

MARINA COMMITTEE MEETING

DATE OF MEETING: June 7, 2021, at 5:34 p.m. DeWitt County Building

MEMBERS PRESENT: Dan Matthews – Chair, Jay Wickenhauser, Terry Ferguson, Travis Houser, and Aaron Kammeyer. Also, present, Dee Dee Rentmeister, County Administrator, Joe Caldwell, marina operator and Dan Markwell, State’s Attorney.

MEMBERS ABSENT: None

SUMMARY OF DISCUSSION:

- Robert Thomas spoke to the committee about the closed session agenda item. He does not believe that the committee can go into closed session to discuss the management contract/lease. He indicated that he is part of group that is wanting to place a bid on the management when the current contract ends along with some others. Any substantial changes to the current contract/lease would require the County to send out a request for bids. Mr. Thomas also questioned the validity of closed session at last months meeting. The committee did not have a closed session in either of the May meetings.
- Motion by Houser, 2nd by Kammeyer to approve the May minutes. Voice vote, motion carried.
- Motion by Ferguson, 2nd by Kammeyer to approve the claims. Voice vote, motion carried.
- Received the title search for the 75-acre parcel. The State’s Attorney indicated that this should be given to the appraiser to see if it has any affect on the appraisal of the property. Ferguson stated that he had spoken with Brett Nauman from Exelon about the possible sale of the property. He would like to have the information and have the real estate division look it over and see if there is any problem with the County selling the property since it was given to the County from Exelon. Ferguson also indicated that Nord and Haycraft would be willing to conduct the auction for 2.5% of the sale or nor more than \$29,900. Motion by Kammeyer, 2nd by Ferguson to recommend to the full board to sale the 75+- parcel pending information on the appraisal and approval from Exelon. Voice vote, motion carried.
- Discussion on the location of the proposed Wi-Fi tower. Houser stated that the tower would have a 6x6 base with a 25’ fence around it. The company would utilize the access road to the septic field. Houser will go out and obtain GPS coordinates with a 25’ square around the tower placement. Motion by Kammeyer, 2nd by Wickenhauser to recommend to the full board to approve the Wi-Fi tower lease pending receipt of the exact location of the tower. Voice vote, motion carried.
- Motion by Ferguson, 2nd by Kammeyer to recommend to the full board to revise the management contract with 1125 Property Management to exclude the location of the Wi-Fi tower. Voice vote, motion carried.
- Matthews informed the committee that Atchinson Electric has finished replacing the GFIs on the docks as approved last month.
- Matthews stated that he and Ferguson met with Atchinson Electric and Chastain on May 21 about the electric needed for the gas dock. At that time, they asked Atchinson for a bid to add lights and electrical outlets to the slips. Total bid was \$56,963. The additional lights and outlets were approximately \$17,500. Discussion on whether this should be bid out. The board approved the electric necessary for the gas dock replacement. Discussion on the number of lights on the slip/ramp area. Motion by Kammeyer, 2nd by Ferguson to recommend to the full board to install lights and electrical outlets on the slips/ramp at a cost not to exceed \$17,500. Voice vote, motion carried.
- Joe updated the committee on projects:
 - Memorial Day weekend was slow but last weekend was busy.
 - Holes in the parking lot have been patched.
 - Working on the Army Corp of Engineer permits. Committee needs to determine exactly where the old slips from the old gas dock are going to be placed and this must be submitted to the Army Corp of Engineers for a permit.
 - Working on a rescue boat that the fire department will have access to.
 - Houser asked about the spraying of weeds in the parking lot areas and shoreline. Joe indicated that they are working on it.

