

**Springfield Park District
BOARD MEETING**

MINUTES

Thursday, September 15, 2016 – 5:30 p.m.

A meeting of the Springfield Park District Board of Trustees was held on Thursday, September 15, 2016 at 5:30 p.m. at the John F. Linxwiler Administrative Offices, 2500 South 11th Street, Springfield, Illinois.

Roll Call

President Sgro called the meeting to order at 5:30 p.m. and requested roll call.

Members Present: Trustees: Evans, Hammer, Jannazzo, Metcalf, Senor-Moore, Schmidt and Sgro

Members Absent: None

Others Present: Derek Harms, Executive Director; Elliott McKinley, Director of Parks; Stephen Flesch, Director of Finance & Administration; Rob Cross, Legal Counsel, Staff, Media & Public

Minutes of the August 18, 2016 Regular Board Meeting were presented.

Motion: To approve the August 18, 2016 Regular Board Meeting minutes as presented

Moved by: Trustee Schmidt

Seconded by: Trustee Hammer

All approved by voice vote.

Public Comment

President Sgro asked if anyone wanted to address the Board. No one addressed the Board.

LONG RANGE PLANNING

Staff Report

Informational item only.

Playground Designs for Bergen, Douglas & Stuart Park

Several draft playground designs were presented to the Board during committee. Further discussion is needed before the Board considers action.

BUILDINGS & CONCESSIONS

Staff Report

Informational item only.

Resolution #401-16 RE: Trailheads, Access Points and Amenities Plan

Motion: Approval of Resolution #401-16 RE: Trailheads, Access Points and Amenities Plan

Moved by: Trustee Evans

Seconded by: Trustee Jannazzo

Discussion: N/A

Roll Call: Evans: Aye Hammer: Aye Jannazzo: Aye Metcalf: Aye
 Schmidt: Aye Senor-Moore: Aye Sgro: Aye

Motion Passed: 7 Ayes 0 Nays

Blue Ridge Lease Agreement

Motion: To Table Blue Ridge Lease Agreement

Moved by: Trustee Jannazzo

Seconded by: Trustee Evans

Discussion: N/A

All approved by voice vote.

Barker Park Electric Easement

Motion: Approval of Barker Park Electric Easement

Moved by: Trustee Evans

Seconded by: Trustee Schmidt

Discussion: N/A

Roll Call: Evans: Aye Hammer: Aye Jannazzo: Aye Metcalf: Aye
 Schmidt: Aye Senor-Moore: Aye Sgro: Aye

Motion Passed: 7 Ayes 0 Nays

FINANCE & PERSONNEL

Staff Report

Stephen Flesch, Director of Finance noted three park employees from the Botanical Gardens traveled out of state for business.

FY 2016 Final Audit Report

Motion: Approval FY 2016 Final Audit Report

Moved by: Trustee Jannazzo

Seconded by: Trustee Metcalf

Discussion: N/A

Roll Call: Evans: Aye Hammer: Aye Jannazzo: Aye Metcalf: Aye
 Schmidt: Aye Senor-Moore: Aye Sgro: Aye

Motion Passed: 7 Ayes 0 Nays

Purchase New Ice Machine & Refrigerator for Lincoln Greens Golf Course

Motion: Authorize Staff to use \$2,846.39 from 32-01-6299 and \$1,253.61 from 32-01-6298 to purchase a new machine and new refrigerator for Lincoln Greens Golf Course

Moved by: Trustee Jannazzo

Seconded by: Trustee Schmidt

Discussion: N/A

Roll Call: Evans: Aye Hammer: Aye Jannazzo: Aye Metcalf: Aye
 Schmidt: Aye Senor-Moore: Aye Sgro: Aye

Motion Passed: 7 Ayes 0 Nays

Statement of Claims

Motion: To approve the Statement of Claims as presented by Trustee Jannazzo

Moved by: Trustee Jannazzo

Seconded by: Trustee Evans

Discussion: N/A

Roll Call: Evans: Aye Hammer: Aye Jannazzo: Aye Metcalf: Aye
 Schmidt: Aye Senor-Moore: Aye Sgro: Aye

Motion Passed: 7 Ayes 0 Nays

RECREATION

Staff Report

Director Harms gave a brief update regarding the break in over the weekend at the Nelson Center. Police are reviewing the camera surveillance. Minimal damage was reported.

