

MARINA COMMITTEE MEETING

DATE OF MEETING: May 17, 2021 at 5:02 p.m. DeWitt County Building

MEMBERS PRESENT: Dan Matthews – Chair, Jay Wickenhauser, Terry Ferguson, Aaron Kammeyer and Travis Houser arrived at 5:15 p.m. Also, present, Joe & MaryBeth Caldwell, marina operators and Dee Rentmeister, County Administrator.

MEMBERS ABSENT: None

SUMMARY OF DISCUSSION:

- Dan Markwell, State's Attorney, was present to discuss with the committee about competitive bid requirements, the quit claim deed and title search in relation to the 75 acres. Motion by Ferguson, 2nd by Kammeyer to authorize a title search of the approximate 75 acres. Voice vote, motion carried.
- Have received word that the grant application for parking lot and breakwater repairs has been approved. Both projects will have to be bid. Received quote from Chastain & Associates to provide professional services for the parking lot project for a cost of \$3700.00. Motion by Kammeyer, 2nd by Houser to approve contract with Chastain & Associates to provide professional services for the parking lot project at a cost of \$3700.00. Voice vote, motion carried.
- Discussion on hiring someone one to replace the broken barrels on the breakwater. Joe will call G&H Marine and get a bid from them. Joe will also look to see if he can install.
- Received two bids for electrical repairs on the docks. Atchinson Electric - \$6856.00 including covers and Sessions Electric - \$7558.59 w/o covers. Motion by Kammeyer, 2nd by Wickenhauser to recommend to the full board to approve the bid from Atchinson Electric in the amount of \$6856.20 for electrical repairs on the docks. Voice vote, motion carried.
- Committee reviewed consent to remove certain land from the Marina Contract with 1125 Property Management to allow installation of a Wi-Fi tower. Motion by Kammeyer, 2nd by Ferguson to recommend to the full board to approve the addition of the "Consent" to the Marina Contract pending approval from the State's Attorney. Voice vote, motion carried.
- Motion by Wickenhauser, 2nd by Houser to recommend to the full board to approve the Wi-Fi Tower Lease. Voice vote, motion carried.
- Discussion on abandoned boats. MaryBeth indicated that an itemized list must be sent to DNR to do a title search (\$5.00 for each search) and then it would have to be advertised in the newspaper. Will start putting together an itemized list.
- Ferguson stated that he had talked with the County Engineer about getting some asphalt patch for the parking lot. The highway department would loan a truck and shovels for the project. Cost for the patch is \$80/ton. Motion by Ferguson, 2nd by Houser to purchase some asphalt patch at a cost not to exceed \$1000.00. Voice vote, motion carried.
- General discussion on where to move the slips from the old gas dock. Will need an Army Corp of Engineer permit to place the slips in another area.
- Motion by Wickenhauser, 2nd by Kammeyer to adjourn at 6:08 p.m. Voice vote, motion carried.

COMMITTEE ACTION:

Authorize a title search of the approximate 75 acres.
Approve contract with Chastain & Associates to provide professional services for the parking lot project at a cost of \$3700.00.
Recommend to the full board to approve the bid from Atchinson Electric in the amount of \$6856.20 for electrical repairs on the docks.
Recommend to the full board to approve the addition of the "Consent" to the Marina Contract pending approval from the State's Attorney.
Recommend to the full board to approve the Wi-Fi Tower Lease.
Purchase some asphalt patch at a cost not to exceed \$1000.00.

RECOMMENDATIONS TO THE BOARD:

Recommend to the full board to approve the bid from Atchinson Electric in the amount of \$6856.20 for electrical repairs on the docks.

Recommend to the full board to approve the addition of the "Consent" to the Marina Contract pending approval from the State's Attorney.

Recommend to the full board to approve the Wi-Fi Tower Lease.

