorneys' fees, and environmental cleanup, removal, response, assessment, or remediation costs arising from or related to contamination of the Premises or the release of any Hazardous Substance during the term of this Farm Lease.

7. **Default.** In the event the Tenant fails to comply with any of the terms hereof, the Board may, upon demand, notify Tenant that it 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, Tenants shall immediately vacate the Premises upon 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.

8. **Board's Right of Entry.** The Board reserves the right for itself, its agents, employees, or assigns to enter upon the Premises at any reasonable time for the purpose of viewing the same or working or making repairs or improvements to the Premises as long as such does not impair the Tenant's agricultural activities on the Premises. 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 Premises.

9. **Insurance.** Tenant shall obtain the following types and minimum levels of insurance while this Farm Lease is in effect: (i) commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, which insurance shall also provide product liability coverage in the aforementioned amounts; (ii) business auto coverage form insurance with a limit of not less than one million dollars (\$1,000,000) each accident and such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos); (iii) umbrella or excess liability insurance in the minimum amount of at least three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate; and (iv) and insurance coverage for hired and or borrowed equipment in a commercially reasonable amount. The Board, its individual Board members, agents, and employees ("**Indemnitees**") shall be named as additional insureds on a primary and noncontributory basis on all insurance required hereunder. Tenant shall keep such insurance in continuous force and effect while this Farm Lease is in effect. Tenant shall provide a certificate of insurance upon the execution of this Farm Lease, annually thereafter and upon demand by the Board evidencing Tenant maintains the insurance required by this Paragraph. Additionally, upon request by the Board, the Tenant shall provide the Board with copies of all insurance policies required hereunder, and all endorsements thereto. To the fullest

extent permitted by the applicable insurance policy, Tenant waives any rights of subrogation it and any of its insurers may have against the Indemnitees.

10. Indemnity and Hold Harmless. Tenant covenants and agrees to hold the Indemnitees harmless and to indemnify them from all losses, damages, liabilities, and expenses of any kind, including without limitation attorneys' fees and court costs incurred, suffered, or claimed by anyone 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 Premises, or any breach of this Farm Lease.

The Board shall not be liable for any damage to, or loss of, property on the Premises belonging to Tenant, its employees, agents, visitors, licensees, or other persons in or about the Premises, or for damage or loss suffered by Tenant, from any cause whatsoever, whether the damages or injuries result from conditions arising upon the Premises or from other sources. The Board shall not 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 the Board by Tenant, or by any agent or servant of Tenant, or by others claiming the right to be on the Premises through or under Tenant, for any injury, loss, or damage. In no event shall any of the Indemnitees be liable to Tenant for any consequential damages, or lost profit sustained by Tenant arising out of the loss or damage to any property of Tenants.

11. 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.

12. Severability. If any term covenant or condition of this Farm Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Farm Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

13. Applicable Law. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. Any action to enforce the terms of this Lease shall be brought in the Kane County Circuit Court.

14. Compliance with Laws. In utilizing the Premises, Tenant shall comply with all applicable laws, rules, regulations and ordinances, specifically including, but not limited to, the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*). Moreover, Tenant shall not use, nor allow, any alcohol and any tobacco products of any kind, including, not limited to e-cigarettes, to be consumed on the Premises.

15. **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.

16. **Survivability.** Those paragraphs which are reasonably understood to impose obligations upon the Tenant subsequent to the Term of this Farm Lease shall survive the termination of this agreement.

THIS FARM LEASE has been entered into as of the date set forth above.

BOARD:

**THE BOARD OF EDUCATION OF
CENTRAL COMMUNITY
UNIT SCHOOL DISTRICT NO. 301,
KANE AND DEKALB COUNTIES,
ILLINOIS**

By: _____
Its: _____
Date: _____

TENANT:

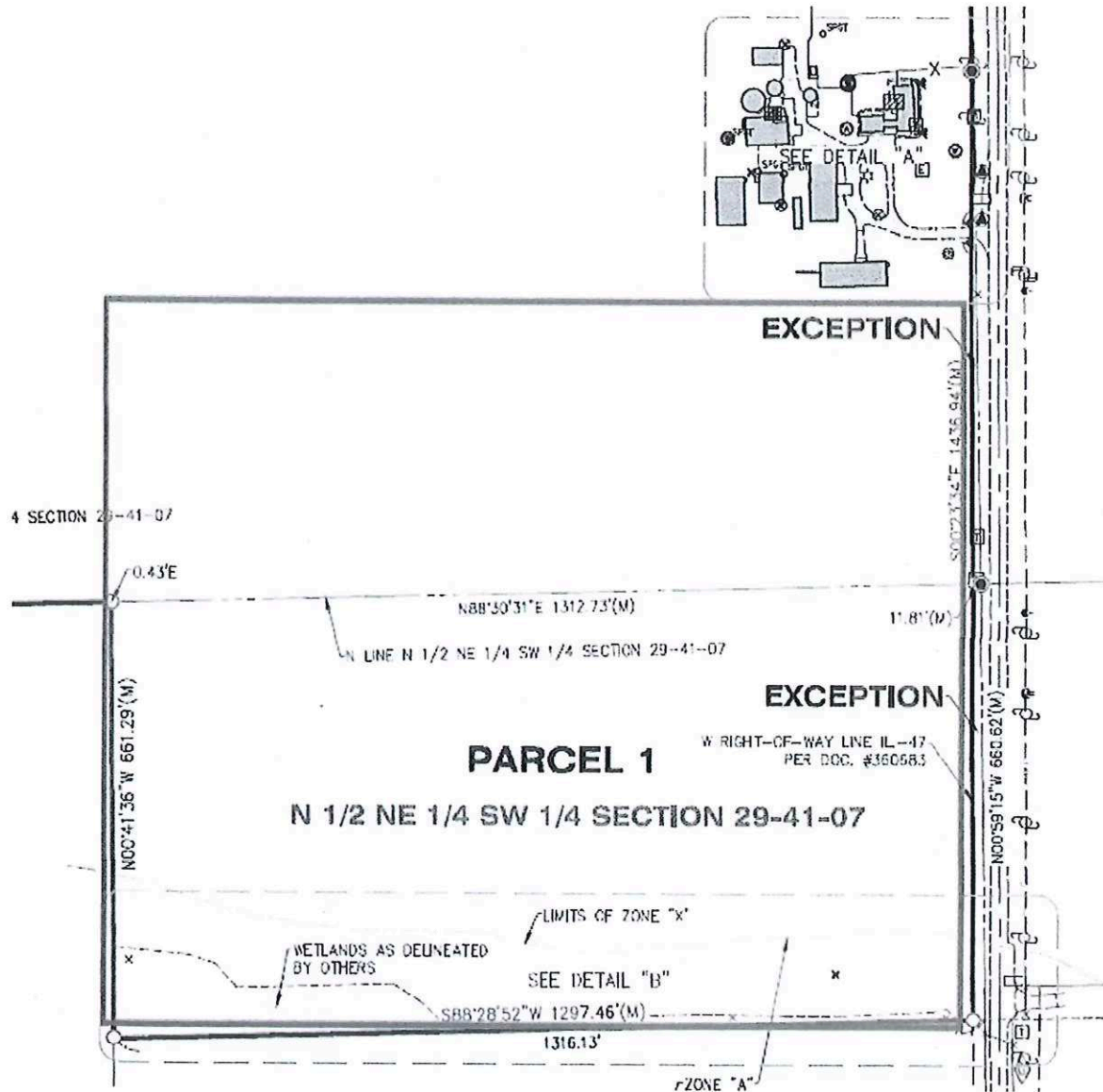
CENTRAL FFA ALUMNI

By: Scott Mary
Its: President
Date: 5-12-25

1264711.2

EXHIBIT A

REAL ESTATE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sherri L Schramer 313 N Main St Elburn IL 60119		CONTACT NAME: Sherri L Schramer PHONE (A/C, No, Ext): 630-365-9500 FAX (A/C, No): 630-365-9502 E-MAIL ADDRESS: sherri.schramer@countryfinancial.com	
INSURED Timothy Metz PO Box 190 Burlington IL 60109		INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20990	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		AL3277074	11/11/2025	11/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Board of ducation of Central Community Unit School Dirstrict No 301 275 South St Burlington IL 60109	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sherri Schramer</i>
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