- Discussion on restriping the parking lot.
- Matthews stated that the committee needs to come up with what design they want for the breakwater.
- Craig Rost from the Sailboat Association was present and stated that they were working on cleaning up the shoreline. They would like to bring in sand to the little beach area. Committee asked Craig to submit a picture and request to the committee.
- On advice from the State's Attorney any discussion on the contract/lease with 1125 Property Management should be conducted in open session. Matthews stated that he would like to offer a three-year renewal not just a one-year renewal as stated in the current contract. The reasons for this are that the first year the place was run down, and Joe spent that time just trying to clean it up; the second year was hit with COVID which brought about a closure and then restrictions and this the third year the county is moving ahead with replacing the gas dock, installing a Wi-Fi tower, breakwater repairs and replacement, parking lot repairs and the sale of the 75 acres. Committee discussed the need to be able to recoup money for the improvements and how this could be done to benefit the county and the management company. Dan Markwell, State's Attorney, stated that any material changes to the current contract involving money would require a request for proposals; and changing of the monetary terms of the current agreement would require new bids be taken. Committee asked the state's attorney if they presented changes to the current contract to him if he would look it over and determine if it would have to be bid out. Matthews stated that if Joe knew that he had another three years he would be willing to invest some of his money in the marina. Matthews asked Markwell to look into if there was any opportunity to offer a 3-year continuation instead of the 1-year renewal without having to give a 90-day notice of intent to not renew.
- Matthews asked committee members to bring breakwater ideas and changes to the management contract to the meeting next month.
- Motion by Wickenhauser, 2nd by Kammeyer to adjourn at 7:17 p.m. Voice vote, motion carried.

COMMITTEE ACTION:

Approve May minutes.

Approve the claims.

Recommend to the full board to sale the 75+- parcel pending information on the appraisal and approval from Exelon.

Recommend to the full board to approve the Wi-Fi tower lease pending receipt of the exact location of the tower.

Recommend to the full board to revise the management contract with 1125 Property Management to exclude the location of the Wi-Fi tower.

Recommend to the full board to install lights and electrical outlets on the slips/ramp at a cost not to exceed \$17,500.

RECOMMENDATIONS TO THE BOARD:

Recommend to the full board to sale the 75+- parcel pending information on the appraisal and approval from Exelon.

Recommend to the full board to approve the Wi-Fi tower lease pending receipt of the exact location of the tower.

Recommend to the full board to revise the management contract with 1125 Property Management to exclude the location of the Wi-Fi tower.

Recommend to the full board to install lights and electrical outlets on the slips/ramp at a cost not to exceed \$17,500.

DATE OF NEXT MEETING: July 6, 2021 at 5:30 p.m.

**AGENDA FOR THE
MARINA COMMITTEE**

Date and Time of Meeting: June 7, 2021, 1t 5:30 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. Approve last month's minutes
 - b. Approve claims
 - c. Approve Atchison Electric bid for new gas dock
 - d. Review Title Search on 75 acres with possible action to full board
 - e. Recommend to full board location and lease of Wi-Fi tower
 - f. Recommend to full board revision to lease with Joe Caldwell
 - g.
 - h.
 - i.
 - j.
- 4) Closed Session
 - a. Discuss renewal of lease with Joe Caldwell
- 5) Items for Discussion Only (No Action Requested)
 - a. Options for breakwater
 - b.
 - c.
 - d.
- 6) Motion to adjourn.

Posted: June 3, 2021, at 12:30 p.m.

By: Dee Dee Rentmeister

**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

OWNERSHIP, TAX AND LIEN SEARCH

PREPARED BY TAYLOR ABSTRACT COMPANY

Title Company Search No: DEW 15907

Applicant: DeWitt County States Attorney – Dan Markwell

Search Date: 05/26/2021

The estate or interest in the land described or referred to in this Search is at the Effective Date hereof vested in:

DeWitt County, Illinois

Common Address: Creek & Harp Twp. Real Estate, Clinton, IL 61727

Tax Parcel Number(s): 13-02-200-010 & 08-35-400-007

Our search is of the following land(s):

Parcel 1:

That part of Lot H35B, Lot H36B, Lot C1A and Lot C2D of the Replat of Illinois Power Company's Addition in DeWitt County, Illinois, as recorded as Document No. 115315 in Book "B" of plats, beginning on Page 136 in the records of said County, described as follows, to-wit:

