

AGENDA

**SPECIAL JOINT MEETING OF THE
Carbondale City Council & Carbondale Park District Board of Commissioners
Monday, August 31, 2020
6:30 P.M.**

**VIA ZOOM ONLINE MEETING
<https://zoom.us/j/9031181650>
PASSWORD-1650
MEETING ID- 903 118 1650**

- I. ROLL CALL FOR EACH BODY
 - A. Both elected bodies will call roll for their organization.
- II. APPROVAL OF AGENDA
- III. CITIZENS COMMENTS
- IV. UNFINISHED BUSINESS
 - A. Discussion/Approval proposed lease regarding the Kids Korner building.
- V. NEW BUSINESS
 - A. Discussion/Leases Evergreen Park & Superblock Sports Complex.
- VI. BOARD/COUNCIL COMMENTS
- VII. ADJOURNMENT

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM I - - ROLL CALL

Commissioners/Council Present:

Staff Present:

Adams _____
Trimble _____
Flowers _____
Sergeev _____
Suarez _____
Bradshaw _____
Doherty _____
Fronabarger _____
Grant _____
Harvey _____
Loos _____
Henry _____

Burns _____
Day _____
Anderson _____
Melzer _____
Renfro _____
Montgomery _____
Twomey _____

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____
Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM II-- APPROVAL OF AGENDA

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM III - - CITIZENS COMMENTS AND QUESTIONS

If you wish to address the Board/Council on a matter not covered by the printed AGENDA, please raise your hand and the President or Mayor will recognize you.

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

FOR YOUR INFORMATION

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CARBONDALE AND
THE CARBONDALE PARK DISTRICT**

The Carbondale Park District (the District) agrees to indemnify the City of Carbondale (the City) during the period of time that the District occupies the old postal building (the Premises) located on the property commonly known as Turley Park for the Kid's Corner program, and until the parties execute a Lease. The parties also agree to the following:

The City will:

- Permit the District to occupy the Premises for 30 days while the parties negotiate a lease.

The District will:

- The District agrees to maintain liability insurance upon the property in the following amounts:

Bodily Injury	\$1,000,000.00
Property Damage	\$100,000.00
- Lessee shall indemnify and hold harmless the Lessor, officers, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (City's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Property, and Lessee, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Lessor; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessor's indemnification to Indemnitees as set forth herein. Lessor's obligation hereunder shall be satisfied when Lessee has provided to the appropriate form of dismissal relieving Lessor from any liability for the action or claim involved.

City and District:

- City and District agree that this Agreement and Indemnification shall be binding upon the parties hereto exclusively between the dates of September 1, 2020 and September 30, 2020. This Agreement shall have no effect prior to September 1, 2020 or after September 30, 2020 and shall expire by its terms without any further notice due by either party.

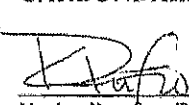
APPROVALS:

CITY OF CARBONDALE



Gary Williams, City Manager 8-4-2020 Date

CARBONDALE PARK DISTRICT



Kathy Renfro, Executive Director 8/17/20 Date

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM IV - - UNFINISHED BUSINESS

- A. Discussion/Approval proposed lease regarding the Kids Korner building.

BOARD ACTION:

Motion By:_____ 2nd By:_____

ROLL CALL:

Adams_____ Flowers_____ Trimble_____

Sergeev_____ Suarez_____



CARBONDALE

All Ways Open

LEASE

This Indenture dated this the _____ day of _____, 2020, Witnesseth That: THE CITY OF CARBONDALE, ILLINOIS, a municipal corporation, hereinafter referred to as "Lessor", leases to the Carbondale Park District, hereinafter referred to as "Lessee", and Lessee accepts that certain portion described as approximately 3,000 sq. ft. in the Turley Park Old Post Office Building located at 101 N.Glenview Drive, Carbondale, IL 62902, herein and hereby made a part hereof, shall; hereinafter be referred to as "Premises", from the 1st day of July 2020.

In Consideration hereof, the Lessor and Lessee covenant and agree as set forth herein, and as set forth in Rider "A", if said Rider is attached hereto:

I. RENT

Lessee agrees to and shall pay to Lessor as rent for the premises \$500.00 per month.

II. TERM OF LEASE

This lease shall commence on the day and year noted above and shall terminate on June 15, 2021.

III. MAINTENANCE OF PREMISES

Lessee will be responsible for providing:

- A. All services, equipment, machinery and materials necessary for the maintenance of said premises shall be purchased, maintained, repaired, replaced and stored by the Lessee, at Lessee's sole expense. These services include refuse disposal, water and sewer, recycling, cleaning, mowing, landscaping, and other services necessary to maintain the premises in good working order.
- B. Furnish and install replacements of fluorescent lamps and/or light bulbs for standard building lighting fixtures.
- C. Any exterior signs upon approval of such by the City of Carbondale Planning Department.
- D. Lessee shall be responsible for 50% of cost for repairs or replacement of the HVAC system, roof, and the plumbing system that is below the concrete

foundation.

Lessor will be responsible for:

- A. Maintenance of parking lots.
- B. Removal of snow from parking lots and public sidewalks.
- C. Lessor shall be responsible for 50% of cost for repairs or replacement the of the HVAC system, roof, and the plumbing system that is below the concrete foundation.

IV. CERTAIN RIGHTS RESERVED BY LESSOR

Lessor reserves and may exercise without affecting Lessee's obligations hereunder, the following rights:

- A. To name or change the building's name or street address.
- B. To show the premises to prospective tenants at reasonable hours during the lease term and, if vacated during such year, to prepare the premises for re-occupancy.
- C. To retain at all times, and to use in appropriate instances, keys to all doors and locked spaces within and into the premises, exclusive of Lessee's vaults and safes.
- D. To have and retain a paramount title to the premises free and clear of any act of Lessee purporting to burden or encumber it.
- E. To perform six month walk-through inspection of the property with a representative of the Park District.

V. WAIVER OF CLAIMS

Except as otherwise provided herein, Lessee represents that it has inspected the Property, accepts the condition "as-is" and fully assumes any and all risks incidental to the use thereof. Lessor shall not be liable to Lessee, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Property unknown to the Lessor, its officers, agents or employees. Lessee agrees that to the extent not expressly prohibited by law, the Lessor, its officers, agents and employees, shall not be liable for any damage either to person or property, sustained by the Lessee or by other persons due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about said building, or of any other person. This provision shall apply especially (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas or odors, or by the bursting or leaking of pipes or plumbing works or the failure of any appurtenances

or equipment, and shall apply equally whether such damage be caused by the act or neglect of other tenants, occupants, employees, or janitors of said building, or any other persons, and whether such damage be caused or occasioned by anything or circumstance above mentioned or referred to, or by any other thing or circumstance, whether of a like nature or of a wholly different nature. If any such damage shall be caused by the acts or neglect of the Lessee, the Lessor, may, at its option, repair such damage, whether caused to the building and the Lessee shall thereupon reimburse the Lessor for the total cost of such damage to the building except to the extent that Lessor shall be reimbursed for such damage through insurance carried by Lessor. The Lessee further agrees that all personal property upon the demised premises shall be at the risk of the Lessee only and that the Lessor shall not be liable for

VI. COVENANTS OF LESSEE

The Lessee shall at its own cost and expense:

- A. Take good care of the demised premises and shall suffer no waste.
- B. Indemnify and hold harmless the Lessor during the term of this lease from and against all claims, suits, damages, costs, losses, and expenses in any manner resulting from, arising out of, or connected in any manner resulting from, arising out of, or connected in any way with this lease, or with the use by the Lessee of the demised premises or any injury occurring in any way on the demised premises due to the negligence of the Lessee, its agent, employee, visitor or invitee.
- C. To require all volunteers, employees, contractors and subcontractors to sign a waiver of liability.
- D. Comply with all sanitary laws, ordinances, rules and order of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises.

VII. CARE AND MAINTENANCE

The taking of possession by Lessee shall be conclusive evidence as against Lessee that the Premises were in good order and satisfactory condition when Lessee took possession. Lessee shall be responsible for all damage done to the Premises or to the building by Lessee or by Lessee's employees, agents, invitees or customers and Lessee shall promptly on demand by Lessor reimburse Lessor for the full cost of repair of all such damage except to the extent the Lessor shall be reimbursed for such damage through insurance carried by Lessor.

VIII. SURRENDER OF PREMISES

Upon any termination of this lease, by expiration or otherwise:

- A. Lessee shall immediately vacate the premises and surrender possession thereof, including all keys as herein required, to Lessor, except that the lessor shall not require the lessee to vacate from October through January.

- B. Lessee shall surrender the premises in as good condition as when Lessee took possession, except for reasonable wear and tear and damage by any casualty not caused by Lessee.
- C. Lessee grants to Lessor full authority and license to enter the premises and take possession in the event of any such termination.

IX. POSSESSION AFTER EXPIRATION

If Lessee remains in possession of the premises, or any part thereof, after the termination of this lease, whether by expiration or otherwise, Lessee shall pay all damages sustained by Lessor on account thereof. Lessee agrees that after the expiration of the term of this lease, at the option of Lessor expressed in a written notice to Lessee while Lessee so remains in possession of the premises or any part thereof, such holding over shall not constitute a renewal of this lease. The receipt by Lessor of rent after expiration of the term shall not waive the covenants and agreements of the paragraph.

X. ESTOPPEL OF CERTIFICATE BY LESSEE

The Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, and Lessee will deliver to the Lessor a statement in writing certifying (a) that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications, (b) the dates to which the rent and other charges have been paid, and (c) that so far as the person making the certificate knows, the Lessor is not in default under any provision of this lease.

XI. ASSIGNMENT AND SUBLETTING

The Lessee shall not (a) assign, convey or mortgage this lease or any interest under it, (b) allow any transfer thereof or any lien upon the Lessee's interest by operation of law, (c) sublet the premises or any part thereof, or (d) permit the use of occupancy of the premises or any part thereof by anyone other than the Lessee.

XII. ALTERATIONS

Lessee shall not make alterations in or additions to the premises or puncture or otherwise make any openings in the walls or doors of the premises without Lessor's prior written consent, and, if such consent be given, Lessee shall comply strictly with all conditions contained in such consent. Alterations and additions to the premises so made by Lessee shall upon installation be and remain the property of Lessor without reimbursement of Lessee.

XIII. LIABILITY AND INSURANCE

- A. Lessee agrees to the extent not expressly prohibited by law, the City its officers, agents and employees, shall not be liable for any damages either to persons or property, sustained by the Lessee or by any other persons on the property. The Lessee shall be solely responsible for maintaining liability insurance on the property and shall carry bodily injury and property damage liability insurance on the property which shall protect the City in the following amounts:

Bodily Injury	\$1,000,000.00
Property Damage	\$100,000.00

- B. If the insurance required by this Section is not kept in force and effect during the entire term of this Lease Agreement, or an extension thereof, the City, at its option, may procure the necessary insurance and pay the premium thereof. The Lessee shall then repay to the City this premium as additional rent for the year following the date on which premiums were paid by the City. In the alternative, the City may terminate this Lease Agreement fifteen (15) days after the Lessee has refused or failed to either provide coverage to the City pursuant to this Lease, or failed to provide the City with a copy of the certificate of insurance.
- C. Waiver of Subrogation: The parties hereto agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein;" and each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is either permitted or by the use of such good faith efforts could have been so permitted by the applicable policy of insurance.

XIV. DAMAGE BY FIRE OR OTHER CASUALTY

If the premises or the building are made substantially untenable by fire or other casualty not due to negligence of the Lessee, Lessor may elect (a) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date, or (b) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within ninety (90) days or within such longer time as may be due to strikes, inability to obtain materials or equipment, or other cause beyond reasonable control of Lessor, after the Lessor is enabled to take possession of the damaged premises and undertake reconstruction or repairs, in which latter event this lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable; or if due to act or neglect of Lessee, Lessor shall have such rights at Lessee's cost and expense. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and, and in cases not due to act of neglect of the Lessee, does not substantially complete the work within the foregoing period, either party can terminate this lease as of the date of such fire or casualty by notice to the other party not later than thirty (30) days after the expiration of such period. In the event of termination of the Lessee pursuant to this Paragraph, rent shall be apportioned on a per diem basis and be paid to the date of the fire or casualty.