Sangamon County Bar Association Softball Tournament

Motion: Authorize Staff to Issue a permit to Sangamon County Bar Association to allow alcohol at Lincoln Park on October 8th for their Softball Tournament (Raindate of October 15 at Iles Park)

Moved by: Trustee Metcalf
Seconded by: Trustee Jannazzo

Discussion: N/A

Roll Call: Evans: Aye Hammer: Aye Jannazzo: Aye Metcalf: Aye
 Schmidt: Aye Senor-Moore: Present Sgro: Aye

Motion Passed: 6 Ayes 1 Present 0 Nays

BUSINESS

Property Annexation

Motion: Approve Ordinance # 1365-16 thru 1371-16 RE: Property Annexation

Moved by: Trustee Jannazzo
Seconded by: Trustee Senor-Moore

Discussion: N/A

Roll Call: Evans: Aye Hammer: Aye Jannazzo: Aye Metcalf: Aye
 Schmidt: Aye Senor-Moore: Aye Sgro: Aye

Motion Passed: 7 Ayes 0 Nays

ADJOURNMENT

There being no further business to come before the Board, it was moved by Trustee Senor-Moore and seconded by Trustee Hammer that the meeting adjourned at 5:42 p.m.

**Joint Long Range Planning,
Buildings & Concessions, Finance & Personnel and Recreation Committee**

MINUTES

September 7, 2016, 2016 at 5:30 p.m.

Members Present: Trustees Evans, Hammer, Jannazzo, Metcalf, Schmidt & Senor-Moore

Members Absent: None

Others Present: President Sgro; Derek Harms, Executive Director; Elliott McKinley, Director of Parks; Stephen Flesch, Director of Finance & Administration; Lynn Saputo, Director of Recreation; Tod Stanton, Design Perspectives; Auditors, Eck Schafer & Punke, LLP; Staff & Media

A Joint Meeting of the Long Range Planning, Buildings & Concessions, Finance & Personnel and Recreation Committees was held on Wednesday, September 7, 2016 was held at 5:30 p.m.

Long Range Planning Committee

Staff Report

Elliott McKinley, Director of Parks informed the Board of the following:

- Overlay project status:
 - This week: Entrance at Rotary Park and parking lot in Washington Park
 - September 19 & 20: Pasfield Parking Lot
 - Holes 18, 17, 1 & 2 are complete at Lincoln Greens GC (punch list to be completed)
- Water Feature / Tropical Fish (donated by Carter's Drive) at Nelson Center: Should be in and complete for next season by the end of the week

Playground Designs for Bergen, Douglas & Stuart Parks / Tod Stanton

Representatives from Design Perspectives presented three concepts for playground system. The Board discussed the proposed systems and the potential locations.

Master Plan Update

Tod Stanton, explained the QOS Score Matrix used to determine the needs of the District. An overview of the capital plan projected was discussed. Design Perspectives asked the Board to complete information prior to the next meeting to give a better understanding of the Board's goals and objectives.

Buildings & Concessions Committee

Staff Report

Informational Items Only.

Multi-Use Trails Jurisdictions Committee Trail Head Policy

The Springfield Area Transportation Study has prepared a Trailheads, Access Points and Amenities policy for the Board's consideration and possible action to adopt. The plan would provide continuity. Chatham, Rochester and Sangamon County will also be presenting to the agencies for adoption. Staff would ask Board to consider for approval at the Board September Meeting.

Blue Ridge Lease Agreement

The Board discussed the proposed agreement with the Blue Ridge Club for park property the Club has been using for years and are interested in continuing to use. The Board directed Staff to change the following items and present to the Blue Ridge Club: Term of Lease from 50 year term to a 10 year term with 10 year renewal; Price of lease from \$1,196 annually. Director Harms will discuss item with Blue Ridge Club and report back to Board.

Barker Park – Electric Easement

CWLP is requesting an electric easement at the north end of Barker Park near Glendale Drive to connect their services. The easement is very minor and does not affect the Masterplan. The easement states in lieu of required fees and compensation CWLP would provide access for future needs of the Park District. Staff would ask Board to consider for approval at the Board September Meeting. Staff would ask Board to consider for approval at the Board September Meeting.

Finance & Personnel Committee

Staff Report

Finance

Informational Items Only.

Personnel

Informational Only.

FY '16 Final Audit Report

The firm of Eck Schafer & Punke, LLP provided the Board with a brief but positive review of the annual Audit with no repeat findings and no new findings. Staff would ask Board to consider for approval at the Board September Meeting.