Beginning on the East line of Lot H35B at a point 575 feet South of the Northeast corner thereof; thence South 00°59'56" West along said East line a distance of 433.04 feet to a point 100 feet North of and normal to the centerline of the existing Marina Access Road; thence South 89°00'04" East along a line 100 feet North of the centerline of the existing Marina Access Road, a distance of 52.88 feet to a point of curvature; thence Southeasterly 571.13 feet along a curve to the right lying 100 feet Northeasterly of the said centerline having a radius of 450.00 feet, the chord of said curve bears South 52°38'32" East, a distance of 533.56 feet; thence South 16°16'59" East along a line 100 feet Easterly of the said centerline, a distance of 208.03 feet to a point of curvature; thence Southerly 565.73 feet along a curve to the right lying 100 feet Easterly of the said centerline having a radius of 860.00 feet, the chord of said curve bears South 02°33'44" West, a distance of 555.58 feet; thence South 21°24'27" West along a line 100 feet Easterly of the said centerline, a distance of 96.89 feet to a point of curvature; thence Southerly 378.55 feet along a curve to the left lying 100 feet Easterly of the said centerline having a radius of 365.00 feet, the chord of said curve bears South 08°18'15" East, a distance of 361.81 feet; thence South 38°00'56" East along a line 100 feet Northeasterly of the said centerline, a distance of 131.92 feet to a point on the Northwestern right of way line of the Township Road #175 recorded in Book 195 page 783; thence Southwesterly 194.18 feet along said right of way line being a nontangent

curve to the left having a radius of 508.37 feet, the chord of said curve bears South 53°22'23" West, a distance of 193.00 feet; thence South 42°25'51" West along said right of way line, a distance of 544.57 feet to the Southerly water line of Clinton Lake at normal pool (690 foot elevation); thence generally Westerly and Northerly along the meanders of said water line of Clinton Lake to a point on a finger of land in Clinton Lake, said point being approximately 1,354 feet(1,315 feet record) North of and 514 feet (470 feet record) East of the Southwest corner of Lot H35B; thence South 89°00'29" West along a line parallel with the Northerly line of said Lot H35B, a distance of 195.00; thence North 28°43'09" East, a distance of 1,092.75 feet to a point being approximately 835 feet East of and 350 feet South of the Northwest corner of said Lot H35B; thence North 89°00'29" East along a line 350 feet Southerly of and parallel with the Northerly line of said Lot H35B, a distance of 595.00 feet; thence South 00°59'56" West along a line 1,228.02 feet Westerly of and parallel with the Easterly line of said Lot H35B, a distance of 124.30 feet; thence South 73°33'44" East, a distance of 335.28 feet to a point on a line 575 feet Southerly of and parallel with the Northerly line of said Lot H35B; thence North 89°00'29" East along said parallel line, a distance of 905.39 feet to the point of beginning; containing in all 98.33 acres, more or less, of which 44.88 acres, more or less, is in Clinton Lake and 53.45 acres more or less, is above Clinton Lake, situated in the County of DeWitt, State of Illinois.

Parcel 2:

That part of Lot H35B of the Replat of the Illinois Power Company's Addition in DeWitt County, Illinois as recorded as Document No. 115315 in Book "B" of plats, beginning on page 136 in the records of said county lying Southwesterly of the Southerly and Westerly water line of Clinton Lake at normal pool (690 foot elevation); also that part of Lot H35A of said Replat of the Illinois Power Company's Addition lying Southeasterly of the Southeasterly water line of said Clinton Lake also Lot C2C of the said Replat of the Illinois Power Company's Addition; also that part of Lot C2D of the said Illinois Power Company's Addition lying Southwesterly of the Southerly and Westerly water line of said Clinton Lake, excepting therefrom that portion of said Lot C2D dedicated as a Township Road #175 recorded in Book 195, page 783 more particularly described as follows:

Beginning at the Southeast corner of said Lot C2D; thence South 89°01'04 seconds West along the Southerly line of said Lot C2D, a distance of 61.41 feet to a point on the Westerly right of way of said Township Road; thence North 00°21'53" East along said Westerly right of way, a distance of 399.21 to a point of curvature; thence Northerly 265.06 feet along said right of way being a curve to the right having a radius of 508.37 feet, the chord of said curve bears North 15°18'05" East a distance of 262.07 feet to a point on the Easterly line of said Lot C2D; thence South 00°54'23" West along said Easterly line, a distance of 651.01 feet to the point of beginning; also that part of Lot C1A of the said Illinois Power Company's Addition lying Southerly of the Southerly water line of said Clinton Lake and Northwesterly of the Northwest right of way of said Township Road #175, all situated in the County of DeWitt, State of Illinois.