DATE OF NEXT MEETING: June 7, 2021 at 5:30 p.m. at Clinton Lake Marina

**AGENDA FOR THE
MARINA COMMITTEE**

Date and Time of Meeting: May 17, 2021 at 5:00 p.m. Location: County Building

- 1) Call Meeting to Order
- 2) Persons Wishing to Address the Committee/Public Comment (If requesting action, also list below in section three).
 - a.
 - b.
- 3) Items for Discussion and Possible Action
 - a. Discuss and possible action on grant approval for parking lot and breakwater
 - b. Replacement of broken barrels on breakwater
 - c. Review and approve bid(s) for electrical work on docks 1 thru 4
 - d. Update on sale of 75 acres – Possible action on approval of firm(s) to conduct auction
 - e. WiFi tower lease
 - f. Revision to lease with Joe Caldwell
 - g. Removal of abandoned boats
 - h. Contract with Chastain for parking lot and/or breakwater project
 - i. Approve RFP for auctioneer
 - j. Purchase asphalt patch for parking lot repairs - \$80/ton
- 4) Closed Session
- 5) Items for Discussion Only (No Action Requested)
 - a.
 - b.
 - c.
 - d.
- 6) Motion to adjourn.

Posted: May 13, 2021 at 3:55 p.m.

By: Dee Dee Rentmeister

SESSIONS ELECTRIC LLC601 WEST LEANDER ST
CLINTON, IL 61727**Estimate**

Date	Estimate #
5/10/2021	357

217-935-2680 OFFICE
217-935-2282 FAX

Name / Address

CLINTON MARINA
6599 SAILBOAT RD
WELDON, IL 61882

Qty	FEET/ INCH...	Description	Total
1		PRICE TO CHANGE ALL GFIC'S ON DOCK 1, 2 & 3 WILL CHANGE COVERS @ \$26.67 EACH AS NEEDED (TOTAL DOES NOT INCLUDE ANY COVERS)	
1		MATERIAL (COVERS TO BE EXTRAS)	1,558.59
1		LABOR	6,000.00

ESTIMATE GOOD FOR 30 DAYS

Total \$7,558.59

Atchison Electric, Inc.

P.O. Box 222
 1015 W. Jackson
 Sullivan, IL 61951

QUOTATION

Quote Number: 21151
 Quote Date: May 5, 2021
 Page: 1

Voice: 217-728-4713
 Fax: 217-728-2384

Quoted To:
CLINTON MARINE SULLIVAN, IL 61951

Customer ID	Good Thru	Payment Terms	Sales Rep
CLIMAR	6/4/21	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
70.00	M	GFCI RECEPTACLES	20.29	1,420.30
70.00	M	METAL IN USE COVERS	20.87	1,460.90
1.00	M	MISC. MATERIAL: SCREWS, WASHERS ECT.	125.00	125.00
44.00	L	LABOR/SERVICE	87.50	3,850.00
		<p>This is the estimate for installing 70 GFCI receptacles and metal in use covers. If there are broken receptacle boxes or broken conduits going into the boxes, we will need to fix the problems. We will do these on a time and material basis.</p>		
Subtotal				6,856.20
Sales Tax				202.92
TOTAL				7,059.12

**CONSENT FOR REMOVAL OF CERTAIN LAND FROM THE MARINA
CONTRACT EXECUTED BY 1125 PROPERTY MANAGEMENT AND THE
DEWITT COUNTY BOARD**

1. Whereas, 1125 Property Management (hereinafter referred to as "1125") is the sole leaseholder of the Clinton Lake Marina pursuant to a "Marina Contract" entered into by 1125 and the DeWitt County Board (hereinafter referred to as "Board".) Said contract was executed on October 18, 2018 and all the terms of the Marina Contract are incorporated by reference into this Consent and further, all the terms thereof are hereby restated, ratified, and applicable to this Consent.
2. That under the Marina Contract, the certain ground was leased to 1125 and was attached to the Marina Contract as Exhibit A.
3. The parties agree that it would be beneficial to each party that Wi-Fi was available at the Clinton Lake Marina.
4. That the parties agree that a 25 foot by 25 foot portion of the leased land that is the subject of the Marina Contract be removed from the Marina Contract for purposes of the Board and/or its contractors to construct a Wi-Fi tower and to provide Wi-Fi to Clinton Lake Marina.
4. IN LIGHT OF THE FOREGOING, 1125 hereby CONSENTS to the removal the 25 foot by 25 foot portion of land from the Marina Contract as shown on **attached EXHIBIT A** for the purposes of the Board contracting with a wireless internet provider in order to construct a Communication Tower for the purposes of providing Wi-Fi to Clinton Lake Marina, upon the otherwise leased premises that are the subject of the Marina Contract.
5. That 1125 CONSENTS to all the foregoing, and the DeWitt County Board accepts said consent.

