



February 13, 2020

James Filotto
2111 Oakland Ave
Crest Hill, IL 60403

VIA EMAIL – jim@filottoroofing.com

Re: FOIA Request Dated February 6, 2020 and received February 6, 2020

Subject: A request for all farm land cash rent contracts for the years of 2019 and 2020.

Dear Mr. Filotto:

This letter will serve as Oswego Community Unit School District 308's response to your February 6, 2020 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #20-05*.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

Mary Anne Buckley

Mary Anne Buckley
Freedom of Information Officer

Illinois Cash Farm Lease

This lease is entered into on the 14th day of January, 2019, (the "Lease") between Stewart Farms Partnership ("Lessee") whose mailing address is 7482 Audrey Avenue, Yorkville, Illinois, 60560 and Board of Education of Community Unit School District Number 308, Kendall, Kane, and Will Counties, Illinois ("Lessor") whose mailing address is 4175 Route 71, Oswego, Illinois, 60543.

The parties to this Lease agree to the following provisions.

Section 1. Description of Rented Land and Length of Term

A. Description of Land. Lessor rents and leases to Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of Kendall and the State of Illinois, commonly known as the Old Herman Farm, situated generally on Route 126, and legally described as set forth in Exhibit A, together with all drainage structures and other improvements thereon belonging to Lessor (the farmland, as described hereinabove together with the existing improvements shall be referred to collectively as the "Land").

B. Length of term. The term of this lease shall be from January 30, 2019 to January 29, 2020, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof; provided, however, in the event that the Land, as described herein, or any portion thereof, is needed for the construction of public school facilities, Lessor shall give Lessee not less than four (4) months' notice to vacate the premises. In the event Lessor gives such notice at a time when the Lessee has planted a crop on that portion of the property to which the notice refers, and in the event Lessor takes possession of that property prior to the Lessee's removal of the crop, then Lessor shall pay the Lessee crop damages in the amount of One Thousand Dollars (\$1000) per acre.

In the event the Lessor declares the Land, or any portion thereof, no longer necessary or suitable for a school site and decides to sell the property pursuant to the School Code during the term of the Lease, the District will notify Lessee of its decision. After receiving written notification from the Lessor, Lessee will have the opportunity to harvest any planted crop(s) in the usual and customary manner, but will deliver possession of the Land, or the designated portion thereof, to the District immediately after said harvest. The Lease will terminate upon the Lessor's receipt of the final December payment by Lessee.

Extensions must be in writing and attached to this Lease, and both parties agree that failure to execute an extension at least four (4) months before the end of the current term shall be constructive notice of intent to allow the Lease to expire.

Section 2. Fixed Cash Rent

Lessee agrees to pay Lessor an annual fixed cash rent as identified below.

Fixed Rent: The annual cash rent shall be the sum of Thirty-Six Thousand, Six Hundred Dollars and Zero Cents (\$36,600.00). This represents approximately \$300 per acre for the 122 acres of Land. Said annual rent shall be paid as set forth in Section 5B herein.

Section 3. Investments and Expenses

A. Lessor agrees to furnish the property and to pay the items of expense listed below.

1. The above-defined Land.
2. Real property taxes for the Land.

B. The Lessee agrees to furnish the property and to pay the items of expense listed below.

1. All the machinery, equipment, labor, fuel, and power necessary to farm the Land.
2. Minor repairs and improvements to drainage structures on the Land.
3. All seed and fertilizers.
4. Any taxes other than those set forth above in Section 3A(2).
5. All expenses associated with electrical and plumbing services currently supplied to any of the existing improvements located on the Land.

Section 4. Lessee's Duties in Operating Farm

Lessee further agrees to perform and carry out the stipulations below.

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To prevent noxious weeds from going to seed on the Land and to destroy the same and keep the weeds and grass cut.
3. To keep open ditches, tiles, 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 keep fences (including hedges), and other improvements in as good repair and condition as they were when the Lessee took possession – ordinary wear, loss by fire, or unavoidable destruction excepted.
6. To take proper care of all trees, vines, and shrubs, and to prevent injury to same.
7. To keep the Land neat and orderly.
8. To prevent all unnecessary waste, loss, or damage to the Land of the Lessor.
9. To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion

control practices to comply with the soil loss standards mandated by local, state, and federal practices.

10. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons, property, or both on the Land and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.
11. When used, any chemicals for weed or insect control or other use should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Lessee agrees to provide the Lessor, annually, a written report indicating the product name, amount, date of application, and location of application of all pesticides, fertilizers, and seed used on the Land.
12. No chemicals will be stored on the Land for more than one year. When chemicals or petroleum products are stored on the Land, they will be only those planned to be used on the Land and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the Land.
13. To generally follow Natural Resource Conservation and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

Section 5. Management and Business Procedures

The Lessor and Lessee agree that they will observe the following provisions.