XV. RULES

Lessee agrees to observe the reservations to Lessor in Paragraph IV hereof and to comply with the following rules and regulations and with such reasonable modifications thereof

and additions thereto as Lessor may make for the building:

- A. Any sign which is permanently installed in the premises shall be installed at Lessee's cost and in such manner, character and style as Lessor may approve in writing.
- B. Lessee shall not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, and in and about the building. Lessee shall not place objects against glass partitions or doors or windows which would be unsightly from the building exterior.
- C. Lessee shall assure that Lessee's vehicles and vehicles owned or used by Lessee's employees shall park in parking lots and parking spaces designated by Lessor.
- D. Lessee shall not affix additional locks on doors and shall purchase duplicate keys only with Lessor's consent. When the lease is terminated, Lessee shall return all keys to Lessor and will disclose to Lessor the combination of any safes, cabinets, or vaults left in the premises.
- E. Lessee assumes full responsibility for protecting its space from theft, robbery, and pilferage which include keeping doors locked and windows and other means of entry to the premises closed.
- F. Lessee shall not overload floors and Lessor must give advance written approval as to size, maximum weights, routing and location of business machines, safes, and heavy objects. Lessee shall not install and operate machinery or any mechanical devices of a nature not directly related to Lessee's ordinary use of the premises without the written permission of Lessor.
- H. Lessee shall comply with all applicable Federal, State and Municipal laws, ordinances and regulations and shall not directly or indirectly make any use of the premises which may be prohibited by any thereof or which shall be dangerous to person or property or shall increase the cost of insurance or require additional coverage.
- I. Lessee shall be responsible for the observance of all of the foregoing rules by Lessee's employees, agents, clients, customers, invitees and guests.

XVI. INDEMNIFICATION

Lessee shall indemnify and hold harmless the Lessor, officers, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (City's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Property, and Lessee, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Lessor; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessor's indemnification to Indemnitees as set forth herein. Lessor's obligation hereunder shall be satisfied when Lessee has provided to the appropriate form of dismissal relieving Lessor from any liability for the action or claim involved.

XVII. DEFAULTS OF LESSEE

Upon the happening of any of the following:

- A. If Lessee fails either (i) to pay any installment of rent or of adjusted rent when due, or (ii) to perform or observe any other agreement or covenant or provision of this lease; or
- B. If Lessee becomes insolvent or is dissolved by any mechanism of law this lease shall be terminated.

XVIII. STORAGE OF LESSEE'S PROPERTY

If, on termination of this lease by expiration or otherwise, or on abandonment of the premises, Lessee shall fail to remove any of Lessee's property from the premises, Lessee hereby authorizes Lessor, at Lessor's option, to cause such property to be removed and placed in storage for the account of and at the expense of Lessee, or on such termination, to sell such property at public or private sale, with ten (10) days' notice, and to apply the proceeds thereof, after payment of all expense of removal, storage and sale, to the indebtedness, if any, of the Lessee to Lessor, the over plus, if any, to be paid to Lessee upon demand.

XIX. NO DISCRIMINATION

The District, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land, that no person, on the ground of race, color, sex, national origin, or gender identity shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said premises and furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in selection and retention of first-tier subcontractors, and that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations. In the event of breach of any of the above nondiscrimination covenants, City shall have the right to immediately terminate the Lease Agreement, and to re-enter and repossess said premises, and hold the same as if said Lease Agreement had never been made or issued.

XX. TAXES AND UTILITIES

The Lessee shall be responsible for the payment of all utility costs incurred upon the Premises for the consumption and /or use of water, sanitary sewer disposal, electricity (except for electricity used for street and parking lot lighting, which shall be paid for by the City), gas, refuse disposal, internet, and telephone.

XXI. COVENANT OF QUIET ENJOYMENT

Lessor represents and warrants that it has authority to execute this lease and create the leasehold estate in Lessee which this lease purports to create, and Lessor further agrees that Lessee, upon paying the rent and keeping the agreements of this lease on its part to be kept and performed, shall have peaceful and quiet possession of the premises during the term hereof.

XXII. NOTICES

Notices shall be in writing. They shall be effectively served by Lessor upon Lessee in any of the following manners:

- A. By delivery to Lessee, or a representative of Lessee; or
- B. By forwarding through Certified or Registered Mail, postage prepaid, to Lessee at the premises, in which case the time of mailing shall be the time of notice; or
- C. By leaving a copy at the premises.

Notices shall be effectively served by Lessee upon Lessor when addressed to Lessor and served either:

- A. Upon the City Clerk of the City of Carbondale at City Hall; or
- B. By forwarding through Certified or Registered Mail, postage prepaid, to Lessor at the building, or if notified of another address by Lessor, at such latter address.

XXII. MISCELLANEOUS

- A. A receipt of money by Lessor from Lessee after any default by Lessee or after the termination of this lease, or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises shall not waive such default or reinstate, continue or extend the term of this lease or affect any such notice or suit, as the case may be.
- B. No waiver of any default of Lessee hereunder shall be implied from omission by Lessor to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

- C. Each provision of the lease shall extend to and shall bind and inure to the benefit not only of the Lessor and Lessee, but also of their respective heirs, legal representatives, successors, and assigns.
- D. Submission of this instrument for examination does not constitute a reservation of or option for the premises.

XXIII. ALCOHOLIC LIQUOR

The Lessee covenants and agrees that it shall not sell or dispense or allow the sale or dispensation of any alcoholic liquor of any kind or nature on the demised premises during the term of this agreement.

XXIV. CAPTIONS AND LEASE EFFECT

Captions used herein are for identification only and not a part of the lease; and all agreements of Lessor and Lessee as to the premises are contained in this lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be duly executed this _____ day of _____, 2020.

LESSOR:

THE CITY OF CARBONDALE, ILLINOIS

ATTEST: _____
CITY MANAGER

BY: _____

LESSEE:

THE CARBONDALE PARK DISTRICT

LESSEE: _____
Executive Director

ATTEST: _____

BY: _____

RIDER "A"

The Lessor agrees that the Lessee may terminate this Lease Agreement without penalty, if the Tenant should be dissolved or should lose its funding resources such that it is unable to pay the rental payments required herein. Provided, however, that if Tenant should be dissolved, or should the Tenant receive insufficient funds so that it is unable to pay the rental payments required herein, the landlord shall receive a payment from the Tenant prorated with other debts and obligations of the Tenant. Should the Tenant lose a major part of its funding resources during the term of this Lease, the Tenant shall be able to negotiate with the landlord to rent less space for the term of this Lease. Nothing in this paragraph shall require the landlord to continue leasing the demised premises to the Tenant should the Tenant be unable to pay.

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM V - -NEW BUSINESS

A. Discussion/Leases Evergreen Park & Superblock Sports Complex.

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

LEASE AGREEMENT

THIS AGREEMENT, made this 9 day of June,
A.D., 1959 by and between the City Council of the City of
Carbondale, Jackson County, Illinois, hereinafter referred to
as the City and the Board of Commissioners of the ~~Carbondale~~
Park District, Jackson County, Illinois, hereinafter called
the Park District,

WITNESSETH, that the City does hereby lease unto the
Park District the following described property, to-wit:

All of that property of the City Reservoir now
owned by the City of Carbondale, Jackson County,
Illinois, lying Southwest of the City of
Carbondale, excepting therefrom that portion
lying in the Northeast corner of said reservoir
property and adjacent to the Lake Dam heretofore
licensed to the Southern Illinois University
for a Fish Reserve Laboratory, and such other
portions of said reservoir property which are
now used by the said City for reservoir or water
supply purposes, except that part lying North of lake
used by Caretaker,

Said property to be used by the Park District as a recreational
area only for a term of 20 years beginning on the 1st day of
July, A.D., 1959 and ending on the 30th day of June, 1978. And
the said Park District agrees to pay as rent for said premises
the sum of \$1.00 each year, said sum to be payable on or before
the 1st day of July, beginning with the year 1959 and each succeed-
ing year thereafter.

IT IS FURTHER AGREED by and between the parties hereto
that either of the parties hereto may upon sixty (60) days notice
to the other terminate this Lease. It being expressly understood
that the City shall have the power to terminate a portion of the Lease
should it find need for a specific portion thereof to be used in the
supply of water to the said City of Carbondale, Illinois.

IT IS FURTHER AGREED by and between the parties that upon
the termination of this Lease, whether by notice or the expiration
of the term as hereinabove set out, that the Park District shall
have the right to remove from the area which is the subject matter
of this Lease all of its property which it has placed thereon

through the expenditure of its funds or efforts or which has been donated to it by any person, persons, or organizations.

IT IS FURTHER AGREED by and between the said parties that the City shall retain all of its rights and duties in enforcing its police powers over said area as set forth in the Ordinances now upon the records of the said City of Carbondale or which may hereafter be placed in said records.

IN WITNESS WHEREOF, the parties have hereunto through its regularly elected officials have executed this Agreement and placed hereon its corporate seal the day and the year first above written.

CITY COUNCIL
CITY OF CARBONDALE, ILLINOIS

By W. Blaney Miller
Mayor

Attest:

Elizabeth Leighty
City Clerk

CARBONDALE PARK DISTRICT

By Tom Langdon
President

Attest:

John D. Moake
Secretary



McLafferty Rd.

SUU

Park District

Park District

City Property

City Property

City Property

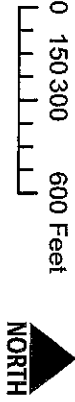
City Property

City Property

Pleasant Hill Rd.

City Property

Evergreen Park



LEASE AGREEMENT

THIS AGREEMENT made and entered into this 12th day of November, 1963 by and between the City Council of the City of Carbondale, Jackson County, Illinois, hereinafter referred to as the City, and the Board of Commissioners of the Carbondale Park District, Jackson County, Illinois, hereinafter called the Park District.

WITNESSETH, that the City does hereby lease unto the Park District the following described property, to-wit:

All of that property of the City Reservoir now owned by the City of Carbondale, Jackson County, Illinois, lying Southwest of the City of Carbondale, excepting therefrom that portion lying in the Northeast corner of said Reservoir property and adjacent to the Lake Dam heretofore licensed to the Southern Illinois University for a Fish Reserve Laboratory, and such other portions of said Reservoir property which are now used by the said City for Reservoir or water supply purposes, except that part lying North of Lake used by caretaker.

Said property to be used by the Park District as a recreational area only for a term of seventy-five (75) years, beginning on the 12th day of November, 1963 and ending on the 31st day of October, 2038. The said Park District agrees to pay as rent for said premises the sum of \$1.00 per year. Said sum to be payable on or before the 1st day of November of each year beginning with the year 1963 and each succeeding year thereafter.

The Park District is specifically granted the right to raze the old residence and garage which is not now occupied by the caretaker and to place in their stead a "clear-span" storage building of not less than ~~6000~~¹¹⁰⁰ square feet. The Park District is also granted the right to place upon the leased premises such recreational equipment and facilities that it may obtain through the expenditure of its funds or efforts, or which may be donated to it by any person, persons or organization, but no construction or equipment shall be placed upon the leased premises which in any way will interfere with the City's present use of the Reservoir as a water supply for the said City, or its citizens.

IT IS FURTHER AGREED by and between the said parties that the City shall retain all of its right and duties in enforcing its police powers over the said area as set forth in the Ordinances now upon the records of the said City of Carbondale, or which may hereafter be placed of record.

IT IS FURTHER AGREED by and between the parties that either party may cancel this lease agreement upon one year's written notice given by one to the other by U. S. certified mail. In the event such a cancellation occurs prior to the expiration of the term of this lease by reason of the City giving notice, the Park District shall be reimbursed by the City for the non-movable or permanent fixtures or facilities it has placed or caused to be placed upon the leased premises. Said reimbursement shall be a sum equal to the value as determined by appraisal by three appraisers, one selected by each party and the third chosen by the two appraisers.

IN WITNESS WHEREOF, the parties hereunto through its regularly elected officials have executed this agreement and placed hereon their Corporate Seals the day and the year first above written.

CITY COUNCIL
CITY OF CARBONDALE, ILLINOIS

by D. Blaney Miller
Mayor

Attest:

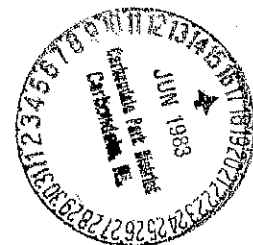
Elizabeth Lighty
City Clerk

CARBONDALE PARK DISTRICT

by Kenneth B. Miller
President



John W. Lettman
Secretary



AMENDMENT TO LEASE AGREEMENT

This Amendment made and entered into on the 3rd day of July, 1991, by and between the City of Carbondale, Illinois, a municipal corporation organized and existing under the laws and the Constitution of the State of Illinois with principal offices in the County of Jackson, State of Illinois, hereafter referred to as the City, and the Carbondale Park District, a municipal corporation organized and existing under the laws of the State of Illinois with principal offices in the County of Jackson, State of Illinois, hereinafter referred to as the Park District.

