

# LAKE OF EGYPT SHORELINE AGREEMENT

On \_\_\_\_\_, \_\_\_\_\_, Southern Illinois Power Cooperative (SIPC), an Illinois not-for-profit corporation, 11543 Lake of Egypt Road, Marion, Illinois 62959 and the undersigned.

(OWNER) \_\_\_\_\_ NAME

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ CITY, STATE, ZIP

\_\_\_\_\_ PHONE

owner of land along the shoreline of the Lake of Egypt, the property of SIPC, in consideration of the following mutual covenants and agreements, agree as follows:

1. **NONEXCLUSIVE LICENSE.** SIPC grants to OWNER a nonexclusive license to use that portion of SIPC's property subject to the terms and provisions of this Agreement, which adjoins the OWNER's property and extends from the boundary of OWNER's property to the water's edge of the Lake of Egypt. No permanent structures or buildings may be placed on SIPC's property without SIPC's prior written approval. OWNER shall use SIPC's property for personal and family recreational use only; no commercial or business use of any nature is permitted.

2. **TERM.** The term of this Agreement is from the date of execution through December 31 of each year. OWNER shall have the option of a four (4) year term as provided in the next paragraph.

3. **FEE.** OWNER shall pay Twenty five Dollars (\$25.00) to SIPC at the time of execution of this Agreement by OWNER and on January 1 of each year thereafter not as a "Charge" to OWNER for OWNER's use of SIPC's property but solely for the benefits to or arising from OWNER's recreational use of SIPC's property and to SIPC for the sole purpose of properly conserving the land and the Lake of Egypt as provided under the terms of the Recreational Use of Land and Water Areas Act, 745 ILCS 65 /

1-7. SIPC may increase the payment by written notice to OWNER as the costs to SIPC of conserving the land and the Lake of Egypt increase. OWNER shall have the option of paying Eighty-eight dollars (\$88.00) at the time of the execution of this Agreement by OWNER for a four (4) year term. If OWNER sells the property during the four (4) year term, OWNER may obtain a refund of any remaining full year term fee at the rate of Twenty-one Dollars (\$21.00) for each remaining full year when the new OWNER and SIPC sign a new Shoreline Agreement. No refund shall be due for any portion of any year.

4. **INSURANCE AND INDEMNITY.** OWNER shall carry liability insurance in such amounts and insuring against such risk (on the shoreline property of SIPC) as may be periodically required by SIPC and **SHALL FURNISH A CERTIFICATE OF SUCH INSURANCE TO SIPC AT THE TIME OF EXECUTION OF THIS AGREEMENT.** For each subsequent year, OWNER shall deliver to SIPC a written certification signed by the OWNER that all required insurance is still in full force and effect. If at any time the insurance is canceled for any reason, all rights of OWNER under this Agreement shall terminate immediately. OWNER shall indemnify, hold harmless and release SIPC, its agent and employees from any and all claims, demands, suits, or causes of action that may occur as a result of any personal injury or loss of property occurring on or in any way related to the property of SIPC which is the subject of this Agreement.

5. **BOAT DOCK.** OWNER may construct in compliance with SIPC's minimum written specifications available from SIPC's office one boat dock on SIPC's property described under this Agreement and extending into the Lake of Egypt for a distance only as allowed by the prior written approval of SIPC. Prior to constructing a boat dock or any other improvements on SIPC's property, OWNER shall present to SIPC detailed plans and specifications for the improvements including the location and materials and obtain the prior written approval of SIPC. SIPC's minimum specifications may be amended from time to time and any modifications required shall be completed within thirty (30) days of any changes in these minimum specifications. OWNER shall maintain the boat dock and any other improvements constructed on SIPC's property in an attractive and safe condition. OWNER shall install and maintain any and all safety markings or lights as may be required by SIPC on any improvements or any other activities of OWNER constructed on or occurring on SIPC's property under the terms of this Agreement.

6. **RULES AND REGULATIONS.** OWNER shall abide by SIPC's Official Rules and Regulations governing the use of the Lake of Egypt for recreational purposes. Copies of these Rules and Regulations are available from marinas on the Lake of Egypt, SIPC security patrol officers and SIPC office.