TRACT SEARCH

We have made an examination of The Company's proprietary indices and/or public records for the county in which the land is located up to and including the Search Date and find the following:

-Rights of public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.

-Rights of way for drainage ditches, drain files, feeders, laterals, and underground pipes, if any.

-The Premises lie within the DeWitt County Soil Conservation District and may be subject to assessments for the benefits derived therefrom.

Note: We find no unpaid assessments as of the above date.

-Rights of the United States of America, the State of Illinois, the Municipality and the public in and to that part of the land lying within the bed of the Salt Creek, and the rights of other owners of land bordering on the Creek in respect to the water of said Creek.

-Easements granted to Shell Oil Company as follows:

Date recorded 02/16/1931 in Book 90 at Page 51 as Document No. -- for Oil and Gas Pipeline;

Date recorded 02/04/1977 in Book 197 at Page 416 as Document No. 109755 for Oil and Gas Pipeline;

Date recorded 02/04/1977 in Book 197 at Page 420 as Document No. 109756 for Roadway;

Date recorded 02/04/1977 in Book 197 at Page 423 as Document No. 109757 for Valve Installation;

Date recorded 06/19/1940 in Book 100 at Page 206 as Document No. -- for Pole, rectifier, cables and gas pipes;

Date recorded 11/06/1926 in Book 83 at Page 356 and 358 as Document No. -- for Pipeline.

As assigned by Ozark Pipeline Company by instruments recorded in Book 100, page 227 and Book 113, page 399.

Unrecorded Agreement dated 09/19/1975 between Shell Oil Company and Illinois Power Company, as modified by Modification of Agreement dated 03/02/1982 between Shell Oil Company and Illinois Power Company.
(Affects premises in question and other premises.)

-Easements or dedications for roadway or highway purposes as follows:

Date recorded 08/19/1974 in Book 191 at Page 623 as Document No. 101757; Grantee being Chester D. Lynn.
(Affects Lot C1A)

-Lease Agreement dated 11/12/1986 between Illinois Power Company, as "Lessors", and Home Port Marina Management, Inc., as "Lessee", as amended by Modification of Lease Agreement dated 03/13/1987, Lease Extension Agreement dated 03/09/1990, Modification of Lease Agreement dated 04/03/1992, Modification of Lease Agreement dated 01/26/1993, and Modification of Lease Agreement dated 12/31/1996, and Modification of Lease Agreement dated as of 12/14/1999.
(Lease 1201A; Location 1210)

-Access Easement dated 09/19/2003 and recorded 09/19/2003 in Book 331 at page 65 as Document No. 205681 from DeWitt County, Illinois to Amergen Energy Company, LLC.
(For Further important provisions see records.)

-Lease Agreement dated 11/12/1986 between Illinois Power Company, as "Lessors", and Home Port Marina Management, Inc., as "Lessee", as amended by Modification of Lease Agreement dated 03/13/1987, Lease Extension Agreement dated 03/09/1990, Modification of Lease Agreement dated 04/03/1992, Modification of Lease Agreement dated 01/26/1993, and Modification of Lease Agreement dated 12/31/1996, and Modification of Lease Agreement dated as of 12/14/1999.
(Lease 1201A; Location 1210)

-Access Easement dated 09/19/2003 and recorded 09/19/2003 in Book 331 at page 65 as Document No. 205681 from DeWitt County, Illinois to Amergen Energy Company, LLC.
(For Further important provisions see records.)