WITNESSETH:

WHEREAS, the City and the Park District entered into a Lease Agreement dated the 31st day of October, 1967, which provided that the City lease to the Park District certain property described therein commonly referred to as the City Reservoir property or Evergreen Park; and

WHEREAS, that Lease Agreement dated the 31st day of October, 1967, has been amended from time to time by the City and the Park District; and

WHEREAS, that Lease Agreement dated the 31st day of October, 1967, expressly reserved to the City the right to locate a water treatment plant and appertaining facilities on a portion of the property described in the Lease Agreement; and

WHEREAS, the parties to the Lease Agreement desire to amend the Lease Agreement to exclude a portion of the property described in the Lease Agreement to allow the City to begin construction of a water treatment plant and appertaining facilities upon the portion of the property to be excluded; and

WHEREAS, the City and the Park District agree that they will be mutually benefitted by a water treatment plant.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other satisfactory consideration as well as the consent of the parties hereto, the Lease Agreement entered into by the City and the Park District and dated the 31st day of October, 1967, as previously amended, is hereby modified, altered, and changed in the following respects only:

A. Paragraph 1 is stricken in its entirety and in lieu thereof, a new Paragraph 1 is inserted as follows:

1. The City does hereby lease to the Park District and the Park District does hereby lease from City, subject to the terms and conditions contained herein, that property described in Exhibit A of the amendment to the Lease Agreement, which Exhibit A is attached hereto and incorporated herein by reference.

B. It is expressly agreed by the parties that this Agreement dated the 31st day of October, 1967, as amended, which by reference is made a part hereof, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Agreement as though they were expressly rewritten, incorporated and included herein.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereto affixed and this Amendment to Lease Agreement to be signed by its Mayor and attested to by its City Clerk, pursuant to authority granted by the City Council, this 3rd day of July, 1991.

CITY OF CARBONDALE, ILLINOIS,
a municipal corporation.

ATTEST:


City Clerk

By:


Neil Dillard, Mayor

IN WITNESS WHEREOF, the District has caused its corporate seal to be affixed and this Supplemental Lease Agreement to be signed by its President and attested by its Secretary, pursuant to authority granted by the Board of Commissioners of the District this 5th day of June, 1991.

CARBONDALE PARK DISTRICT,
a municipal corporation.

ATTEST:

George Whitehead
Secretary

By: Neil Dillard
President

STATE OF ILLINOIS }

SS

COUNTY OF JACKSON }

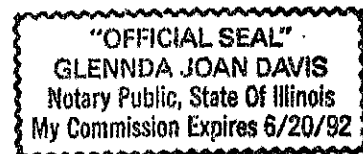
I, Glennada J. Davis, in and for said County, in the State
aforementioned, DO HEREBY CERTIFY THAT Neil Dillard, personally known to me
to be the Mayor of the City of Carbondale, a Municipal Corporation, and
Janet M. Vaught personally known to me to be the City Clerk of said
corporation, and personally known to me to be the same persons whose names
are subscribed to the foregoing instrument, appeared before me this day in
person and severally acknowledged that as such Mayor and City Clerk, they
signed and delivered the said instrument as Mayor and City Clerk of said
corporation, and caused the corporate seal of said corporation to be
affixed thereto, pursuant to authority, given by the City Council of said
corporation 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.



Handwritten signature

GIVEN under my hand and seal this 3rd day of July A.D.
1991.

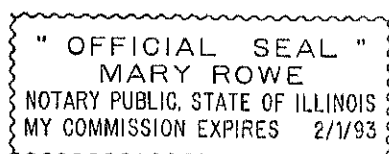
Glennnda J. Davis
Notary Public



TATE OF ILLINOIS)
COUNTY OF JACKSON) SS

I, Mary Rowe, in and for said County, in the State
aforesaid, DO HEREBY CERTIFY THAT Phillip Lindberg personally
known to me to be the President of the Carbondale Park District, a
municipal corporation, and George Whitehead personally known
to me to be the Secretary of said corporation, and personally known to me
to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and severally
acknowledged that as such President and Secretary, they signed and
delivered the said instrument as President and secretary of said
corporation, and caused the corporate seal of said corporation to be
affixed thereto, pursuant to authority, given by the board of Park
Commissioners of said corporation 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 seal this 5th day of June A.D.
1991.



Mary Rowe
Notary Public

EXHIBIT A

Amended Description

PARK DISTRICT LEASE - EVERGREEN PARK

A part of Section 32 and 33, in Township 9 South, Range 1 West of the 3rd Principal Meridian, Jackson County, Illinois, more particularly described as follows:

Beginning at a point on the North line of the said Section 33 that lies 1000 feet East of the Northwest corner thereof; thence Westerly along the North line of the said Sections 33 and 32 to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 32; thence Southerly along the West line of the said Northeast Quarter of the Northeast Quarter to a point that lies 360.00 feet North of the Southwest corner thereof; thence Westerly parallel with the South line of Northwest Quarter of the Northeast Quarter of said Section 32 a distance of 242.00 feet to a point; thence Southerly along a line parallel with the East line of the said Northwest Quarter of the Northeast Quarter a distance of 360.00 to a point in the South line of the Northwest Quarter of the Northeast Quarter; thence Westerly along the said South line of the Northwest Quarter of the Northeast Quarter to the Northeast corner of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of the said Section 32; thence Southerly along the East line of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter to the Southeast corner thereof; thence Easterly along the Easterly extension of the South line of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter to its point of intersection with the contour line which marks the fully supply pool level (436.93 feet above mean sea level) of the Carbondale City Reservoir; thence Northerly along the said contour line and the Western and Northern shoreline to a point in a line that lies normal to the North line of the Northwest Quarter of the Northwest Quarter of the said Section 33 and passes through the point of beginning; thence Northerly along said line to the point of beginning.

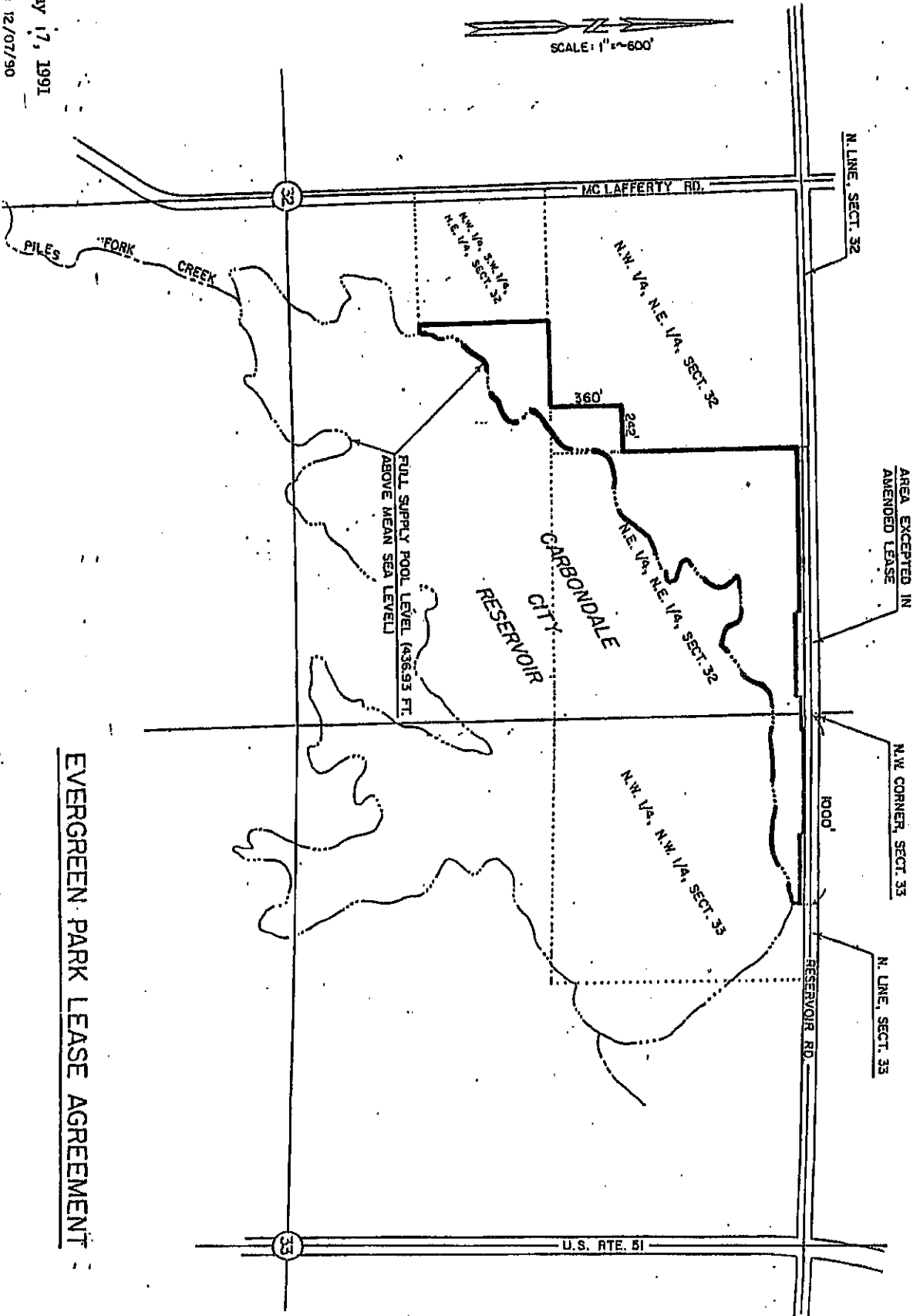
EXCEPT, beginning at a point on the North line of Section 33 that lies 1,000 feet East of the Northwest corner thereof, said point lying 11.26 feet South of the proposed relocated Centerline of Reservoir Road at Station 90+97.91; thence Westerly along the North lines of Sections 33 and 32 to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 32, lying 4.70 feet South of the said Centerline at Station 67+41.96; thence Southerly along the West line of the said Northeast Quarter of the Northeast Quarter a distance of 28.17 feet to a point in the existing Southerly right-of-way (by prescription and usage) located 32.85 feet South of the said Centerline at Station 67+40.83; thence Easterly along the said right-of-way line with a deflection angle of $90^{\circ}43'23''$, a distance of 1,299.50 feet to a point located 35.0 feet South of the said Centerline at Station 81+41.25; thence continuing Easterly along the said right-of-way line with a deflection angle to the right of $0^{\circ}22'11''$, a distance of 199.54 feet to a point located 35.0 feet South of the said Centerline at Station 83+41.25; thence continuing Easterly along the said right-of-way line with a deflection angle to the Right of $0^{\circ}22'11''$ a distance of 756.56 feet to a point in a line normal to the North line of said Section 33, located 34.57 feet South of the said Centerline at Station 90+98.09; thence Northerly along said normal line a distance of 23.10 to the point of beginning.

EXHIBIT A

ALSO EXCEPTING the West 30 feet of the said Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 32.

ALSO EXCEPTING the West 30 feet of the said Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 32.

Revised May 17, 1991
DATE: 12/07/90



EVERGREEN PARK LEASE AGREEMENT

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 31st day of October, 1967, by and between the City Council of the City of Carbondale, a municipal corporation of Jackson County, Illinois, hereinafter referred to as the "City", and Carbondale Park District, a municipal corporation of Jackson County, Illinois, hereinafter called the "Park District".

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The City does hereby lease to the Park District the real estate and appurtenances more particularly described as follows, to-wit:

All of that property, including the water service area, of the City Reservoir now owned by the City of Carbondale, Jackson County, Illinois, lying Southwest of the City of Carbondale, excepting therefrom that portion lying in the Northeast corner of said Reservoir property and adjacent to the Lake Dam heretofore licensed to the Southern Illinois University for a Fish Reserve Laboratory.

2. The lease is to be effective on the first day of November, 1967, and is to run for a period of 99 years, ending October 31, 2066.

3. The Park District agrees to pay as rental for said above-described premises the sum of \$1.00 per year. Said sum to be payable on or before the first day of November of each year beginning with November 1, 1967, and continuing on each succeeding year thereafter.

4. The Park District is granted the right to place upon the leased premises any and all recreational equipment and facilities that the District may obtain through the expenditures of Park District funds or efforts, or which may be donated to the District by any person, persons or organization, but no construction or equipment shall be placed upon the leased premises which will in any way interfere with the use of the Reservoir as a water supply.

5. Park District shall retain all of its rights and duties in enforcing its police powers over said above-described property as set forth in the ordinance now upon the records of the Park District, or which may hereafter be placed of record.

6. City hereby reserves the right to repair and/or maintain the existing water intake system located on the above-described property. This right includes, but is not limited to the intake system, pump stations and piping system. City is given the right of ingress and egress over said property to repair and/or maintain the system above-described.