Re-Appropriation of 2016 Bond Funds for Golf Operations Purchase of Ice Maker & Refrigerator for Lincoln Greens

Stephen Flesch, Director of Finance & Administration, informed the Board staff would like to purchase a new ice machine for \$3,500 and a new refrigerator for \$600 to be used at Lincoln Greens Golf Course. Funds for these purchases are available from savings realized on recently completed 2016 Bond projects (Pasfield HVAC and Bergen cart shed) leaving a balance of unused funds from the two projects of \$4,100 to be used at the Board's discretion. The transfer of funds will require Board approval at the Board meeting. Staff would ask Board to consider for approval at the Board September Meeting.

Statement of Claims / Visa Bills

Trustees' questions regarding Statement of Claims were answered.
Visa Bills have not yet been received

Recreation Committee

Staff Report

Lynn Saputo, Director of Recreation, gave a brief update on the following:

- The Art Spectacular will be held this weekend in Washington Park
- Deck Hockey: League play this Fall may or may not happen due to construction delays. Deck Hockey will work with Nelson Center and hockey groups to promote upcoming activities.

Alcohol Request for Sangamon Bar Association Game

Staff requests Board approval to serve alcohol at the Sangamon County Bar Association Annual Softball tournament to be held in Lincoln Park on October 8th. Staff would ask Board to consider for approval at the Board September Meeting.

Retire to Executive Session

It was moved by Trustee Hammer and seconded by Trustee Evans to move to Executive Session at 7:20 p.m. All approved by voice vote.

Arise from Executive Session

It was moved by Trustee Hammer and seconded by Trustee Senor-Moore to arise from Executive Session at 7:35 p.m. No action was taken.

ADJOURNMENT

There being no further business to come
before the Board, the meeting adjourned

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Return to:

C.W.L.P.
Attn: Dave Mihelsic
1008 East Miller Street
Springfield, IL. 62702

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that SPRINGFIELD PARK DISTRICT, an Illinois Municipal Corporation, pursuant to a resolution duly passed by its Board of Directors, hereinafter called GRANTOR(S), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF SPRINGFIELD, an Illinois Municipal Corporation, hereinafter called the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said GRANTEE, its successors and assigns, a right of way easement for the construction, erection and continued operation, maintenance, repair, alteration, inspection, removal and replacement of electric lines and circuits and telecommunications facilities for distributing and transmitting of electrical energy and/or underground electric distribution and for the distribution and transmission of telecommunications services of the GRANTEE, its lessees, contractors or agents, including but not limited to telephone, video, data, community antenna television (CATV), internet access and wide area networks, on, over, through, across, and under the following described property owned by GRANTOR(S) in Sangamon County, Illinois, to wit:

The South 2/3rds of the Northwest Quarter of Section 23, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois, EXCEPT such parts of the foregoing which lie within Franklin Park Estates Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth and Fourteenth Additions, each being a subdivision of said Quarter Section.

Said easement being described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence South 00 degrees 01 minutes 36 seconds West 1190.00 feet along the Quarter Section line; thence continuing South 00 degrees 01 minutes 36 seconds West 330.00 feet along the Quarter Section line; thence South 89 degrees 59 minutes 58 seconds West 269.92 feet; thence South 70 degrees 58 minutes 35 seconds West 341.32 feet to the Southwest corner of Lot 305 of said Franklin Park Estates Ninth Addition, also being the point of beginning; thence South 88 degrees 16 minutes 53 seconds West 311.01 feet to the Southeast corner of Lot 276 of said Franklin Park Estates Eighth Addition; thence North 01 degrees 15 minutes 41 seconds West 10.00 feet along said Lot line; thence North 88 degrees 16 minutes 53 seconds East 309.09 feet to a point on the West line of said Lot 305; thence South 12 degrees 08 minutes 24 seconds East 10.00 feet along said Lot line to the point of beginning.

Said easement being shown for reference on the drawing marked EXHIBIT "A" attached hereto and made a part hereof.

Parcel I.D. No. : 22-23-151-020
Parcel Address: 2008 Barnard Drive, Springfield, IL. 62703

Together with all right of ingress and egress at all times over and upon said premises necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical and telecommunications systems.

It is expressly covenanted and agreed between Grantor(s) and Grantee herein and as covenants running with the land described above and binding on the personal representatives and assigns as follows:

1. No building or structure shall be placed by Grantor(s), their personal representatives and assigns on said easement without the written consent of the Grantee. Grantor(s) understands and acknowledges that the purpose of this easement is regulated by the National Electrical Safety Code ("NESC"). As the NESC promulgates safety clearances regarding electric and telecommunications facilities, it is hereby declared and agreed that any intrusion into the safety clearance area as dictated by the NESC, injures and interferes with Grantee's use, occupation and enjoyment of this easement. Any such intrusion is prohibited.