1125 Property Management

ACCEPTED BY DeWitt
County Board:

By: _____

By: _____

President

Chairman

Date: _____

Date: _____



**DEWITT COUNTY
STATE'S ATTORNEY'S OFFICE**

201 W. Washington St.
Clinton, IL 61727
Phone: (217) 935-7810
Fax: (217) 935-7819



John Hoblit
Asst. State's Attorney

Dan Markwell
State's Attorney

Tim Holl
Asst. State's Attorney

Tower Site LEASE

DEWITT COUNTY MARINA

This Lease Agreement will be entered into this ____ day of June, 2020, between the land owner County of DeWitt, Illinois, a body politic, ("Lessor") and Wireless Data Net, LLC. ("Lessee").

WHEREAS, Lessor possesses land in Dewitt County, Illinois, a location more particularly described as Clinton Lake Marina (the "Site") (together, the "Premises"); and

WHEREAS, Lessee desired to utilize site to construct a Communication Tower; and

WHEREAS, Lessor is willing to permit such use on the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **USE:** The Lessee may use the Site for the purpose of wireless voice and data communications. This includes constructing a self-supporting tower within a 20'x20' fenced area located as depicted in appendix A (see attached Map) or alternative location if preferred location is not approved by county zoning. Lessor will also provide any easements necessary to provide vehicle access to said locations.
2. **TERM:** The term of the Lease shall be five (5) years, commencing upon construction of the tower or no later than _____, 2020 (the "Commencement Date"), and terminating at 11:59 p.m. _____, 2025 (the "Original Term"). This lease will automatically be extended for five (5) additional years upon conclusion of the Original Term or any subsequent additional term, unless prior to 90 days before expiration of the term in effect, either party provides written notice to the other party of its desire to not renew the lease for an additional five (5) year term beyond the Original Term or any subsequent term.
3. **RENT:** Lessee will make its best effort to provide Internet bandwidth to the Marina building at an initial connection speed of 20 Mbps. for the term of this contract/lease. Lessor will provide a 15 Amp electric feed at the newly constructed tower site. Lessee will cover the expense of all materials and labor for this connection.

4. **ZONING:** Lessee understands that it will comply with any and all zoning requirements under the DeWitt County Code of Ordinances and the Illinois Compiled Statutes and shall obtain any needed zoning or building permits required from DeWitt County. In the event that needed zoning or permits are refused. Lessee may cancel this agreement without penalty.
5. **COMPLIANCE WITH LAW:** Lessee shall conform to current and future applicable laws and regulations of any public authority affecting the Site and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties. The Lessee shall obtain all federal, state permits and licenses necessary to operate under this Lease. Lessee shall operate its equipment and units in compliance with the rules and regulations of the Federal Communications Commission and any other applicable licensing authority. Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency or other governing agencies. Lessor and Lessee both agree to comply with any and all State of Illinois and Federal laws pertaining to the Lease and agree that the Leased Premises/Site shall not be used for any illegal purpose.
6. **IMPROVEMENTS:** Lessee shall have the obligation, at its expense, to install and maintain the tower facility. The Tower and any facility improvements shall remain the exclusive property of Lessee, and Lessee shall have the obligation to remove the tower and any other improvements associated with its construction following any termination of this Lease. After removal of its equipment, Lessee shall restore the Premises to its original condition at the time of leasing, including but not limited to complete excavation and removal of concrete foundation piers, and regrading of soil as may be required. Restoration of the Premises to its original condition shall occur within 30 days of termination of this Lease unless otherwise agreed to by a majority of the DeWitt County Marina Committee or such other committee as may be determined by the DeWitt County Board.
7. **ACCESS:** Lessor shall provide Lessee 24 hour/day, 7day/week ingress, egress, and access to the Site at no additional charge. Access to the Site is restricted to Lessee and its staff, and any contractors/subcontractors of the Lessee. Lessor retains the right to access the leased as may be necessary for maintaining the health, safety and welfare of persons at the Clinton Lake Marina property. Lessor shall make all practical attempts to contact the Lessee before any entry onto the leased Site.
8. **SUBLET/ASSIGNMENT:** Lessee shall give Lessor 90 days written notice of its intent to sublet the Premises or assign this contract/lease to any other party.
9. **TOXIC OR HARMFUL SUBSTANCES AND DEBRIS:** Lessee shall not keep on or about the Site any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, (and/or which are subject to regulation as hazardous, toxic, dangerous or harmful) by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances"). Lessee shall immediately notify Lessor of (i) all failures comply with any federal, state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (ii) all inspections of the Lessee's equipment at the Site by any regulatory entity concerning Hazardous

Substances at the Site, (iii) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Lessee's equipment at the Site. Lessee shall be fully and completely liable to Lessor and shall indemnify, defend, and hold harmless the Lessor and its employees, officers and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of the Lessee's use, disposal, transpiration, and/or generation of Hazardous Substances. Lessee shall not allow debris or refuse to accumulate at the Site.