A. Insurance. For the term of the Lease, Lessee shall maintain insurance with a carrier acceptable to the Lessor, insuring Lessee while occupying the Land for the following types and in stated minimum amounts:

Liability Insurance: \$1,000,000 per person
 \$1,000,000 per occurrence

Property Damage: \$1,000,000 per occurrence

Workers' Compensation: As required by statute

Lessee shall furnish Lessor with a Certificate of Insurance by February 15, 2019, which Certificate of Insurance shall name Community Unit School District No. 308 as an additional insured. The Certificate of Insurance shall provide not less than 30 days advance notice in writing in the event of change or cancellation, and the carrier shall waive subrogation. Lessee shall furnish Lessor with a Certificate of Insurance by March 30 of each subsequent year during the term any extensions of this Lease.

B. Cash Rent Installments. The cash rent shall be paid each year in the following installments:

<u>Percent of annual rent due</u>	<u>Date due</u>
50% (\$18,300)	April 1
50% (\$18,300)	Dec. 1

C. Land use in last year of the Lease. If, during the last six months of the lease term, or after notice to terminate has been given if this Lease has become a year to year lease, the parties fail to agree on questions of land use, cropping system, fertilizer applications, or any deviations from the Lease provisions, then the specific agreements in this Lease shall prevail or, in the absence of agreements in the Lease, the Lessor shall decide and the Lessee agrees to abide by the Lessor's decisions. The Lessor's decisions shall not contradict any provisions in the Lease or violate good farming procedures.

D. Conservation. Both Lessor and Lessee affirm the goals of minimizing soil erosion losses and preserving the productivity of the Land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends, they agree to implement, to the extent possible, the best management practices as recommended by the Natural Resource Conservation Service and to cooperate with that agency's soil and water conservation programs.

E. Lessee responsible for hired labor. Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefor.

**Section 6. Default, Possession, Landlord's Lien, Right of Entry,
Mineral Rights, Liability, Extent of Agreement**

Lessor and Lessee agree to the following provisions.

A. Termination upon default. If either party fails to carry out substantially the terms of this Lease in due and proper time, the Lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 30 days after the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this Section 6 and any amendments to this Lease.

B. Yielding Possession. Lessee agrees at the expiration or termination of this Lease to yield possession of the Land to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, loss by fire, flood, or tornado and ordinary wear excepted.

C. Landlord's lien. The Landlord's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Lessee in favor of Lessor, shall be the security for the rent herein specified and for the faithful performance of the terms of the Lease. Lessee shall provide the Lessor with the names of the persons to whom the Lessee intends to sell

crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Lessee consents to any filing required by law to perfect the statutory landlord's lien upon crops. If the Lessee fails to pay the rent due or fails to keep any of the agreements of the Lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Lessee.

D. Lessor's right of entry. The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the Land at any reasonable time to view it; to work or make repairs or improvements thereon; to care for and dispose of the Lessor's share of the crops; to develop mineral resources as provided in Clause E below; or after constructive notice has been given that the Lease may not be extended, and following the severance of crops, to plow and prepare a seed bed, apply fertilizers, and any other operation necessary to good farming by the succeeding operator. These operations are not to interfere with the Lessee's ability to carry out the regular farming operations.


E. Mineral rights. Nothing in this Lease shall confer upon Lessee any right to minerals underlying the Land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the Land and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the Land with vehicles, and to lay down and use any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. Lessor agrees to reimburse the Lessee for any actual damage Lessee may suffer for crops destroyed by these activities and to release the Lessee from its obligation to continue farming the Land when development of mineral resources interferes materially with Lessee's opportunity to make a satisfactory return.

F. Lessee liability. Lessee takes possession of the Land subject to the hazards of operating a farm, and assumes all risk of accidents, personally, as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

G. Binding on heirs, etc. The terms of this Lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties.

Signatures of parties to the Lease:

**Community Unit School District Number 308,
Kendall, Kane, and Will Counties, Illinois**

 *Lessor*
By its President

1-2-2019 *Date*

Stewart Farms Partnership

 *Lessee*
By its President

1-14-2019 *Date*

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

That Part of the Northwest Quarter of Section 16, Township 38 North, Range 8, East of the Third Principal Meridian, Lying south of the Centerline of Illinois State Route 126, in the township of Na-au-say, Kendall County, Illinois.