2. In the event the easement is disturbed by exercise of any of the rights herein granted, the Grantee shall restore the surface of any part of the property herein described to its grade and re-establish grass by seeding on any areas used as lawn and/or replace damaged paving or concrete disturbed by such exercise.

3. The Grantee shall make all reasonable efforts to preserve any trees, shrubbery or other items of landscaping which the Grantor(s) desires to preserve, during construction, but the Grantee shall have the right to remove without obligation to replace trees and shrubbery within the area covered by the easement where such removal is reasonably necessary in the economical use of the easement.

4. In lieu of required fees and compensation according to the GRANTOR'S Ordinance #1274-12, the GRANTEE shall provide to the GRANTOR access to distribution points at a suitable location agreed to by the parties free of charge for future electrical needs of the GRANTOR in Paul A. Barker Park.

IN WITNESS WHEREOF, said Grantor, SPRINGFIELD PARK DISTRICT, has caused its name to be signed to these presents this ___ day of _____ A.D. 20__.

SPRINGFIELD PARK DISTRICT

By: _____
Leslie A. Sgro - President

ATTEST: _____

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

The foregoing instrument was acknowledged before me this ___ day of _____ A.D. 20 __ by Leslie A. Sgro, President of SPRINGFIELD PARK DISTRICT, and by _____, its _____.

(Notary Public)

Seal

Agreed and Accepted by:

CITY OF SPRINGFIELD

By: _____
Rick L. Meadows - Supt. of T&D Engineering

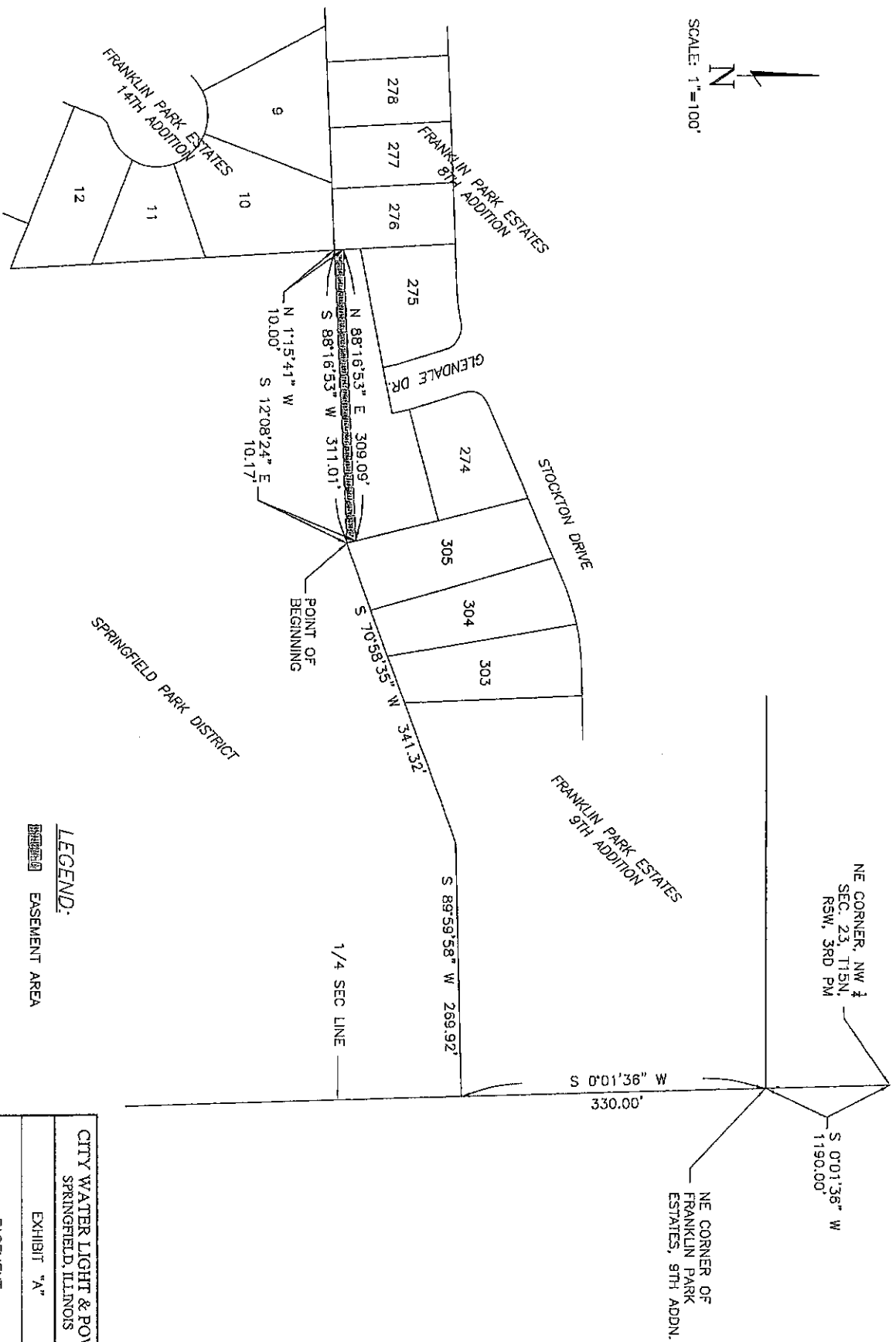
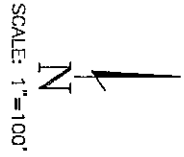
STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