7. City hereby reserves the right to withdraw water from the Reservoir at City's discretion in regard to frequency, pumping rate and drawdown. Park District also will have the right at its own discretion in regard to withdrawing water from the Reservoir.

8. City hereby agrees to treat the Reservoir, using methods that are consistent, in order to maintain the water supply suitable for public water consumption.

9. Park District agrees to assume all responsibility for the maintenance of the dam and outlet drainage system. City agrees to assume all responsibility for the maintenance of the spillway.

10. City hereby reserves the right from the date of this agreement to locate a water treatment plant and appertaining facilities on a portion of the above-described property referred to as the Fish Hatchery located in the Northeast corner of the Lake.

IN WITNESS WHEREOF, the parties hereunto, through their regularly elected officials, have executed this agreement and placed hereon their Corporate Seals the day and year first above written.

CARBONDALE PARK DISTRICT

CITY COUNCIL
CITY OF CARBONDALE, ILLINOIS

President

Mayor

for five patrol vehicles be approved. Motion carried.

5.8 Action on budgets for programs supervised by the Division of Renewal and Housing.

Mr. Donald Monty, Director of Community Development, presented the following budgets for Council approval for the remainder of the current city fiscal year:

#195302	Acquire site for Commercial Center	\$40,732
#195349	Property rehabilitation	304,467
#195350	Study of converting housing for elderly and handicapped	5,825
#195352	Completion of NHP activities	18,655
#195373	City-wide Housing Analysis	8,724
#195375	Study of Assistance in Home Ownership	2,824

Motion was made by Councilman Fischer, seconded by Councilman Dakin, that budgets #195302 Acquire site for Commercial Center, \$40,732; #195349 Property rehabilitation \$304,467; #195350 Study of converting housing for elderly and handicapped, \$5,825; #195352 Completion of NHP activities, \$18,655; #195373 City-wide Housing Analysis, \$8,724; and #195375 Study of Assistance in Home Ownership, \$2,824 be approved. Motion carried.

5.9 Action on Renewal of Blue Cross/Blue Shield.

Mr. Scott Ratter, Director of Personnel, requested Council's approval to enter into an agreement with Blue Cross/Blue Shield to provide medical insurance for the employees of the City for a period running from October 1, 1975 through April 30, 1976.

Also requested for approval was the proposed October 1, 1975 health insurance rate schedule that was submitted to the Council on September 15, 1975. If approved, the Finance Department will submit to Council the appropriate budget adjustment documents.

The staff requested further that its plans to submit the City's health insurance to the formal bid procedure be approved.

Motion was made by Councilman Jones, seconded by Councilman Dakin, that affirmative action be taken on an agreement with Blue Cross/Blue Shield to provide medical insurance for City employees for a period running from October 1, 1975 through April 30, 1976 and that the proposed October 1, 1975 health insurance rate schedule submitted to the Council on September 15 be approved. Motion carried.

Motion was made by Councilwoman Westberg, seconded by Councilman Fischer, that the staff be directed to submit the City's health insurance to formal bid procedure. Motion carried.

5.10 Action on amendment to the Evergreen Park Lease.

An amendment to the Evergreen Park Lease with the Carbondale Park District was presented to the Council. It was proposed to reduce the size of the area leased to the Park District. This proposal was drawn at the request of the City's Public Works Department and the inability of the Carbondale Park District to maintain the area. This proposal has been agreed to by the Carbondale Park District Board.

Motion was made by Councilman Fischer, seconded by Councilman Jones, that the area to be leased to the Carbondale Park District at Evergreen Park be revised according to the following legal description. Motion carried.

PROPOSED EVERGREEN PARK LEASE AGREEMENT

A part of Section 32 and 33, in Township 9 South, Range 1 West of the 3rd Principle Meridian in the City of Carbondale, Jackson County, Illinois; more particularly described as follows:

Beginning at a point on the North Section line of Section 33 1000 feet East of the Northwest corner of Section 33; thence west along the North Section line of Sections 32 and 33 a distance of 2300 feet to a point; thence South a distance of 1320 feet to a point; thence West a distance of 660 feet to a point; thence South a distance of 660 feet to a point; thence West a distance of 660 feet to a point; thence South a distance of 1320 feet to a point; thence East a distance of 200± feet to the fully supply pool level of the Carbondale City Reservoir, elevation 436.93; thence along the shoreline of said reservoir in a Northeasterly direction to a point 75 feet South of the point of beginning, thence North 75 feet to the point of beginning, containing 43.1 acres more or less.

AMENDMENT TO LEASE AGREEMENT

This Amendment made and entered into on the 17th day of June, 1986 by and between the City of Carbondale, Illinois, a municipal corporation organized and existing under the laws and the Constitution of the State of Illinois with principal offices in the County of Jackson, State of Illinois, hereafter referred to as the City, and the Carbondale Park District, a municipal corporation organized and existing under the laws of the State of Illinois with principal offices in the County of Jackson, State of Illinois, hereafter referred to as the Park District.

WITNESSETH:

WHEREAS, the City and the Park District entered into a certain Lease Agreement dated the 31st day of October, 1967, which Lease Agreement provided that the City lease to the Park District that certain property described therein commonly referred to as the City Reservoir property or Evergreen Park; and,

WHEREAS, on or about September 22, 1975, the City and the Park District agreed to amend the description of the land leased under said Agreement by the City to the Park District; and,

WHEREAS, parties to said Lease Agreement desire to amend said Lease Agreement to exclude a certain portion of property in order to allow the improvement of the road in that area by some entity other than the Park District; and,

WHEREAS, the City and the Park District agree that they will be mutually benefited by such improvement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and by consent of all the parties hereto that certain Lease Agreement entered into by the City and the Park District dated the 31st of October, 1967, be and is hereby modified, altered and changed in the following respects only:

A. By eliminating and striking out from said Agreement all of the paragraph numbered 1, commencing with line 8 of page 1 thereof and ending with line 18 of page 1 thereof, and inserting in its place the following paragraph:

1. The City does hereby lease to the Park District and the Park District does hereby lease from the City, subject to the terms and conditions contained herein, that property described in Exhibit A of the

amendment to the Lease Agreement, which Exhibit A is attached hereto and incorporated herein by reference.

B. It is expressly agreed by the parties that this Agreement dated the 31st day of October, 1967, which by reference is made a part hereof, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Agreement as though they were expressly rewritten, incorporated and included herein.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereto affixed and this Amendment to Lease Agreement to be signed by its Mayor and attested to by its City Clerk, pursuant to authority granted by the City Council, this 17th day of June, 196.

CITY OF CARBONDALE, ILLINOIS
a municipal corporation

By: Helen Westberg
Helen Westberg
Mayor

ATTEST:

Sharon Taylor
City Clerk

IN WITNESS WHEREOF, the District has caused its corporate seal to be affixed and this Supplemental Lease Agreement to be signed by its President and attested by its Secretary, pursuant to authority granted by the Board of Commissioners of the District this 26th day of March, 1966

CARBONDALE PARK DISTRICT
a municipal corporation

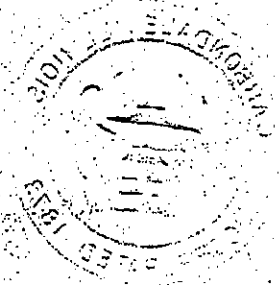
By: Michael P. Curtis
President

ATTEST:

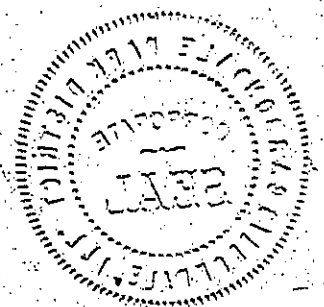
George Whitehead
Secretary



TO THE HONORABLE
MEMBERS OF THE
HOUSE OF REPRESENTATIVES
WASHINGTON, D. C.
JAN 11 1951



RECEIVED
JAN 11 1951
U.S. HOUSE OF REPRESENTATIVES
WASHINGTON, D. C.



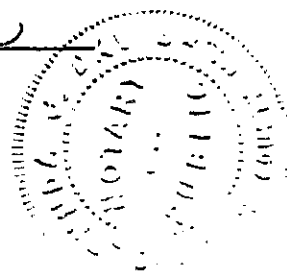
STATE OF ILLINOIS)
) SS.
COUNTY OF JACKSON)

I, Glenda J. Davis
Notary

In and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Helen Westberg, personally known to me to be the Mayor of the City of Carbondale, a Municipal Corporation, and Janet Vaught personally known to me to be the City Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and City Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the City Council of said corporation 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 seal this 17th day of June
A.D. 1986.

Glenda J. Davis



STATE OF ILLINOIS)
) SS.
COUNTY OF JACKSON)

I, _____
Notary

In and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me to be the President of the Carbondale Park District, a municipal corporation, and _____ personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Park Commissioners of said corporation 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 seal this ____ day of _____,
A.D. 19__.



Exhibit A

Amended Description

PARK DISTRICT LEASE - EVERGREEN PARK

A part of Section 32 and 33, in Township 9 South, Range 1 West of the 3rd Principal Meridian, Jackson County, Illinois, more particularly described as follows:

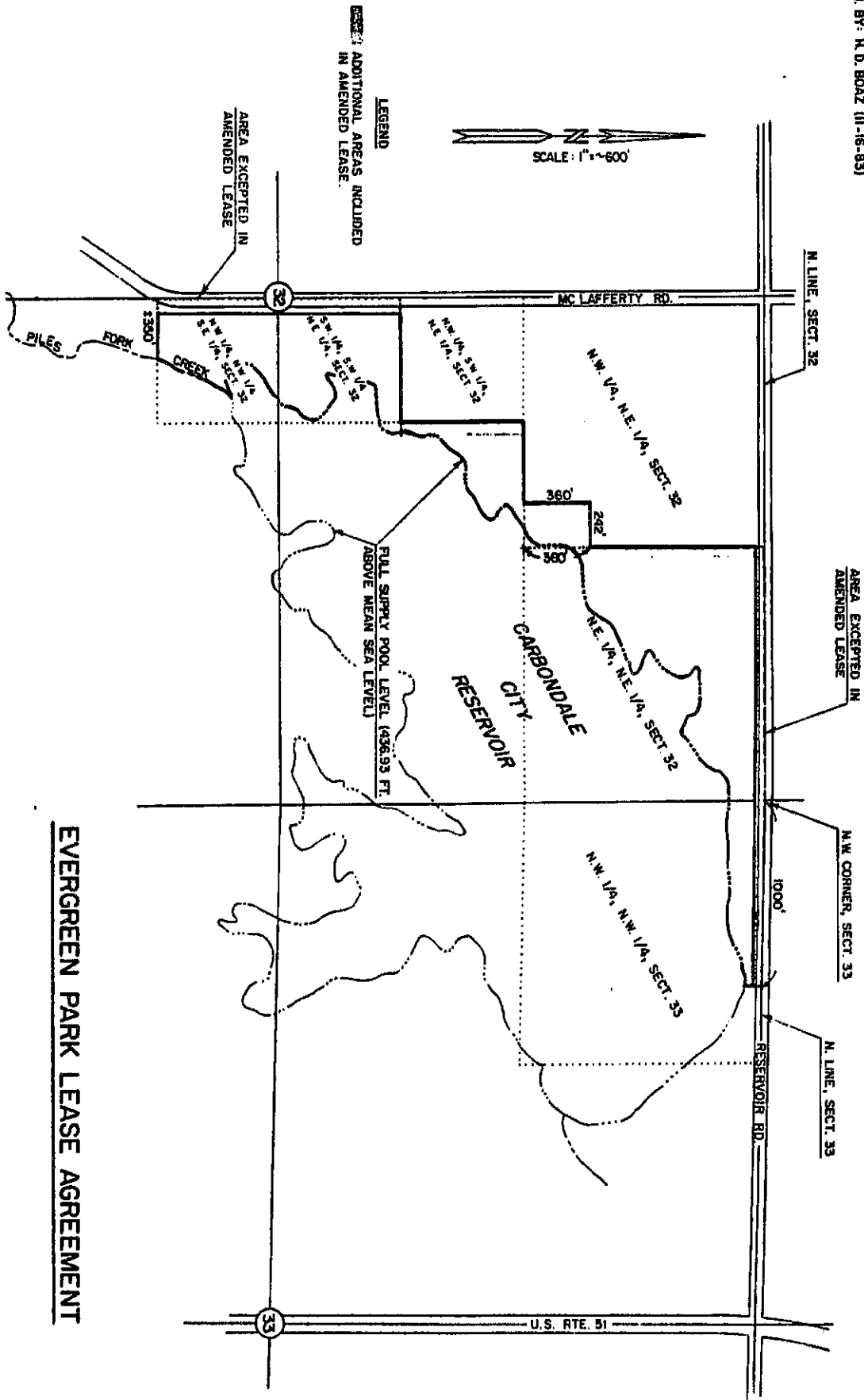
Beginning at a point on the North line of the said Section 33 that lies 1000 feet East of the Northwest corner thereof; thence Westerly along the North line of the said Sections 33 and 32 to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 32; thence Southerly along the West line of the said Northeast Quarter of the Northeast Quarter to a point that lies 360.00 feet North of the Southwest corner thereof; thence Westerly parallel with the South line of Northwest Quarter of the Northeast Quarter of said Section 32 a distance of 242.00 feet to a point; thence Southerly along a line parallel with the East line of the said Northwest Quarter of the Northeast Quarter a distance of 360.00 to a point in the South line of the Northwest Quarter of the Northeast Quarter; thence Westerly along the said South line of the Northwest Quarter of the Northeast Quarter to the Northeast corner of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of the said Section 32; thence Southerly along the East line of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter to the Southeast corner thereof; thence Westerly along the South line of the said Northwest Quarter of the Southwest Quarter of the Northeast Quarter to the Southwest corner thereof; thence Southerly along the West line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northwest Quarter of the Southeast Quarter all of the said Section 32 to the Southwest corner of the said Northwest Quarter of the Northwest Quarter of the Southeast Quarter; thence Easterly along the South line of the said Northwest Quarter of the Northwest Quarter of the Southeast Quarter a distance of 350 feet more or less to a point in the Center of Pile Fork Creek; thence Northerly along the Center of Piles Fork Creek to its point of intersection with the contour line which marks the fully supply pool level (436.93 feet above mean sea level) of the Carbondale City Reservoir; thence Northerly along the said contour line and the Western and Northern shore-line to a point in a line that lies normal to the North line of the Northwest Quarter of the Northwest Quarter of the said Section 33 and passes through the point of beginning; thence Northerly along said line to the point of beginning.