10. **TAXES.** Lessee shall pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee's Equipment. Lessor shall pay any real or personal property taxes assessed on, or any portion of such taxes attributable to the land at the Site.

11. **INSURANCE:**

- a. Any policies maintained by Lessee, its contractors, or subcontractors shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained by Lessor. Lessee agrees and shall require each of its contractors and/or subcontractors to agree that they shall each arrange for the issuers of all insurance policies to waive their rights of subrogation against Lessor, including all elected officials and employees of Lessor.
- b. All insurance policies required shall be issued by a reputable company having a minimum Best's Rating of B+/IV and shall provide 30 days prior written notice of any substantial change in the coverage, cancellation or non-renewal. Such notices shall be required to be sent to Lessor as well as Lessee and/or Lessee's contractors or subcontractors. Prior to taking possession of Leased Premises, Lessee shall furnish copies all policies to the County Administrator.

Lessee shall maintain the following policies during the term of the Lease:

Lessee shall maintain a Workers Compensation insurance policy with a minimum coverage of \$1,000,000. This coverage shall extend to all employees, contractors, subcontractors, and their subcontractors utilized by Lessee. Policy must include a waiver of subrogation in favor of DeWitt County. Policy shall otherwise conform to the requirements of Workers Compensation laws.

Lessee shall maintain a General Liability insurance policy covering all employees, contractors, subcontractors, and all their subcontractors with a minimum coverage of \$1,000,000. Said policy shall cover bodily injuries, death, or incapacitation of persons and property damage sustained by one or more persons or entities. Lessor shall be added as Additional Insured through an endorsement properly designated by the insurance provider. Policy must include a waiver of subrogation in favor of DeWitt County.

All insurance policies shall be maintained by Lessee during the term of Lease and proof of the above coverage shall be filed with the County Administrator of DeWitt County. Policies must include a waiver of subrogation in favor of DeWitt County.

Lessee shall require any entity performing work on Lessee's behalf of any kind to meet or exceed the above requirements. Lessee agrees to indemnify County in the event that any entity performing work on Lessee's behalf seeks compensation for any action or omission.

12. **INDEMNIFICATION:** To the fullest extent permitted under law, Lessee agrees to protect, indemnify, defend and hold harmless Lessor, Lessor's agents, and Lessor's employees from and against any and all losses, costs, damages, liabilities, expenses or causes of actions brought against Lessor (1) arising out of, resulting from, relating to or connected with any act or omission of Lessee or Lessee's employees on or about the Leased Premises, and (2) any breach or violation of Lease and such obligations to indemnify shall survive the termination of this Lease for any reason.

1. Lessee releases Lessor from any claims for any personal injury or any loss of damage resulting directly or indirectly from any existing or future condition, defect, matter, or thing in or about the Leased Premises or resulting from any accident in or about the Leased Premises or resulting from any act or neglect.
2. Lessee agrees, in any dispute arising out of Lease, to waive any and all consequential damages, compensation or claims for inconvenience or loss of business, rents or profits. Lessee shall also indemnify and hold Lessor harmless for any damages caused by fire, vandalism, or acts of God to any vehicle, equipment, merchandise or personal property on Leased Premises, except to the extent losses are a result of Lessor's willful misconduct or breach of Lessor's obligation under Lease.

13. **CONDEMNATION.** If a condemning authority takes all of the Site, or a portion sufficient, in Lessee's determination, to render the Tower unsuitable for the use, which Lessee was then making of the Tower, this Lease shall be terminated as of the date the title vests in the condemning authority.

14. **INSOLVENCY:** If a receiver or trustee is appointed to take possession of all or substantially all of the assets of Lessee; or if any action is taken or suffered by Lessee pursuant to an insolvency, bankruptcy or reorganization act; or if the Lessee makes a general assignment for the benefit of its creditors; and if such appointment, action or assignment continues for a period of thirty (30) days, it shall, at Lessor's option, constitute a breach by Lessee and Lessor shall be entitled to the remedies set forth in this document.