The foregoing instrument was acknowledged before me this ____ day of _____,
A.D. 20____.

(Notary Public)

Seal

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LEGEND:
 EASEMENT AREA

CITY WATER LIGHT & POWER SPRINGFIELD, ILLINOIS
EXHIBIT "A"
EASEMENT

PARK DISTRICT LEASE

This Lease is made this ____ day of _____, 2016, by the SPRINGFIELD PARK DISTRICT (“District”) and BLUE RIDGE CLUB (“Club” or “Lessee”).

RECITALS

WHEREAS, the District is a duly authorized unit of local government organized and operating under the Constitution and laws of the State of Illinois; and

WHEREAS, the District derives its rights, power and authority from the Illinois Park District Code (70 ILCS 1205 *et seq.*); and

WHEREAS, the Blue Ridge Club is an Illinois not-for-profit corporation organized under the laws of the State of Illinois; and

WHEREAS, the Club desires to lease certain property owned by the District and described in Exhibit A, which is attached and incorporated herein;

WHEREAS, the District owns the land described hereinabove and desires to lease said property to the Club at the terms described below; and

WHEREAS, the parties stipulate that this agreement describes the legal relationship between the District and the Club with respect to the property to be leased.

NOW, THEREFORE, based upon the Recitals above, the parties agree as follows:

1. **Description of Leased Premises:** The District hereby leases to the Club (“Lessee”) that part of the District’s land described in Exhibit A, which is attached and incorporated herein:

2. **Term:** The term of the Lease is fifty (50) years, beginning _____, 2016, and ending _____, 2066, unless terminated earlier as described hereinbelow.

3. **Rent:** The Lessee agrees to pay rent for the leased premises to the District at the ~~rate of \$1,196.00 per year at Bunn Administrative Offices, 2500 S. 11th Street, Springfield,~~ Illinois. The amount of rent shall be reviewed and revised (not to decrease) every eight (8) years¹ under the term of this Lease. Rent shall be due and paid on the _____ day of every _____ beginning _____. Lessee shall be solely responsible for any and all property taxes assessed against the property during the term of or as the result of this Lease.

4. **Lessee's Use of Property:** The Lessee may continue the use of the Leased Premises described above and in Exhibit A for the purpose of the operating the Club (based on its current use). The Lessee shall not construct, install, or otherwise place any permanent or semi-permanent buildings, structures, fixtures, appliances, apparatus, equipment, or appurtenances of any kind or nature on to the property without the prior written consent of the District.

5. **General Regulations:** The Lessee: (a) shall keep all of the Leased Premises in safe and sanitary condition free from waste, trash, noxious weeds, and debris and maintain any and all improvements thereon as attractive in appearance and in good repair and shall maintain all trees and bushes situated thereon; (b) shall comply with all applicable rules, regulations, ordinances and laws and will not permit any violation thereof by any member of the Club, its guests, or any other person permitted access thereto by the Lessee or their guests; (c) may peacefully exclude the general public from the lease premises.

6. **Liens:** The Lessee shall not subject the District's interest in the Leased Premises to any mechanics or materialmen's liens or other lien of any kind. The Lessee shall not allow a lien or claim of any kind to be filed or claimed against the District's interests in the leased premises during the term of this Lease. If such lien is claimed or filed, the Lessee shall cause the

¹ In years 2024, 2032, 2040, 2048, 2056, and 2064.

leased premises to be released from the claim within thirty (30) days after the District is given written notice that a claim has been filed, or within thirty (30) days after the District has been given written notice of the claim and transmits written notice of its receipt to the Lessee, whichever thirty (30) days period expires earlier. The Lessee will cause such release either by paying to the Court the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result, within the thirty (30) day period, in releasing the District and its title from the claim. The Lessee shall provide the District with written notice of a lien within seventy two (72) hours of its receipt of the same.