Page 2
Evergreen Park

EXCEPT, beginning at a point on the North line of Section 33 that lies 1,000 feet East of the Northwest corner thereof, said point lying 11.26 feet South of the proposed relocated Centerline of Reservoir Road at Station 90+97.91; thence Westerly along the North lines of Sections 33 and 32 to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 32, lying 4.70 feet South of the said Centerline at Station 67+41.96; thence Southerly along the West line of the said Northeast Quarter of the Northeast Quarter a distance of 28.17 feet to a point in the existing Southerly right-of-way (by prescription and usage) located 32.85 feet South of the said Centerline at Station 67+40.83; thence Easterly along the said right-of-way line with a deflection angle of $90^{\circ}43'23''$, a distance of 1,299.50 feet to a point located 35.0 feet South of the said Centerline at Station 81+41.25; thence continuing Easterly along the said right-of-way line with a deflection angle to the right of $0^{\circ}22'11''$, a distance of 199.54 feet to a point located 35.0 feet South of the said Centerline at Station 83+41.25; thence continuing Easterly along the said right-of-way line with a deflection angle to the Right of $0^{\circ}22'11''$ a distance of 756.56 feet to a point in a line normal to the North line of said section 33, located 34.57 feet South of the said Centerline at Station 90+98.09; thence Northerly along said normal line a distance of 23.10 to the point of beginning.

ALSO EXCEPTING the West 30 feet of the said Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 32.

ALSO EXCEPTING the West 30 feet of the said Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 32.



EVERGREEN PARK LEASE AGREEMENT

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314288

RECORDED ON

11-19-2002 3:14:27 PM

LARRY W. REINHARDT
JACKSON COUNTY
CLERK & RECORDER

REC. FEE: 29.00
REV. STMP:
PAGES: 15

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this 19th day of November, 2002, between the City of Carbondale, Illinois, a municipal corporation existing under the laws of the State of Illinois, 200 S. Illinois Avenue, Carbondale, Illinois (hereinafter the "City") as Lessor, and Carbondale Park District, a local unit of government existing under the laws of the State of Illinois pursuant to 70 ILCS 1205/1, et.al., 1115 W. Sycamore, Carbondale, Illinois 62901 (hereinafter "District"), as Lessee.

WITNESSETH:

WHEREAS, the City of Carbondale, Illinois, is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, pursuant to Article VII, Section 6(a), of the Illinois Constitution, 1970, the City of Carbondale may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public, health, safety, morals and welfare; and

WHEREAS, the City of Carbondale owns certain property in the Superblock which is used to promote educational, recreational, and community-related activities within the City of Carbondale for the benefit of the community and the improvement of the quality of life of the citizens of Carbondale; and

WHEREAS, the City of Carbondale desires the Carbondale Park District to develop, manage, schedule and maintain the recreational property and facilities within said Superblock for recreational purposes in a manner that will be in the best interests of the City of Carbondale citizens; and

WHEREAS, the Carbondale Park District desires to develop, manage, schedule and maintain the City's property within the Superblock for recreational purposes in accordance with the terms and conditions of this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, City and District agree as follows:

SECTION I. INTENDED USE OF PROPERTY

The intended use of the property subject to this Lease Agreement is for Park purposes as solely determined by the District and is to be used to provide quality recreational facilities

which will benefit the citizens of Carbondale. The District hereby agrees to develop, manage, schedule, maintain and authorize the activities and events upon the Premises so as not to endanger any person or property lawfully thereon. The District shall not authorize or grant permission to any User to use any portion of the recreational facilities or property described herein, or bring or keep anything thereon which will in any way conflict with the intended use of said property or facilities.

SECTION II. DEFINITIONS

For purposes of this Lease Agreement, the following terms and phrases shall be defined in the manner described below, unless specified otherwise in this Lease Agreement:

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- A. Beverage(s): (a) all carbonated and non-carbonated, non-alcoholic, natural, or artificially flavored drinks for independent consumption, including, but not limited to, non-alcoholic drinks, nutritive or non-nutritive sweeteners, frozen non-carbonated beverages, flavored and/or sweetened mineral water, bottled stillwater, natural or artificially flavored fruit and/or vegetable juices, fruit and/or vegetable juice-containing drinks and fruit and vegetable flavored drinks (sweetened and unsweetened), chocolate or cocoa-based drinks, iced coffee and tea products, and any isotonic, hypotonic drinks (sports drinks, energy and fluid replacements); and (b) all drink or beverage bases, whether in the form of syrups, powder, crystals, concentrates or otherwise, from which such drinks and beverages could be prepared.
 - B. Recreational: The intended use of the Premises is for Park purposes as solely determined by the District and includes, but is not limited to recreational use, which includes outdoor athletic or sporting activities or events, such as baseball, softball, track, soccer, or any other authorized recreational use of the property.
 - C. Recreational Facilities: Any building, structure or addition which is used or connected to the intended use of the Premises.
 - D. User: Any person, group or entity who is authorized or granted permission by the District to enter, remain upon and use said Premises for Park purposes.
 - E. Vendor: The bottle and/or, can and/or fountain beverage supplier awarded the contract by the City for the exclusive provision of Beverage products to be sold, served or advertised on the Premises defined herein.

**SECTION III.
TERM OF LEASE**

This Lease shall commence on the day and year noted above and shall continue for a period of twenty (20) years (hereinafter referred to as "term"). This Lease term shall automatically be extended for additional ten (10) year periods upon the expiration of each ten (10) year term, unless either party provides written notice of its intent not to renew or extend the Lease Agreement within sixty (60) days prior to the expiration of the term.

**SECTION IV.
LEASEHOLD PREMISES**

The real property subject to this leasehold pursuant to this Lease Agreement is hereby described as follows and referred to as "Premises":

Parcel 1:

The West half of the Northeast Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd P.M., Jackson County, Illinois, EXCEPT the East 9.0 acres parallel in width off of the West half of the Northeast Quarter of the Southeast Quarter Section 22, Township 9 South, Range 1 West of the 3rd Principal Meridian, Jackson County, Illinois, being more particularly described as follows:

Beginning at a survey monument found at the Southeast corner of the West half of the Northeast Quarter, of the Southeast Quarter of said Section 22, thence N-89°46'36"-W, a distance of 291.09 feet to a survey monument set; thence N-0°28'58"-E, a distance of 1345.55 feet to a survey monument set in the North line of the said west half of the Northeast Quarter, of the Southeast Quarter, Section 22, thence N-89°44'25"-E, along said north line a distance of 291.11 feet to a survey monument found at the Northeast corner of the said West half of the Northeast Quarter, of the Southeast Quarter, Section 22; thence S-0°28'58"-W, a distance of 1348.00 feet to the point of beginning and containing 9.00 acres, more or less.

Parcel 2:

The Northwest Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd P.M., Jackson County, Illinois, EXCEPT commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd Principal Meridian in Jackson County, Illinois; thence East along the South line of said Quarter Quarter section for a distance of 47.00 feet to the point of beginning on the east right-of-way line of the public road; thence North along the East right-of-way line of the public road on a bearing of North 00°00'16" East for a distance of 266.85 feet, thence East on a bearing of North 89°28'39" East for a distance of 326.48 feet, thence South on a bearing of South 00°00'16" West for a distance of 266.85 feet; thence West along the South line of said Quarter Quarter section on a bearing of South 89°28'39" West for a distance of 326.48 feet to the point of beginning. Containing 2.00 acres more or less.

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ALSO EXCEPT:

Part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd P.M., Jackson County, Illinois, more particularly described as follows:

Beginning at a point in the North line of the said Northwest Quarter of the Southeast Quarter that lies 40.0 feet Easterly from the Northwest corner thereof; thence Southerly along a line parallel with the West line of the said Northwest Quarter of the Southeast Quarter, a distance of 660.00 feet to a point; thence Easterly along line parallel with the North line of the said Northwest Quarter of the Southeast Quarter a distance of 660.00 feet to a point; thence Northerly along a line parallel with the said West line a distance of 660.0 feet to a point in the said North line, thence Westerly along the said North line a distance of 660.0 feet to the point of beginning; containing 10.0 acres, more or less.

ALSO EXCEPT FROM ALL OF THE ABOVE:

Beginning at the Southeast corner of Lot 1 in Lewis Lane Professional Park Subdivision as shown in Plat Cabinet 2, Slot 79A in the Recorder's Office of Jackson County, Illinois, also being a point on the South line of the North one half of the Southeast Quarter in Section 22, Township 9 South, Range 1 West of the third Principal Meridian, Jackson County, Illinois; thence Easterly along said South line a distance of 989.57 feet to an iron pin found at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 22, thence continuing Easterly with a deflection angle to the right of 0°24'29" distance of 350.00 feet to a point on the South line of the said North one half of the Southeast Quarter; thence Northerly with a deflection angle of 90°03'24" a distance of 635.00 feet to a point; thence Westerly with as deflection angle of 90°00'00" a distance of 342.00 feet to a point; thence Southerly with a deflection angle of 90°00'00" a distance of 75.00 to a point; thence Westerly with a deflection angle of 90°00'00" a distance of 505.00 feet to a point; thence Northerly with a deflection angle of 90°00'00" a distance of 75.00 feet to a point; thence Westerly with a deflection angle of 90°00'00" a distance of 105.00 feet to a point; thence Southwesterly with a deflection angle of 10°00'00" a distance of 55.00 feet to a point; thence Southwesterly with a deflection angle of 10°00'00" a distance of 90.00 feet to a point; thence Southwesterly with a deflection angle of 33°50'13" a distance of 419.96 feet to the Northeast corner of Lot 2 in said Lewis Lane Professional Park Subdivision; thence Southerly with a deflection angle of 35°56'36" along the East line of Lot 1 & 2 in said Lewis Lane Professional Park Subdivision a distance of 261.34 feet to the point of beginning, containing 17.46 acres, more or less.

**SECTION V.
CONSIDERATION**

The District, in consideration for possessing the right to enter upon the Premises for the purposes set forth herein, hereby agrees to pay the City the sum of One Dollar (\$1.00) per annum. The District shall pay additional rental to the City, or to such other person as the City may direct, in the amount of any real estate taxes or other taxes or assessment of any kind or nature which shall be levied and assessed against the Premises. Such additional rental

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shall be paid within thirty (30) days after the existence and amount thereof shall become known.

**SECTION VI.
DEVELOPMENT, MANAGEMENT, SCHEDULING
AND MAINTENANCE OF PREMISES**

A. In General: The District shall be responsible for the development, management, scheduling, maintenance and use of the Premises and recreational facilities thereupon as a recreational area in accordance with the intent and purpose of this Lease Agreement.