Permanent Real Estate Index Numbers: 06-16-100-003 and 06-16-100-004

Illinois Cash Farm Lease

This lease is entered into on the 27 day of January, 2020, (the "Lease") between Stewart Farms Partnership ("Lessee") whose mailing address is 7482 Audrey Avenue, Yorkville, Illinois, 60560 and Board of Education of Community Unit School District Number 308, Kendall, Kane, and Will Counties, Illinois ("Lessor") whose mailing address is 4175 Route 71, Oswego, Illinois, 60543.

The parties to this Lease agree to the following provisions.

Section 1. Description of Rented Land and Length of Term

A. Description of Land. Lessor rents and leases to Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of Kendall and the State of Illinois, commonly known as the Old Herman Farm, situated generally on Route 126, and legally described as set forth in Exhibit A, together with all drainage structures and other improvements thereon belonging to Lessor (the farmland, as described hereinabove together with the existing improvements shall be referred to collectively as the "Land").

B. Length of term. The term of this lease shall be from January 30, 2020 to January 29, 2022, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof; provided, however, in the event that the Land, as described herein, or any portion thereof, is needed for the construction of public school facilities, Lessor shall give Lessee not less than four (4) months' notice to vacate the premises. In the event Lessor gives such notice at a time when the Lessee has planted a crop on that portion of the property to which the notice refers, and in the event Lessor takes possession of that property prior to the Lessee's removal of the crop, then Lessor shall pay the Lessee crop damages in the amount of Eight Hundred Dollars (\$1,000) per acre.

In the event the Lessor declares the Land, or any portion thereof, no longer necessary or suitable for a school site and decides to sell the property pursuant to the School Code during the term of the Lease, the District will notify Lessee of its decision. After receiving written notification from the Lessor, Lessee will have the opportunity to harvest any planted crop(s) in the usual and customary manner, but will deliver possession of the Land, or the designated portion thereof, to the District immediately after said harvest. The Lease will terminate upon the Lessor's receipt of the final December payment by Lessee.

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Section 3. Investments and Expenses

A. Lessor agrees to furnish the property and to pay the items of expense listed below.

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2. Real property taxes for the Land.

B. The Lessee agrees to furnish the property and to pay the items of expense listed below.

1. All the machinery, equipment, labor, fuel, and power necessary to farm the Land.
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3. All seed and fertilizers.
4. Any taxes other than those set forth above in Section 3A(2).
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4. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
5. To keep fences (including hedges), and other improvements in as good repair and condition as they were when the Lessee took possession – ordinary wear, loss by fire, or unavoidable destruction excepted.
6. To take proper care of all trees, vines, and shrubs, and to prevent injury to same.
7. To keep the Land neat and orderly.
8. To prevent all unnecessary waste, loss, or damage to the Land of the Lessor.
9. To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion

control practices to comply with the soil loss standards mandated by local, state, and federal practices.

10. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons, property, or both on the Land and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.
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C. Landlord's lien. The Landlord's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Lessee in favor of Lessor, shall be the security for the rent herein specified and for the faithful performance of the terms of the Lease. Lessee shall provide the Lessor with the names of the persons to whom the Lessee intends to sell

crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Lessee consents to any filing required by law to perfect the statutory landlord's lien upon crops. If the Lessee fails to pay the rent due or fails to keep any of the agreements of the Lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Lessee.

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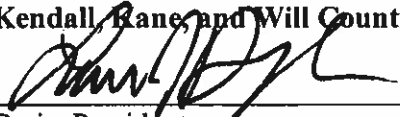
E. Mineral rights. Nothing in this Lease shall confer upon Lessee any right to minerals underlying the Land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the Land and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the Land with vehicles, and to lay down and use any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. Lessor agrees to reimburse the Lessee for any actual damage Lessee may suffer for crops destroyed by these activities and to release the Lessee from its obligation to continue farming the Land when development of mineral resources interferes materially with Lessee's opportunity to make a satisfactory return.

F. Lessee liability. Lessee takes possession of the Land subject to the hazards of operating a farm, and assumes all risk of accidents, personally, as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

G. Binding on heirs, etc. The terms of this Lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties.

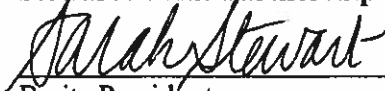
Signatures of parties to the Lease:

Community Unit School District Number 308,
Kendall, Kane, and Will Counties, Illinois


By its President Lessor

1/27/2020 Date

Stewart Farms Partnership


By its President Lessee

2/3/2020 Date

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

That Part of the Northwest Quarter of Section 16, Township 38 North, Range 8, East of the Third Principal Meridian, Lying south of the Centerline of Illinois State Route 126, in the township of Na-au-say, Kendall County, Illinois.

Permanent Real Estate Index Numbers: 06-16-100-003 and 06-16-100-004