7. **Subletting**: The Lessee may not sublet the leased premises without written permission of the District.

8. **Preference in New Lease**: At the expiration of the Lease, the Lessee, if not in default, shall be preferred over other potential Lessees for a new Lease of the Leased Premises subject to then-existing Ordinances, regulations and/or other applicable policies.

9. **Right of Entry**: The representatives of the District shall have the right to enter upon the Leased Premises at any time for the purposes of inspecting the same, to gain access to other land, to plant and care for trees and other vegetation, and for any other reasonably necessary work. The District shall have the right to construct or cause to be constructed and to maintain and operate sewer, water and gas pipes, electric and telephone lines and pipes and lines for other services and the appurtenances on the Lease Premises.

10. **Water Damage**: The District shall not be liable for damage caused to any improvement or other property of the Lessee as a result of flooding or any other water/water-related damage.

11. **Assignment of Lease:** Neither this Lease nor any interest herein nor in the Leased Premises shall be assigned by the Lessee, and/or receiver, trustee in bankruptcy, or other representative of the Lessee, or by operation of law, legal process or by any other means whatever, without the written consent of the District. Neither shall the Leased Premises or any part thereof be used by person other than the Lessee, its guests, and employees without such written consent. No portion of the Lease may be assigned without the consent of all Leaseholders or without the express consent of the District. No assignment shall become operative until approved in writing by the District, and the Assignee has signed an agreement assuming the obligations herein of the Lessee. The District shall not unreasonably withhold consent.

12. **Defaults:** In the event that the Lessee violates any of the terms and conditions of this Lease, and such violation continues unremedied or uncorrected for a period of thirty (30) days after the service of written notice upon the Lessee by the District specifying such violation, this Lease may be terminated at the sole option of the District upon expiration of such period of thirty (30) days. Upon termination, the District may re-enter and take possession of the Leased Premises and expel the Lessee and all other persons found on the leased premises, using such force as may be necessary, without being guilty of trespass or forcible entry or detainer, or liable for any loss or damage caused thereby, and all buildings, structures, fixtures, appliances, apparatus, equipment, or appurtenances placed on the Lease Premises shall at the option of the District become the property of the District and shall be in addition to and not exclusive of any other damages incurred by the District. To secure the payment of the rent in performance of all other obligations of the Lessee to the District, the District shall have a lien on all property owned by Lessee which is contiguous with the leased premises and also all other liens and remedies

given to the District by law. At the District's option, any lien in favor of the District may be enforced in equity or by distress, or by foreclosure sale, as permitted under Illinois law. The District may bid at any such sale without obligation to account for more than the sum bid. In case of default, Lessee is responsible for any and all reasonable attorney fees incurred by the District in enforcing the terms of this paragraph and Lease.

13. **Lease to Run with the Land:** The provisions of this Lease shall run with the land and extend to and be binding upon the legal representatives, successors, and assigns of the parties hereto.

14. **Notice:** The Lessee and any person claiming any interest under this Lease shall at all times keep his or her post office address on file with the Bunn Administrative Offices, and any notice required or permitted to be given under this Lease shall be deemed for all purposes to have been properly given when such notice in writing shall have been deposited in the U.S. mail, postage prepaid, and properly addressed to such designated address, and the affidavit of the person so mailing such notice shall be *prima facie* evidence of such notice and the mailing thereof.

15. **Indemnification; Defense and Waiver of Claims by Lessee:** Lessee will defend, indemnify and hold District harmless against any and all claims, demands, causes of action, debts, suits in law or equity, government enforced actions, or any other actions, including but not limited to the recovery of attorney fees, by any person, firm, corporation or other third party to the extent arising out of or related, in any manner, to the use of the leased premises. The indemnification described herein is absolute. Further, Lessee knowingly and voluntarily waives any and all claims of any kind or nature against the District relating to the Leased Premises. This Section 15 shall survive termination or expiration of this Lease.

16. **Insurance:** Lessee shall keep in force and effect, to the satisfaction of the District, at all times during the term of the Lease, liability insurance with bodily injury limits of not less than \$500,000.00 per occurrence. Lessee agrees that at any time, upon the demand of the District, and prior to the execution of this agreement, proof of such insurance coverage will be submitted to the District. At the request of the District, Lessee shall furnish certificates of insurance for the insurance coverage required herein, naming the District as an additional insured on a primary and non-contributory basis and providing that such policies may not be cancelled or amended without ten (10) days prior written notice to the District. If the policy is written on a claims-made basis, then Lessee shall purchase such additional insurance as may be necessary to provide specified coverage to the District for a period not less than five (5) years beyond this term.