B. Equipment: All equipment, machinery and materials necessary for the maintenance of said Premises shall be purchased, maintained and stored by District, at District's sole expense.

C. Roadways, Sidewalks, Etc.: The District shall be responsible for the maintenance of any existing parking lots, service roadways, sidewalks, buildings, structures or light fixtures and poles which were constructed and installed upon the Premises prior to the execution of this Lease Agreement. The District shall also be responsible for the development, construction, installation and maintenance of any future parking lots, service roadways, sidewalks, buildings, structures or light fixtures and poles upon the Premises. The City shall be responsible for necessary maintenance and repair of any existing main roadways (excluding any and all service roads) which were constructed upon the Premises prior to the execution of this Lease Agreement.

D. Water Lines: The City shall be responsible for the maintenance of all existing water lines which were constructed and installed upon the Premises prior to the execution of this Lease Agreement up to and including the meters. The City shall be responsible for the maintenance of all existing and future water meters that are placed upon the Premises by City for water service. The District shall be responsible for the maintenance of all existing water lines past the meters to the outlets. District shall also be responsible for the construction, installation and maintenance of any and all future water lines to serve the Premises.

E. Sanitary Sewer Lines: The City shall be responsible for the maintenance of any existing eight inch (8") or larger sanitary sewer lines which were constructed and installed prior to the execution of this Lease Agreement. The District shall be responsible for the maintenance of the existing sanitary sewer lines which are less than eight inches (8") in size. District shall also be responsible for the construction, installation and maintenance of any and all future sanitary sewer lines necessary to serve the Premises.

F. Future Development/Improvements: The District shall be responsible for the development of any new structures or buildings upon the Property; however, if the City funds

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part or all of any new structure or building, the City and District shall mutually agree to the development, design and placement of such structure or building. If City and District cannot agree upon said structure or building, then City may refuse to fund said development or improvement.

G. Snow Plowing Roadways: The City shall provide snow plowing of public roads adjacent to and within the Premises in accordance with its overall snow plowing priority schedule. This does not include existing or future service roads upon the Premises.

SECTION VII. SECURITY FOR EVENTS/ACTIVITIES

Security required for any recreational activities or events to be held upon the Premises shall be the sole responsibility of the District or entity in charge of or sponsoring the activity or event being held, at such entity's own expense. The City shall not be required to provide any type of security or police protection for a scheduled activity or event upon the Premises. However, the City shall provide general police protection to the Premises in the same manner as that which is provided to the entire community of Carbondale.

SECTION VIII. EXCLUSIVE BEVERAGE RESTRICTION

A. If any beverages are offered for sale or distributed during any recreational, sporting or athletic event or activity held or sponsored upon the Premises, such beverages shall be restricted to beverage products distributed by Marion Pepsi-Cola Bottling Company during the term of an existing Exclusive Beverage Rights Agreement between Marion Pepsi-Cola Bottling Company and the City of Carbondale for Marion Pepsi-Cola's right to sell, distribute and vend its beverage products exclusively through vending machines, fountain dispensers or any not-for-profit or retail venues upon the Premises. Upon the expiration of said Agreement, District shall be responsible for all beverage sales, vending or distribution upon the Premises.

B. The District hereby agrees to sell, serve, vend and/or advertise or authorize the sale, vending, or advertising of any beverage products in accordance with the Exclusive Beverage Rights Agreement between the City and Marion Pepsi-Cola Bottling Company. The District shall be responsible for requiring all Users of the Premises to abide by this Section VIII.

C. Failure to abide by this Section VIII by the District or any User or sponsor of any recreational event or activity shall require the immediate eviction and removal of any and all parties responsible for such failure, in addition to the removal of all beverage products not specifically authorized herein. In addition, the City may permanently prohibit any person or organization that violates this Section from using the Premises thereafter.

**SECTION IX.
INTERFERENCE WITH UTILITIES**

Except upon the City's prior written approval, District shall not cause any interference, obstruction or damage to any public roads, water mains, taps and sanitary sewers which serve or are installed upon the Premises. If any interference, obstruction or damage is caused by District to any City-owned equipment, system, property or materials located upon the Premises, District shall be responsible for notifying the City, and taking any and all action to remedy the interference, obstruction or damage immediately per the City's direction, up to and including reimbursement to City for any and all costs incurred by City for such remedy.

**SECTION X.
ALTERATION, ADDITIONS AND IMPROVEMENTS**

Any alterations, additions, and improvements made in or to the described Premises and left by District to remain upon the Premises after the expiration or termination of this Lease Agreement shall automatically become the property in fee simple of the City, at no cost to the City.

**SECTION XI.
CONDITION OF PREMISES**

A. City hereby leases the Premises to District in "as is" condition with no warranty, express or implied, by City as to the geological or environmental condition of the property, including the soil, minerals, the presence of known or unknown defects, faults, or to the condition of any fields, ditches, soil, fixtures, improvements or structures located on the Premises.

B. If District discovers an environmental condition upon the Premises that was present prior to District's entry and possession of the leasehold Premises, which causes a serious environmental hazard to the use and occupancy of the Premises, District shall notify the City of such condition immediately. Upon said notification, City shall have approximately thirty (30) days to notify the District of the City's intent to either remedy the environmental condition of the Premises in order to eliminate any hazard within a reasonable period of time, or take no action whatsoever. If the City takes action to remedy the environmental condition, such remedy shall be performed within a reasonable period of time, and the Lease Agreement shall remain in full force and effect during such time. If the City informs District that it intends to take no action to remedy the condition, then District may terminate this Lease Agreement upon providing written notice to City no less than thirty (30) days prior to the effective date of termination.

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**SECTION XII.
SUBLEASE OR ASSIGN**

The District shall not sublet said Premises or any part thereof, or assign this Lease Agreement without first obtaining the written consent of the City.

**SECTION XIII.
HOLDING OVER**

No holding over by the District shall operate to renew this Lease Agreement without the written approval of the City. Should the District hold over after the expiration of the term of this Lease Agreement, with the consent of the City, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject to all of the terms and conditions of this Lease Agreement.

**SECTION XIV.
NO DISCRIMINATION**

The District, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land, that no person, on the ground of race, color, sex or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations. In the event of breach of any of the above nondiscrimination covenants, City shall have the right to immediately terminate the Lease Agreement, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease Agreement had never been made or issued.

**SECTION XV.
TAXES AND UTILITIES**

A. The District shall be responsible for the payment of all real property taxes assessed against the Premises, at all times while District has possession, enjoyment and use of said Premises.

B. The District shall be responsible for the payment of all utility costs incurred upon the Premises for the consumption and/or use of water, sanitary sewer disposal, electricity (except for electricity used for street and parking lot lighting, which shall be paid for by the City), gas, refuse disposal and telephone.

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**SECTION XVI.
ACCESS TO PREMISES**

The City shall have unlimited access to enter the Premises for City purposes, including the inspection and maintenance of all existing public roads, water mains, taps and sanitary sewer systems which serve or are installed upon the Premises.

**SECTION XVII.
LIABILITY AND INSURANCE**

A. The District agrees that to the extent not expressly prohibited by law, the City, its officers, agents and employees, shall not be liable for any damages either to persons or property, sustained by the District or by any other persons on the property. The District shall be solely responsible for maintaining liability insurance on the property and shall carry bodily injury and property damage liability insurance on the property which shall protect the City in the following amounts:

Bodily Injury	\$1,000,000.00
Property Damage	\$100,000.00

B. If the insurance required by this Section is not kept in force and effect during the entire term of this Lease Agreement, or an extension thereof, the City, at its option, may procure the necessary insurance and pay the premium thereof. District shall then repay to City this premium as additional rent for the year following the date on which the premiums were paid by the City. In the alternative, the City may terminate this Lease Agreement fifteen (15) days after the District has refused or failed to either provide coverage to the City pursuant to this Lease, or failed to provide the City with a copy of the certificate of insurance.

**SECTION XVIII.
INDEMNIFICATION**

The District hereby agrees to indemnify and hold the City, its officials, employees and representatives, harmless against any and all claims for loss, injury or damage to persons or property, including claims of employees, agents or representatives of the District or any person upon said Premises which arises out of the District's management, scheduling, control or maintenance of the Premises.

**SECTION XIX.
GOVERNING LAW**

The parties agree that the laws of the State of Illinois shall govern the interpretation and enforcement of this Lease Agreement.

**SECTION XX.
AGREEMENT BINDING UPON SUCCESSORS**

This Lease Agreement shall be binding upon any heir, assign, or successor in interest to any construction, improvement, or alteration which may be located upon said Premises during the period of this Lease Agreement.

**SECTION XXI.
VENUE OF ACTIONS**

Any action or judicial proceeding involving this Lease Agreement shall be brought only in the courts of the County of Jackson, State of Illinois; or in the United States District Court for the Southern District of Illinois (Benton Division).

**SECTION XXII.
SECTION HEADINGS**

The section headings in this Lease Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease Agreement or any of its provisions.

**SECTION XXIII.
NOTICES**

Notices required by and given pursuant to this Lease Agreement shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person at the following locations: The City's address shall be: City Manager's Office, 200 S. Illinois Avenue, P.O. Box 2047, Carbondale, Illinois. District's address shall be: Director of Carbondale Park District, 1115 W. Sycamore, P.O. 1326, Carbondale, Illinois 62901.

**SECTION XXIV.
SEVERABILITY OF PROVISIONS**

Should any Section or provision of this Lease Agreement be held by any court of competent jurisdiction to be illegal or invalid, the remaining Section or provisions shall remain valid and in effect as though the illegal or invalid Section or provision had not been included herein.

**SECTION XXV.
EFFECTS OF WAIVER OF COVENANTS**

A waiver of a breach of one covenant or condition of this Lease Agreement by either of the parties is not a waiver of a breach of others, or of a subsequent breach of the one waived. The City's acceptance of rent payments after a breach is not a waiver of the breach.

**SECTION XXVI.
PEACEFUL ENJOYMENT**

The City covenants that, upon paying the rent and performing the covenants contained herein, District shall and may peaceably and quietly have, hold and enjoy the Premises for the agreed term.

**SECTION XXVII.
FURTHER DOCUMENTATION**

The parties agree that, should further or additional documentation be required during the term of this Lease, each shall provide and/or execute such documentation as may be required.

**SECTION XXVIII.
TERMINATION OF LEASE AGREEMENT**

In the event of a material breach of any of the terms and conditions of this Lease Agreement by District or City, the non-breaching party shall notify the breaching party in writing of the alleged breach. Upon delivery of said notice as provided in Section XXIII of this Lease Agreement, the party alleged to have materially breached this Lease shall have thirty (30) days in which to remedy the breach as alleged. Failure to cure the alleged breach within said thirty (30) days will allow the non-breaching party to terminate this Lease by delivering notice of said termination to the breaching party in accordance with Section XXIII. Said termination shall become effective thirty (30) days after deliver of said notice of termination. In addition to termination, the non-breaching party may also pursue all legal remedies available to it under applicable laws.

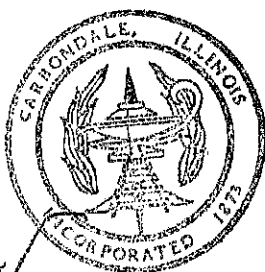
**SECTION XXIX.
ENTIRE AGREEMENTS/MODIFICATION**

This Lease constitutes the entire agreement of the parties hereto and supersedes any previous negotiations, communications, or memorandum of understanding, whether in writing or otherwise. This Lease may only be modified or amended by written agreement signed by the parties.

**SECTION XXX.
AUTHORITY TO EXECUTE LEASE**

The parties acknowledge and warrant that the respective governing bodies of each have authorized the undersigned signatories to execute on behalf of each party this Lease Agreement. Appropriate documentation reflecting such authorization has been presented by each party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplication as of the date first above-written.



