

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROCHELLE
AND THE FLAGG-ROCHELLE COMMUNITY PARK DISTRICT
(ROCHELLE GOLF COURSE PROPERTY)**

This Second Amendment to Intergovernmental Agreement ("Amendment"), effective as of the 27th day of June, 2016, between the City of Rochelle, an Illinois municipal corporation, and the Flagg-Rochelle Community Park District, an Illinois municipal corporation:

WITNESSETH

THAT WHEREAS, the parties entered into an Intergovernmental Agreement dated March 20, 2013 ("Agreement"), relating to the acquisition and leasing of certain real estate located within the City and the Park District, improved with a golf course, restaurant and ancillary facilities, consisting generally of approximately 74.285 acres ("Property"); and

WHEREAS, the Property was subsequently subdivided into a restaurant parcel consisting of 1.524 acres legally described as shown in **Exhibit A** ("Restaurant Parcel") and a golf course parcel consisting of the remainder of the Property ("Golf Course Parcel"); and

WHEREAS, the parties subsequently entered into a First Amendment to the Agreement, dated March 15, 2016, relating to their joint operation of the golf course (but not the restaurant) located on the Property; and

WHEREAS, the parties wish to further amend the Agreement to provide for the sale by the Park District to the City of the Park District's interest in the Restaurant Parcel, and to further provide for their continued joint operation of the golf course located on the Golf Course Parcel for the 2017 through 2023 golf seasons, and to grant to the City the right and authority to make certain agreements with a purchaser of the Restaurant Parcel; and

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, and pursuant to authorization of the governing boards of the parties enacted in accordance with all applicable statutes and ordinances, the parties agrees as follows:

1. Amendments to Agreement. The Agreement is hereby amended, effective as of the date set forth above, in the following particulars:

(a) Section 5, as amended, is stricken from the Agreement and a new Section 5 is inserted in the Agreement, to read in its entirety as follows:

"5. Sale of Restaurant; Joint Operation of Golf Course. On or before June 29, 2016, the Park District shall execute and deliver to the City a warranty deed conveying the Park District's interest in the Restaurant Parcel to the City, pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*, for a purchase price of \$100,000.00, to be paid by the City to the Park District on or before June 29, 2018, without interest.

The parties shall jointly operate the golf course facility (but not the restaurant) on the terms set forth herein, or on such other terms as to which the parties may mutually agree, for the 2016 golf season and additionally for the 2017 through 2023 golf seasons, or as long thereafter as the parties agree to continue such joint operation. The terms of such joint operation shall include the following: (i) the City, with the consent of the Park District, shall hire a golf course manager, and such other employees as may be necessary for the operation of the golf course, all of whom shall be City employees; (ii) the golf course manager shall supervise all such employees, and shall report to the Park District Executive Director, who shall be responsible to oversee the golf course manager's management of the golf course; (iii) all revenues and expenses of the golf course shall be processed through the City's financial department and paid by the City, with each party ultimately bearing responsibility for 50% of any net gain or loss on an annual basis, following an accounting of same by the City; provided, however, that the total contributions of the parties toward the operation of the golf course shall not exceed \$150,000.00 for each golf season, with each party contributing 50%.

The City shall have the right and authority to grant to a purchaser of the Restaurant Parcel the exclusive right to sell food and beverages on the golf course, and sole control and ownership of the signage along 7th street and an easement for the sign or any replacement sign, provided that the purchaser and the City shall agreed to shared use of the sign on an equitable basis. The City shall also have the right to enter into a permanent cross parking easement with a purchaser of the Restaurant Parcel regarding the parking lot on the Property which shall provide for shared parking by the Restaurant Parcel and the Golf Course Parcel and their respective invitees."

2. Recordable Memorandum. The parties shall execute a memorandum of the Agreement, as amended by the First Amendment, and as further amended by this Second Amendment, and cause the same to be recorded in the Office of the Ogle County Recorder.

3. Other Terms. Except as expressly amended herein, the terms of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the Agreement to be executed as of the date first above written.

CITY OF ROCHELLE, an Illinois municipal corporation

FLAGG ROCHELLE COMMUNITY PARK DISTRICT, an Illinois municipal corporation

By: _____
DAVID S. PLYMAN
City Manager

By: _____
ROGER BUNGER
President

Attest: _____
BRUCE MCKINNEY
City Clerk

Attest: _____
MICHELLE PEASE
Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that David S. Plyman and Bruce McKinney, the City Manager and City Clerk, respectively of the City of Rochelle, an Illinois municipal corporation, 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 acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

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

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that Roger Bunger and Michelle Pease, the President and Secretary, respectively of the Flagg-Rochelle Community Park District, an Illinois municipal corporation, 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 acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the Flagg-Rochelle Community Park District.

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

(SEAL)

NOTARY PUBLIC

EXHIBIT A
(Legal Description of Restaurant Parcel)

Part of the East-half of the Northwest Quarter of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of the East-half of the Northwest Quarter of said Section 25; thence South 1 degree 41 minutes 45 seconds East along the West Line of said East-half, a distance of 1658.88 feet; thence South 87 degrees 03 minutes 10 seconds East, a distance of 40.13 feet to a point on the Easterly Right-of-Way Line of a public road designated Illinois Route 251, said point being the Point of Beginning of the hereinafter described tract of land; thence continuing South 87 degrees 03 minutes 10 seconds East, a distance of 183.23 feet; thence South 78 degrees 03 minutes 39 seconds East, a distance of 105.01 feet; thence North 14 degrees 39 minutes 35 seconds East, a distance of 16.76 feet; thence South 74 degrees 44 minutes 06 seconds East, a distance of 120.00 feet; thence North 27 degrees 05 minutes 46 seconds East, a distance of 104.81 feet; thence North 29 degrees 46 minutes 37 seconds West, a distance of 127.34 feet; thence North 75 degrees 38 minutes 47 seconds West, a distance of 198.01 feet; thence South 38 degrees 25 minutes 28 seconds West, a distance of 143.37 feet; thence South 47 degrees 22 minutes 09 seconds West, a distance of 115.65; thence South 88 degrees 18 minutes 11 seconds West, a distance of 24.66 feet to the Easterly Right-of-Way Line of said Illinois Route 251; thence South 1 degree 41 minutes 45 seconds East along said Right-of-Way Line, a distance of 15.03 feet to the Point of Beginning, containing 1.524 acres, more or less, subject to all easements, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, the Township of Flagg, the County of Ogle, and the State of Illinois.