17. **Parties Relationship:** Neither party hereto is the owner, partner, agent, joint venturer or otherwise of the other, and neither shall possess authority to act on behalf of the other.

18. **Entire Agreement:** This agreement constitutes the entire agreement between the parties, and it supersedes any oral or written discussions, negotiations, correspondence, terms or conditions not contained herein.

19. **Amendment:** This agreement may be modified only by a written document executed and dated by both parties.

20. **Governing Law; Forum Selection; Attorney Fees:** This agreement shall be governed by the laws of the State of Illinois without regard for its conflict of law principals. Any dispute arising from the terms hereof shall be heard by a court of competent jurisdiction in

Sangamon County, Illinois, and, in any litigation, if the District succeeds on any or all claims, the Lessee shall pay reasonable attorney fees incurred by the District with respect to litigation.

21. **Counter-parts**: The parties may execute this agreement in separate counter-parts which shall be deemed an original.

22. **Waiver**: No waiver of any term or condition hereof shall be implied from any delay or omission by either party to enforce any rights granted by the terms of this agreement or at law or in equity. No waiver shall be effective unless in writing, signed by the party, and no express waiver shall affect any default other than the one specified in such waiver and only for the time and to the extent expressly stated therein.

23. **Miscellaneous**: The headings of the paragraphs contained herein are for convenience only and do not limit or construe the contents of such paragraphs. If any clause, phrase, provision or portion of this agreement shall be deemed invalid or shall later be declared invalid, or unenforceable under any applicable law or by decision of any court of competent jurisdiction, such event shall not affect application of the remaining provisions which shall remain in full force and effect. Time is of the essence of this agreement.

This Lease is signed in triplicate as of the date written above.

SPRINGFIELD PARK DISTRICT

By: _____
Leslie Sgro, President

ATTEST:

Derek Harms, Executive Director

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Leslie Sgro as President and Derek Harms as Executive Director of Springfield Park District, an authorized unit of local government, personally known to me to be the President and Executive Director of said District, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act and deed of said District for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ 2016.

Notary Public

BLUE RIDGE CLUB

By: _____

Its _____

ATTEST:

Its _____

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ as _____ and as _____ of _____, a _____ corporation, personally known to me to be the _____ and _____ of said corporation, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2016.