**LESSOR:
CITY OF CARBONDALE**

Jeffrey W. Doherty
Jeffrey W. Doherty, City Manager

ATTEST:

Janet M. Vaught
Janet M. Vaught, City Clerk

BY:

Glenda J. Davis
Deputy City Clerk

**LESSEE:
CARBONDALE PARK DISTRICT:**

Richard L. Best

ATTEST:

Janet M. Vaught

This Instrument Prepared By:
M. Paige Reed, City Attorney
City of Carbondale
200 S. Illinois Avenue, P.O. Box 2047
Carbondale, Illinois 62902-2047
Telephone: (618) 549-5302, ext. 215
Fax: (618) 549-1402
c:\wpwin\paige2002.03\agreements\contracts\ParkDistrictLeaseAgreement.Superblock

SUPERBLOCK DESCRIPTIONS WITH EXCEPTIONS NUMBERED
(FOR CLARIFICATION PURPOSES)

PARCEL 1:

The West half of the Northeast Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd P.M., Jackson County, Illinois,

EXCEPTION 1:

The East 9.0 acres parallel in width off of the West half of the Northeast Quarter of the Southeast Quarter Section 22, Township 9 South, Range 1 West of the 3rd Principal Meridian, Jackson County, Illinois, being more particularly described as follows:

Beginning at a survey monument found at the Southeast corner of the West half of the Northeast Quarter, of the Southeast Quarter of said Section 22, thence N-89°46'36"-W, a distance of 291.09 feet to a survey monument set; thence N-0°28'58"-E, a distance of 1345.55 feet to a survey monument set in the North line of the said west half of the Northeast Quarter, of the Southeast Quarter, Section 22, thence N-89°44'25"-E, along said north line a distance of 291.11 feet to a survey monument found at the Northeast corner of the said West half of the Northeast Quarter, of the Southeast Quarter, Section 22; thence S-0°28'58"-W, a distance of 1348.00 feet to the point of beginning and containing 9.00 acres, more or less.

PARCEL 2:

The Northwest Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd P.M., Jackson County, Illinois.

EXCEPTION 2:

Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd Principal Meridian in Jackson County, Illinois; thence East along the South line of said Quarter Quarter section for a distance of 47.00 feet to the point of beginning on the east right-of-way line of the public road; thence North along the East right-of-way line of the public road on a bearing of North 00°00'16" East for a distance of 266.85 feet, thence East on a bearing of North 89°28'39" East for a distance of 326.48 feet, thence South on a bearing of South 00°00'16" West for a distance of 266.85 feet; thence West along the South line of said Quarter Quarter section on a bearing of South 89°28'39" West for a distance of 326.48 feet to the point of beginning. Containing 2.00 acres more or less.

EXCEPTION 3:

Part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd P.M., Jackson County, Illinois, more particularly described as follows:

Beginning at a point in the North line of the said Northwest Quarter of the Southeast Quarter that lies 40.0 feet Easterly from the Northwest corner thereof; thence Southerly along a line parallel with the West line of the said Northwest Quarter of the Southeast Quarter, a distance of 660.00 feet to a point; thence Easterly along line parallel with the North line of the said

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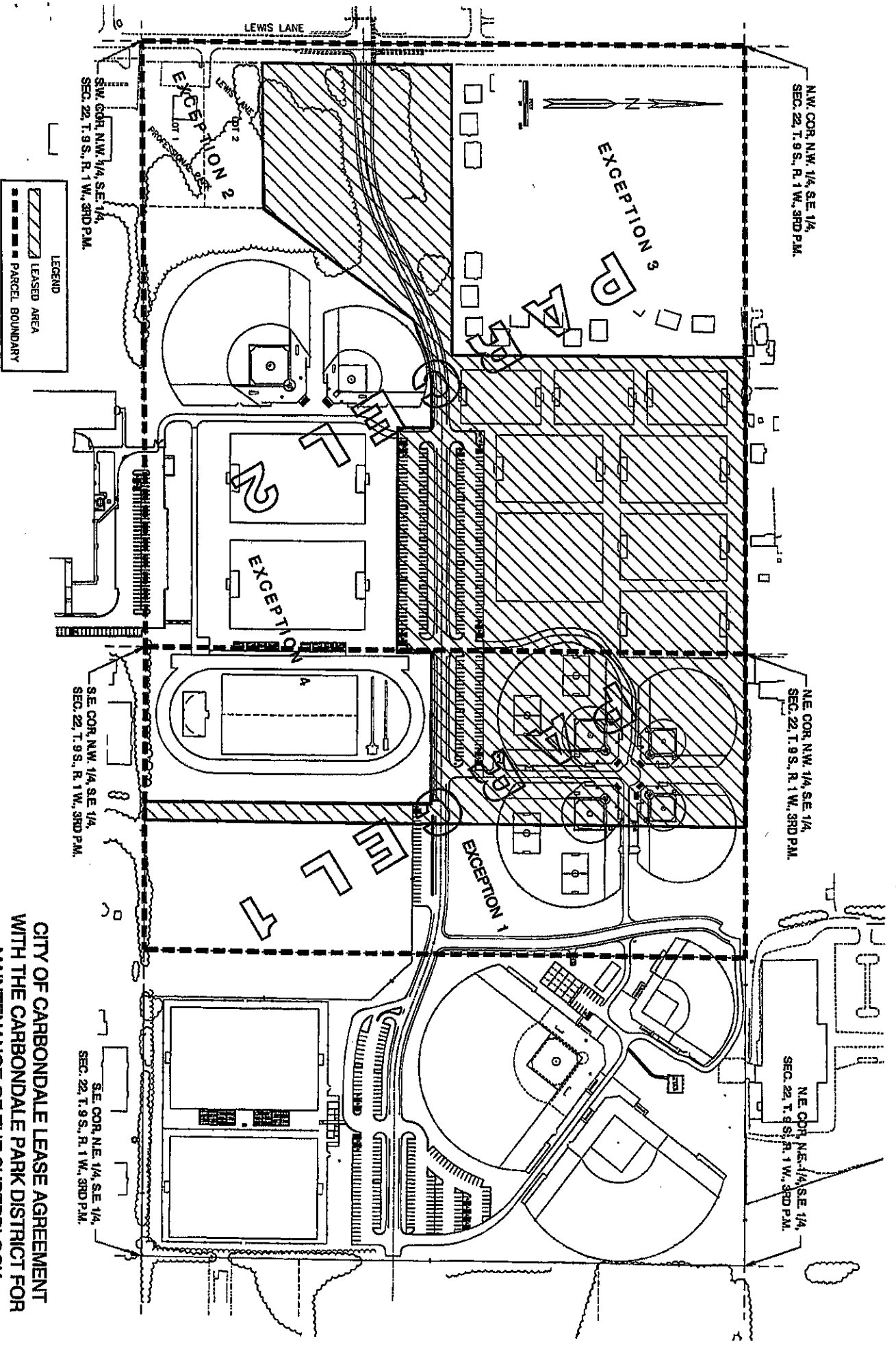
Northwest Quarter of the Southeast Quarter a distance of 660.00 feet to a point; thence Northerly along a line parallel with the said West line a distance of 660.0 feet to a point in the said North line, thence Westerly along the said North line a distance of 660.0 feet to the point of beginning; containing 10.0 acres, more or less.

ALSO EXCEPTING FROM ALL OF THE ABOVE (EXCEPTION 4):

Beginning at the Southeast corner of Lot 1 in Lewis Lane Professional Park Subdivision as shown in Plat Cabinet 2, Slot 79A in the Recorder's Office of Jackson County, Illinois, also being a point on the South line of the North one half of the Southeast Quarter in Section 22, Township 9 South, Range 1 West of the third Principal Meridian, Jackson County, Illinois; thence Easterly along said South line a distance of 989.57 feet to an iron pin found at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 22, thence continuing Easterly with a deflection angle to the right of $0^{\circ}24'29''$ distance of 350.00 feet to a point on the South line of the said North one half of the Southeast Quarter; thence Northerly with a deflection angle of $90^{\circ}03'24''$ a distance of 635.00 feet to a point; thence Westerly with a deflection angle of $90^{\circ}00'00''$ a distance of 342.00 feet to a point; thence Southerly with a deflection angle of $90^{\circ}00'00''$ a distance of 75.00 to a point; thence Westerly with a deflection angle of $90^{\circ}00'00''$ a distance of 505.00 feet to a point; thence Northerly with a deflection angle of $90^{\circ}00'00''$ a distance of 75.00 feet to a point; thence Westerly with a deflection angle of $90^{\circ}00'00''$ a distance of 105.00 feet to a point; thence Southwesterly with a deflection angle of $10^{\circ}00'00''$ a distance of 55.00 feet to a point; thence Southwesterly with a deflection angle of $10^{\circ}00'00''$ a distance of 90.00 feet to a point; thence Southwesterly with a deflection angle of $33^{\circ}50'13''$ a distance of 419.96 feet to the Northeast corner of Lot 2 in said Lewis Lane Professional Park Subdivision; thence Southerly with a deflection angle of $35^{\circ}56'36''$ along the East line of Lot 1 & 2 in said Lewis Lane Professional Park Subdivision a distance of 261.34 feet to the point of beginning, containing 17.46 acres, more or less.

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N.W. COR. N.W. 1/4, SE. 1/4,
SEC. 22, T. 9 S., R. 1 W., 3RD P.M.

N.E. COR. N.W. 1/4, SE. 1/4,
SEC. 22, T. 9 S., R. 1 W., 3RD P.M.

N.E. COR. N.E. 1/4, SE. 1/4,
SEC. 22, T. 9 S., R. 1 W., 3RD P.M.

S.W. COR. N.W. 1/4, SE. 1/4,
SEC. 22, T. 9 S., R. 1 W., 3RD P.M.

S.E. COR. N.W. 1/4, SE. 1/4,
SEC. 22, T. 9 S., R. 1 W., 3RD P.M.

S.E. COR. N.E. 1/4, SE. 1/4,
SEC. 22, T. 9 S., R. 1 W., 3RD P.M.

LEGEND
Hatched Area: LEASED AREA
Solid Line: PARCEL BOUNDARY

CITY OF CARBONDALE LEASE AGREEMENT
WITH THE CARBONDALE PARK DISTRICT FOR
MAINTENANCE OF THE SUPERBLOCK

54064D20028

882413

341163

B2005P04792

AMENDMENT TO LEASE AGREEMENT

This Amendment to a Lease Agreement between the City of Carbondale, Illinois, Lessors, and the Carbondale Park District, Lessee, dated November 19, 2002, is hereby entered into on this 2nd day of February, 2005.

341163

RECORDED ON

02-03-2005 2:28:23 PM

LARRY W. REINHARDT
JACKSON COUNTY
CLERK & RECORDER

REC. FEE: 22.50
REV. STMP:
PAGES: 5

WHEREAS, the City of Carbondale and the Carbondale Park District originally entered into the original Lease Agreement to allow the Carbondale Park District to construct and maintain recreational and athletic fields and related incidental accessory structures and improvements on certain land located in an area commonly known as the "Superblock"; and

WHEREAS, the City of Carbondale has since acquired additional lands in this area which the Carbondale Park District may use for recreational purposes; and

WHEREAS, the parties hereto find that it is in each of their best interests to amend the original lease agreement to include additional property; and

WHEREAS, the parties also agree that the City of Carbondale shall have the right to lease areas of the existing property to cellular service providers provided that such leases do not interfere with the operations of the Carbondale Park District.

NOW THEREFORE, the parties do hereby agree to amend the Lease Agreement dated November 19, 2002, in accordance with the provisions herein as follows:

SECTION ONE: Section IV, Leasehold Premises, is hereby amended by adding the following:

Parcel 3:

The East 9.0 acres parallel in width off of the West half of the Northeast Quarter of the Southeast Quarter, Section 22, Township 9 South, Range 1 West, of the 3rd Principal Meridian, Jackson County, Illinois, being more particularly described as follows:

Beginning at a survey monument found at the Southeast corner of the West Half of the Northeast Quarter of the Southeast Quarter of said Section 22; thence N-89° - 46' - 36" -W, a distance of 291.09 feet to a survey monument set; thence N-0° -28' -58" -E, a distance of 1345.55 feet to a survey monument set in the North line of the said West Half of the Northeast Quarter of the Southeast Quarter of Section 22;



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RECORDED ON

02-03-2005 2:26:23 PM

LARRY W. REINHART
JACKSON COUNTY
CLERK & RECORDER

PAGES: 2
REV. 07/01/04
REC. FEE: \$5.00

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RECORDED

thence N-89° -44" -25" -E, along said North line a distance of 291.11 feet to a survey monument found at the Northeast corner of the said West Half of the Northeast Quarter of the Southeast Quarter of Section 22; thence S-0° -28' -58"-W, a distance of 1348.00 feet to the point of beginning and containing 9.00 acres, more or less.

AND

PARCEL 4:

Situated in and a part of the East Half of the Northeast Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West of the 3rd Principal Meridian, Jackson County, Illinois.

Beginning at the Southeast corner of the West One-Half of the Northeast Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West, of the 3rd Principal Meridian, Jackson County, Illinois; thence along a true bearing of N-0°28'58"-E, along the West line of the East Half of said Quarter Quarter Section, a distance of 595.0 feet to a point; thence S-89°46'36"-E, a distance of 18.91 feet to a point; thence S-43° 22'12"-E, a distance of 124.27 feet to a point; thence S-0°28'58"-W, a distance of 505.0 feet to a point in the South line of said Quarter Quarter Section; thence N-89°46'36"-W, a distance of 105.0 feet to the point of beginning and containing 1.344 acres, more or less.