NAME SEARCH

We have made a Name Search of The Company's proprietary indices and/or public records for the county in which the land is located of the following names:

DeWitt County, Illinois

Our Name search discloses the following matters which may give rise to a lien upon the land:

None

TAX SEARCH

We have conducted a search of the DeWitt County records for real estate tax information on the Tax Parcel Number(s) stated above and report as follows:

Taxes for the years 2020 and 2021, which are a lien although not yet due or payable.
Tax I.D. No.: 13-02-200-010
Amount of 2020 Taxes: EXEMPT

Tax I.D. No.: 08-35-400-007
Amount of 2020 Taxes: EXEMPT

NOTE: The property parcel numbers and real estate tax amounts are provided for informational purposes only. Our office does not guarantee or insure the accuracy or completeness thereof, nor does our office assume liability for any tax increases due to retroactive evaluation, change in land use, or loss of exemptions and any policies of insurance issued will be subject hereto. Be advised that these numbers or real estate amounts should not be relied upon and should be independently verified of accuracy.

TAYLOR ABSTRACT COMPANY

BY: Heidi Estes

NOTE: THIS SEARCH IS SUBJECT TO THE TERMS & CONDITIONS.

TERMS AND CONDITIONS

Taylor Abstract Company (hereinafter referred to as the Company), has prepared this search at the request of the Applicant and subject to the Terms and Conditions herein stated. The Company reserves the right to not process a search request based on its' complexity.

Types and Scope of Search products:

"Ownership, Tax and Lien Search" (OTL) is a search of the Company's proprietary indices and/or public records. This product is a search of the land described by legal description. Where based upon a street address furnished by Applicant the Company assumes no liability for the accuracy of the determination that the street address so furnished and listed and the land described by legal description constitutes the same premises. The search discloses matters of record currently affecting title to the land described from the date of recording of the Search Commencement Document, as defined therein, up to and including the Search Date. Mortgages and liens which have been released of record are not shown. These searches includes a Name Search which is a search of the Company's name indices and/or public records only for matters which create a lien upon the land. The spelling of the names searched will be as furnished by Applicant for said search or as

disclosed on the OTL. Only the name of the grantee(s) contained in the last recorded deed of conveyance will be searched unless a specific name to be searched is furnished by the Applicant. This searches includes information regarding the status of real estate taxes as disclosed by an examination of the County records. The Company does not analyze instruments for legal sufficiency. Documents are reported based on the characterization of the instrument by its preparer. Other than the real estate tax information these searches do not show matters unless they have been filed in the Office of the Recorder of Deeds in the county where the land is located.

“Ownership Report” is a search of the Company’s proprietary indices and/or public records. This search is of the land described herein by legal description. Where based upon street address furnished by Applicant the Company assumes no liability for the accuracy of the determination that the street address so furnished and listed and the land described by legal description constitutes the same premises. This search only provides information regarding the most recent recorded conveyance of the land and does not include information which would be disclosed by an OTL.

“Search Date” refers to the date through which the records have been searched. Searches do not purport to cover, nor shall the Company have any liability regarding, matters which are recorded or filed after the Search Date.

In addition to the search products set forth above the Company offers other Special Search services which are available upon request. The scope of said searches shall be negotiable. All Special Search services are subject to these same Terms and Conditions.

U.S. Fair Credit Reporting Act Statement: This search is furnished by the Company for the purpose of providing information relative to the record ownership of the subject land and without any regard to the credit worthiness of the particular parties who have owned or possessed the land during the search period. This is a search on property and not a report on any person.

Search products are not a title insurance policies, guarantees, or opinions of title and should not be relied upon as such. This search is made by the Company solely for the benefit of the Applicant. No third party shall have any right to rely on said search for any purpose whatsoever under any third party beneficiary theory, products liability theory or any other theory of law whatsoever.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE SEARCH. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY’S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS SEARCH SOLELY FOR A LOSS TO THE APPLICANT BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO DISCLOSE THOSE MATTERS WHICH UNDER THE TERMS AND PROVISIONS SHOULD HAVE BEEN DISCLOSED BY THE SEARCH; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF ONE THOUSAND DOLLARS (\$1,000.00). NONPAYMENT BY APPLICANT OF THE COMPANY’S SEARCH CHARGES SHALL RELIEVE THE COMPANY OF ALL LIABILITY FOR ERROR.