15. **DESTRUCTION, FORCE MAJURE:** If the Site, or the Tower are destroyed or damages so as, in Lessee's judgment, to hinder the effective use of the site, by no act of the Lessee or Lessor, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor not more than 15 days following the date of damage. Lessor shall not be responsible for repair or replacement of any equipment that may be damaged or destroyed or for any other damages, consequential or direct, which may result from damage or destruction to Lessee's equipment.

16. **CONFLICT OF INTEREST:** Lessor and Lessee hereby represent that neither has a conflict of interest in entering into this Lease, nor are either Lessor or Lessee prohibited by law from entering into said Lease.
17. **AUTHORITY:** Lessee represents that he/she/it has full authority and power to enter into Lease, and shall be responsible for the obligations contained herein. Lessee represents authorization to enter into this agreement has been granted by majority vote of the County Board of DeWitt County, Illinois.
18. **BODY POLITIC:** Lessee understands that this agreement is with a body politic, and no single member may alter this agreement or bind DeWitt County without prior approval of the DeWitt County Board, and a board member may only employ discretion that has been approved by vote and delegated to him by the board as a whole.
19. **DISPUTE RESOLUTION AND INTERPRETATION:**
- a. **COMPLETE AGREEMENT:** This Lease is the complete and whole agreement between the parties. No other negotiations or communications, be they past or future, shall be applicable to the interpretation of this Lease in the event of a dispute. Any negotiations or promises be they oral or written, whether supported by consideration or not, shall not be considered part of Lease or be used in the interpretation of Lease. Nor shall the past or future conduct of either party be used in interpreting Lease.
 - b. **CHOICE OF LAW:** This Lease and any disputes arising from enforcement or interpretation of Lease shall be governed by the laws of the State of Illinois.
 - c. **DISPUTE VENUE:** In the event of a legal dispute concerning Lease, the venue shall be the Circuit Court of DeWitt County, Illinois. Both parties hereby agree to waive jury trial and settle any dispute by bench trial before a judge assigned to the case by the Chief Judge of the Sixth Judicial Circuit. Both parties agree that the Circuit Court of DeWitt County shall have jurisdiction over any dispute arising from Lease, and shall not object to jurisdiction or venue. This section does not prohibit the parties from attempting to reach an agreement in lieu of litigation in the event of a dispute.
 - d. **ATTORNEYS' FEES:** If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, not to include filing fees, discovery costs, or costs of appeal.
 - e. **WAIVER:** Waiver of any condition stated at any time shall not be considered a permanent waiver of the authority of either party, and either Lessor or Lessee may waive then later enforce any condition at their discretion.
 - f. **HEADINGS:** The headings or titles of each section of Lease are for convenience and reference only and shall not be used in the interpretation of Lease.

- g. **DEFAULT:** The following shall result in default
 - i. Lessee fails to make its best effort to provide internet service.
 - ii. Lessee fails to maintain required insurance coverage. Lessee shall have 10 business days to cure any lapse in required coverage upon discovery.
 - iii. Lessee becomes insolvent or bankrupt.
 - iv. Any other failures not specifically listed that are an obligation of Lessee.

This Lease may also be terminated pursuant to the terms of Paragraph 2. Upon termination of this agreement, Lessee agrees to remove all of its facility from the Site, and return the areas occupied by the Tower to their original condition at the time of leasing within 30 days of the termination, unless otherwise agreed to by the Lessor and Lessee. Removal of the Tower and any other improvements of the Lessee shall be done in such a manner as to not materially affect the operation of the Clinton Lake Marina.

In the event of any breach of any provision of this Lease by Lessee, the breach shall be deemed a default, entitling Lessor to the remedies set forth in this Lease or otherwise available at law or equity, after Lessor has delivered to Lessee notice of the breach and a demand that the same be remedied immediately; provided that Lessee shall not be in default after receipt of notice, if Lessee cures the breach within ten (10) days after receipt of notice. When a default is discovered Lessor shall send notice via certified mail to Lessee.

- h. **REMEDIES:** In the event of a default, Lessor shall have the right to terminate the Lease and re-enter the Leased Premises after Lessee fails to cure default, or in the case of immediate default Lessor shall have the right to terminate Lease and re-enter the Leased Premises immediately. Lessee may confess termination of Lease through a writing authorizing such signed by a principal of Lessee. Upon such termination, Lessor may seek damages for any such breach or default with or without terminating the Lease.