Excepting from Parcel 3 and Parcel 4 the land described as follows:

Beginning at the Southeast corner of the West One-Half of the Northeast Quarter of the Southeast Quarter of Section 22, Township 9 South, Range 1 West, of the 3rd Principal Meridian, Jackson County, Illinois; thence N-89°46' 36" - W, along a true bearing and along the South line of said Quarter Quarter Section, a distance of 291.09 feet to a point; thence N-0°28' 58" -E, a distance of 595.0 feet to a point; thence S-89°46' 36" -E, a distance of 310.0 feet to a point; thence S-43° 22' 12" -E, a distance of 124.27 feet to a point; thence S-0 degrees 28' 58" -W, a distance of 505.0 feet to a point in the South line of said Quarter Quarter Section; thence N-89 degrees 46' 36" -W, along said South line a distance of 105.0 feet to the Point of Beginning and containing 5.321 Acres, more or less, and subject to any utility easements of record.

SECTION TWO: Section VI, Development, Management, Scheduling and Maintenance of Premises, is hereby amended by adding the following:

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- H. Leasing for cellular service: The City shall have the exclusive right to lease space to cellular carriers for the purpose of placing antennas to allow for cellular services, provided that said lease does not interfere with the operations of the Park District on the leased premises. As part of this exclusive right, the City, or the City's designee or assignee, shall have the right to enter onto the leased property to construct and maintain buildings or other structures and/or replace poles to allow for the placement of antennas and any equipment or other items necessary for the operation of the antennas. All such construction and maintenance shall be at the City's expense. In the event that the City replaces a light pole to allow for the placement of antennas or equipment on the light pole, the City shall be responsible for ensuring that the necessary lights are attached to the new pole. The City, or the City's designee or assignee, shall bear the sole responsibility for maintaining antennas, buildings, structures, poles, equipment, or other items constructed or placed pursuant to this subsection H and such antennas, buildings, structures, poles, equipment, or other items shall remain the exclusive property of the City.

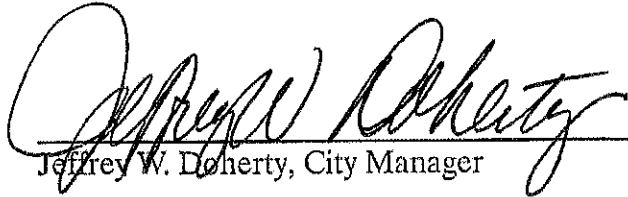
SECTION THREE: Both parties hereby agree that this Amendment shall be enforceable against both parties as if it were an original provision of the Lease Agreement.

SECTION FOUR: All terms and conditions under the original Lease Agreement which are not specifically amended per this Amendment shall remain in full force and effect during the term of the Lease Agreement.

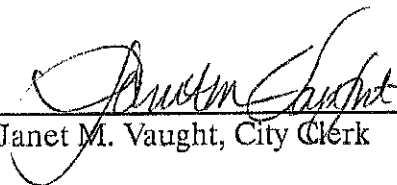
SECTION FIVE: Each and every provision of this Amendment to the Lease Agreement shall be considered separable, and the invalidity of any section, clause, or provision of this Amendment shall not affect the validity of any other portion of this Amendment.

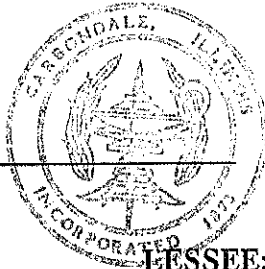
IN WITNESS WHEREOF, and upon execution below, the parties do hereby agree to abide by the terms and conditions provided within this Amendment to the Lease Agreement and have executed this Amendment in duplicate on this the date first stated above.

LESSOR:
CITY OF CARBONDALE, ILLINOIS


Jeffrey W. Doherty, City Manager

ATTEST:


Janet M. Vaught, City Clerk



LESSEE:
CARBONDALE PARK DISTRICT:

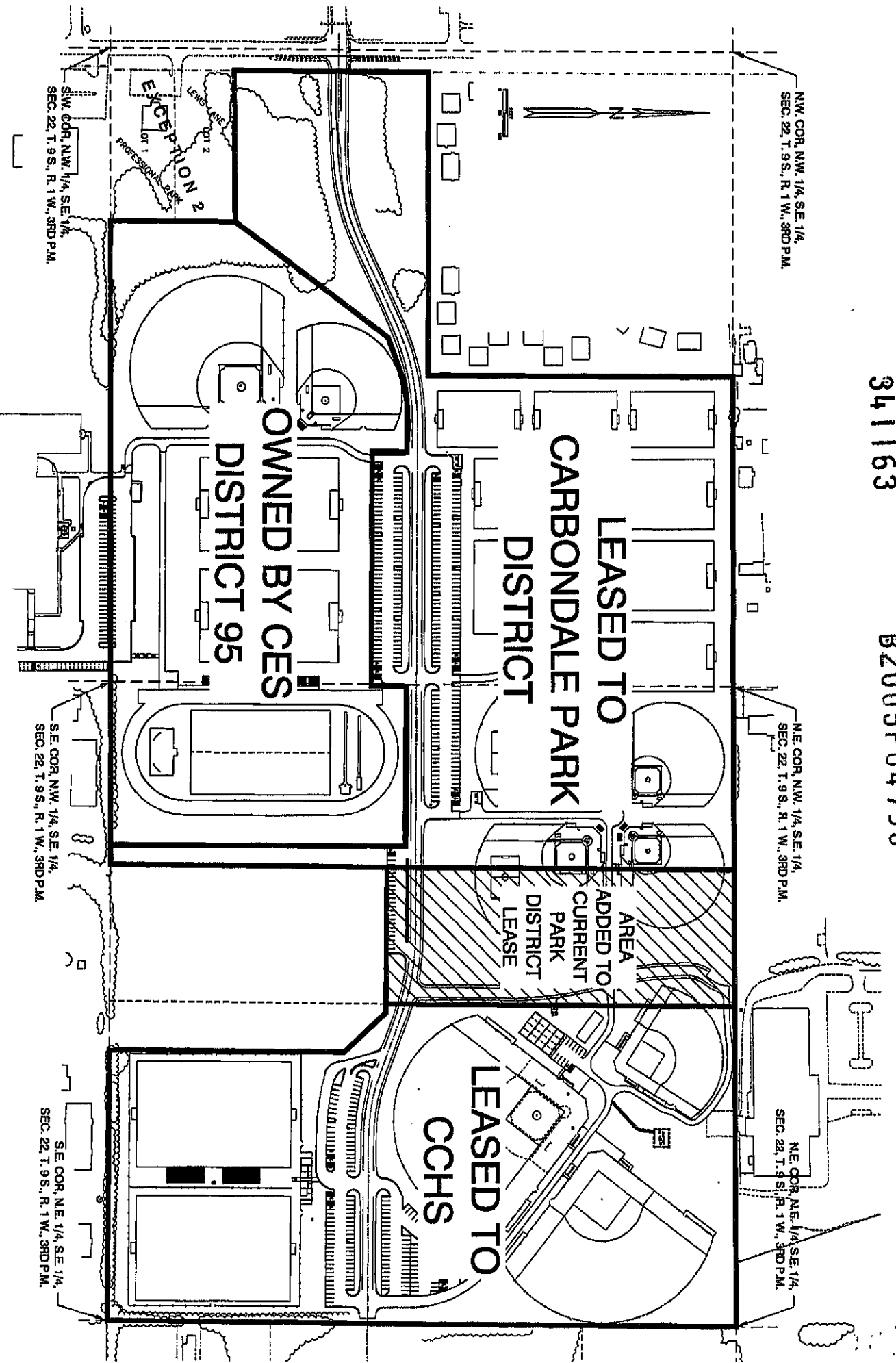


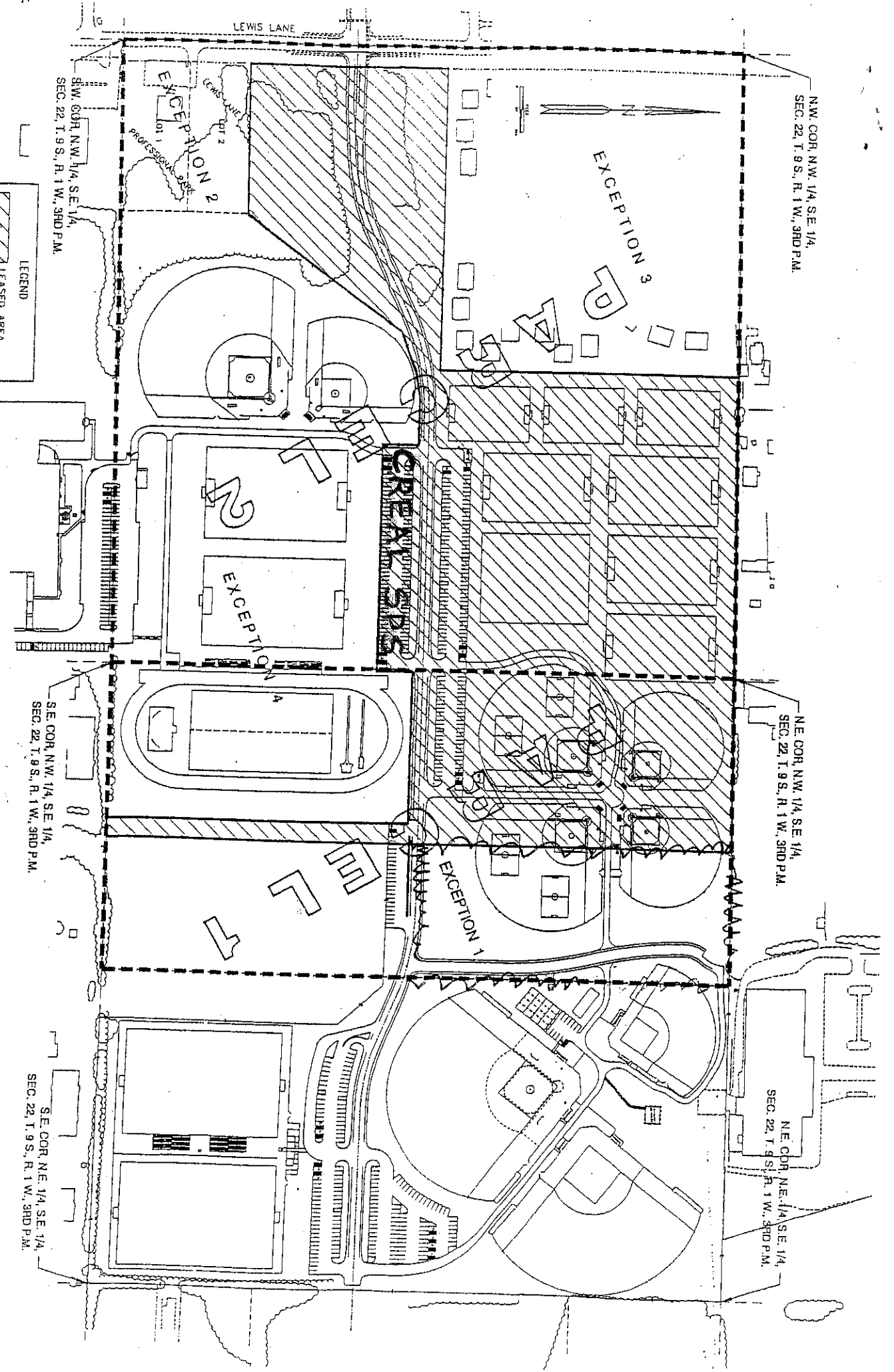
ATTEST:

This Instrument Prepared By:
Deborah Nelson
City Attorney
200 South Illinois Avenue
P. O. Box 2047
Carbondale, Illinois 62902-2047
(618) 549-5302, ext. 215
Fax: (618) 549-1402

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CITY OF CARBONDALE LEASE AGREEMENT
WITH THE CARBONDALE PARK DISTRICT FOR
MAINTENANCE OF THE SUPERBLOCK

S Lewis Ln.

City
Property

City Property

Carbondale ESD 95

City
Property

City
Property

Private
Ownership

City Property

Private
Ownership

Park District

Superblock

0 75 150 300 Feet



CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VI- - BOARD/COUNCIL COMMENTS

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____

CARBONDALE PARK DISTRICT

REQUEST FOR BOARD ACTION

SUMMARY OF REQUESTED ACTION

AGENDA ITEM VII - - ADJOURNMENT

BOARD ACTION:

Motion By: _____ 2nd By: _____

ROLL CALL:

Adams _____ Flowers _____ Trimble _____

Sergeev _____ Suarez _____