Notary Public

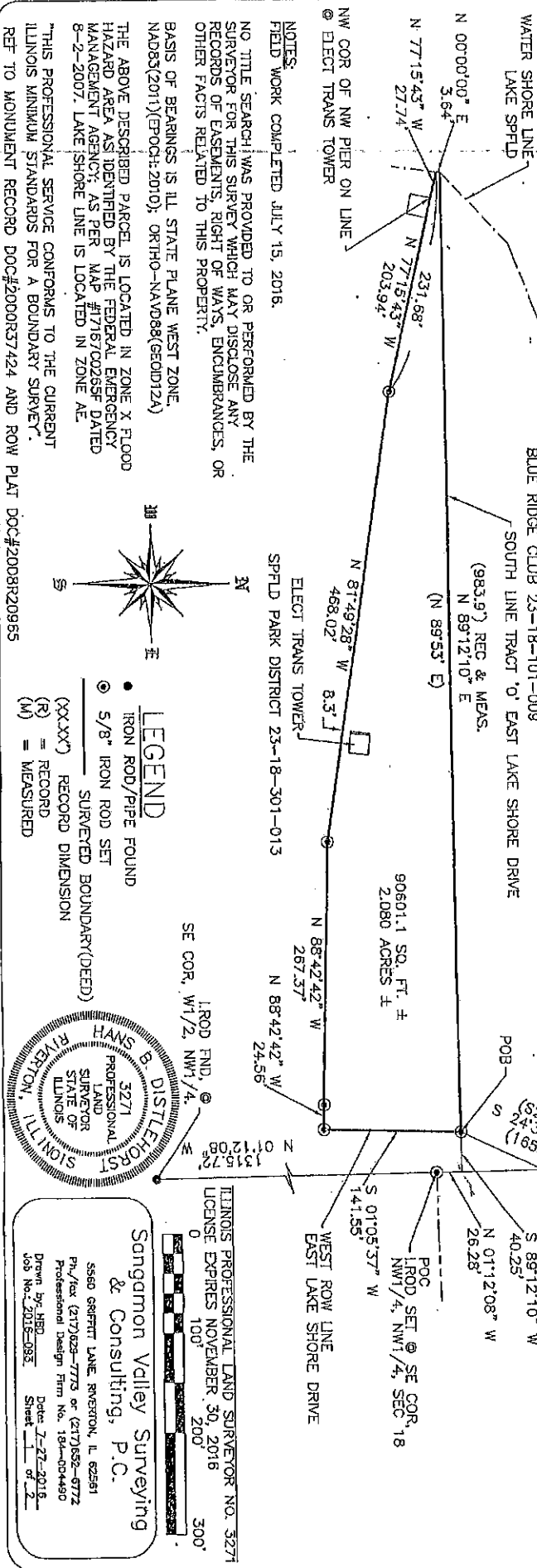
PLAT OF SURVEY

Part of the West Half of the NW 1/4, of Section 18, Township 15 North, Range 4 West of the 3rd P.M., Sangamon County, Illinois

SURVEY PLAT
ROCHESTER TWP.
EAST LAKE SHORE DR.

PREPARED FOR
BLUE RIDGE CLUB
c/o MIKE KETCHUM
411 EAST LAKE SHORE DR
SPRINGFIELD, IL 62712
217-741-4456

LEGAL DESCRIPTION:
A TRACT OF LAND LYING IN AND BEING A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE 3rd P.M., SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT A SET IRON ROD MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 01°12'08" WEST ON THE EAST LINE OF SAID QUARTER QUARTER, 26.28 FEET; THENCE SOUTH 89°12'10" WEST, 40.25 FEET TO A SET IRON ROD MARKING THE POINT OF BEGINNING; THENCE SOUTH 01°05'37" WEST ON THE WEST ROW LINE OF EAST LAKE SHORE DRIVE, 141.55 FEET TO A SET IRON ROD; THENCE NORTH 88°42'42" WEST, 24.56 FEET TO A SET IRON ROD; THENCE CONTINUING NORTH 88°42'42" WEST, 267.37 FEET TO A SET IRON ROD; THENCE NORTH 81°49'28" WEST, 468.02 FEET TO A SET IRON ROD; THENCE NORTH 77°15'43" WEST, 231.68 FEET MORE OR LESS TO A POINT ON THE EASTERLY SHORE LINE OF LAKE SPRINGFIELD; THENCE NORTH 00°00'00" WEST ON SAID SHORE LINE, 3.64 FEET; THENCE NORTH 89°12'10" EAST ON THE SOUTH LINE OF TRACT 'O' OF EAST LAKE SHORE DRIVE, A DISTANCE OF 983.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.080 ACRES ±; ALL AS PER SURVEY IN JULY OF 2016 OF HANS B. DISTLEHORST, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-3271.



NOTES:
FIELD WORK COMPLETED JULY 15, 2016.
NO TITLE SEARCH WAS PROVIDED TO OR PERFORMED BY THE SURVEYOR FOR THIS SURVEY WHICH MAY DISCLOSE ANY RECORDS OF EASEMENTS, RIGHT OF WAYS, ENCUMBRANCES, OR OTHER FACTS RELATED TO THIS PROPERTY.
BASIS OF BEARINGS IS ILL STATE PLANE WEST ZONE, NAD83(2011)(EPOCH:2010); ORIGNO-NAVDS8(6501D12A)

THE ABOVE DESCRIBED PARCEL IS LOCATED IN ZONE X FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS PER MAP #17167C0265F DATED 8-2-2007. LAKE SHORE LINE IS LOCATED IN ZONE AE.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
REF TO MONUMENT RECORD DOC#2000R37424 AND ROW PLAT DOC#2000R209655

LEGEND
● IRON ROD/PIPE FOUND
○ 5/8" IRON ROD SET
— SURVEYED BOUNDARY (DEED)
(XX.XX) RECORD DIMENSION
(R) = RECORD
(M) = MEASURED

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3271
LICENSE EXPIRES NOVEMBER 30, 2016
HANS B. DISTLEHORST
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
3271
SANGAMON COUNTY, ILLINOIS

Sangamon Valley Surveying & Consulting, P.C.
5560 GREFFITT LANE, RIVERSTON, IL 62551
Ph./fax (217) 652-7773 or (217) 652-6772
Professional Design Firm No. 184-004490
Driven by: BRD
039 No. 2016-0953 Date: 7-27-2016
Sheet 1 of 2