20. **NON-DEFAULT TERMINATION:**

- a. In addition to any other termination rights set forth in Lease, Lessor may, at its sole discretion, terminate all or a part of this Lease upon written request by Lessee for surrender of leasehold upon satisfaction by the Lessee of all outstanding rents, duties and obligations.
- b. **TERMINATION BASED UPON CHANGE IN LAW:** In the event a law is enacted by the Illinois legislature rendering contract/lease void, or if such law confers an additional burden upon Lessee, such Lease shall be deemed terminated, and both parties shall be free of any future obligations regarding Lease, but all previous obligations shall remain.

- 21. **SALE OF PREMISES:** Should the current County Board or future County Board determine by majority vote to sell the Premises/Site commonly known as the Clinton Lake Marina, this Lease shall be deemed to run with the land during the term of this agreement, and all previous obligations shall remain.

22. **CONSEQUENTIAL DAMAGES:** Nothing in this lease agreement shall limit a party from seeking consequential damages in the event of breach.
23. **COVENANT AGAINST LIENS:** Lessee hereby covenants and agrees that it will not cause or permit any lien or claim for lien to be asserted against the Leased Premises or any improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee. Lessee shall indemnify Lessor for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to Lease termination. Lessee shall actively seek to terminate any lien placed against Leased Premises or any improvements thereon at Lessee's expense. Lessee shall cause any such lien to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by Lessor. Lessor may take action, at its sole option, to remove any lien and shall be entitled to full reimbursement for all costs in removing lien from Lessee.
24. **FREEDOM OF INFORMATION ACT:** Lessee agrees to provide documents upon request to comply with the Illinois Freedom of Information Act, and understands that such requested documents must be provided promptly to comply with said Act. Lessee agrees to indemnify and hold harmless Lessor for any action arising out of its failure to supply required documents to comply with said Act. Lessee understands that it may be subject to the Freedom of Information Act due to Lease and the agreement with Lessor, a body politic of the State of Illinois.
25. **MISCELLANEOUS.** The substantially prevailing party in any litigation, arbitration or other action arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.
26. **SAVINGS:** This Lease shall be construed in accordance with the laws of the State of Illinois. In the event that any one of the conditions set forth in Lease are held to be contrary to public policy or otherwise unenforceable by a court, both parties agree all other conditions of Lease shall remain in full force and effect.
27. **CHANGES OR AMENDMENTS:** Any and all changes to this Lease shall be in writing and authorized by majority vote of the County Board of DeWitt for and by an authorized agent for Lessee. No oral agreements shall be binding on either party. Lessee acknowledges that a single board member may not bind the county unless previously authorized by majority vote to act on behalf of the County of DeWitt.
28. **THIRD PARTY BENEFICIARIES:** Lessee agrees that there are no intended third party beneficiaries to Lease other than the Marina Operator, nor are any rights conferred upon any party not named in Lease. This Lease is subject to the approval of the Marina Operator and any renewal or extension of Lease is subject to the approval of the existing Marina Operator at the time of the renewal or extension.

29. **POINT OF CONTACT:** In the event that Lessor must be contacted to resolve an issue, Lessee shall contact the current DeWitt County Marina Committee Chairman at 201 W. Washington Street, Clinton, IL. 61727. In the event that the Marina Committee Chairman is not available and an alternative contact has not been established any member of the Marina Committee may be contacted in lieu of the Chairman. The DeWitt County Board reserves the right to remove this authority as a body politic or transfer this authority to another agent or board member without prior notice to Lessee. In the event Lessee must be contacted to resolve an issue, Lessor shall contact Lessee as follows: Wireless Data Net, LLC, ATTN: Tristan Johnson, PO Box 345, Saybrook, IL. 61770.

All legal notices to Lessor shall be sent to:
DeWitt County Marina Committee
201 W. Washington Street
Clinton, IL 61727

With a copy sent to:
DeWitt County State's Attorney's Office
201 W. Washington Street
Clinton, IL 61727

All legal notices to Lessee shall be sent to:

Tristan Johnson
Wireless Data Net, LLC
P.O. Box 345
Saybrook, IL. 61770

LESSOR
David Newberg, County Board Chairman on behalf of the County of DeWitt

Date

LESSEE
Tristan Johnson, Principal Officer Wireless Data Net, LLC

Date