7. **TAXES.** OWNER shall pay any and all taxes assessed on any improvements, including but not limited to any boat dock, or incurred from any activities of OWNER on SIPC's property under the terms of this Agreement.

8. **SHORELINE MAINTENANCE AND DREDGING.** OWNER shall maintain the shoreline subject to this Agreement to prevent soil erosion and water pollution and, if directed by SIPC, OWNER shall rip-rap the shoreline and build walkways as required by SIPC. No dredging or other modification of the shoreline or any other portion of SIPC's property is permitted without first obtaining a written permit from SIPC.

9. **TERMINATION.** SIPC may terminate all of OWNER's rights under this Agreement at any time and for any reason upon thirty (30) days' written notice to OWNER. Upon the termination of this Agreement, OWNER shall remove any property or improvements of OWNER constructed on SIPC's property and shall complete any restoration or repairs of any damage caused to SIPC's property by the construction of any improvements or the removal. Any property of the OWNER not removed shall at SIPC's sole option be deemed abandoned and become the property of SIPC. If SIPC shall so elect, SIPC may remove the property of the OWNER and store, sell, destroy, or otherwise dispose of the property at the risk and expense of OWNER.

IN WITNESS WHEREOF, the parties have executed this Agreement including all terms and conditions on the reverse side of this document in duplicate effective as of the day and year first above written.

SOUTHERN ILLINOIS POWER COOPERATIVE

BY \_\_\_\_\_ Date: \_\_\_\_\_

OWNER

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_



**10. SIPC ACCESS.** SIPC may at any time access the property and any improvements to examine OWNER's use of the property and determine whether or not OWNER's use is in compliance with the terms of this Agreement.

**11. NO WARRANTY OR LIABILITY.** SIPC makes no warranty as to any condition of the property nor as to its suitability for any intended use by OWNER as contemplated under this Agreement. SIPC as well as its agents, employees, representatives, consultants and assigns shall not be liable to any other party for any loss, claim or demand whatsoever asserted on account of their administration of any of the rights of SIPC under this Agreement and the performance of any of their duties hereunder, or any failure or defect in such administration and performance. No approval of any plans or specifications for any improvements shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designated dock or other improvement and shall not be deemed to constitute a warranty or representation by SIPC, including without limitation, any warranty or representation relating to fitness, safety, design, or adequacy of the proposed construction or compliance with applicable statutes, codes, or regulations. Such rules, regulations, permits, and approvals shall in no event be construed as representing or guaranteeing that any dock or other improvements will be built in a workmanlike manner. Any errors or omissions from the plans and specifications submitted by the OWNER shall be the sole responsibility of the OWNER and SIPC shall not have any obligation to check for errors in or omissions from any plans, specifications, or any other regulations of SIPC or any other applicable authority or common law.

**12. NO ASSIGNMENT.** OWNER may not assign any rights under this Agreement to any other party without SIPC's express prior written consent and any rights of OWNER under this Agreement are limited to OWNER's family and OWNER's nonpaying guests. OWNER may not mortgage, pledge or encumber or assign, transfer, voluntarily or by operation of law, any rights of OWNER without the prior consent in writing of SIPC.

**13. DEFAULT.** If at any time OWNER should fail to comply with any of OWNER's obligations under this Agreement including SIPC's Official Rules and Regulations for the use of the Lake of Egypt, SIPC may terminate all of OWNER's rights under this Agreement and SIPC may retain possession of any and all improvements of the OWNER constructed on SIPC's property until any defaults of OWNER under this Agreement shall have been cured to SIPC's sole satisfaction. OWNER shall also pay any and all attorneys' fees and costs of SIPC incurred in enforcing any of the terms and provisions of this Agreement.

**14. WAIVER.** Failure of SIPC to insist on the strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any subsequent breach or default of any terms and conditions.

**15. TIME.** Time is of the essence regarding this Agreement.

**16. NOTICES.** All notices and demands shall be in writing and to the address of the parties noted in this Agreement unless either party is notified in writing of a change of address. Notice to the OWNER may be sent to the address of the OWNER's property. Service shall be sufficient upon mailing by regular mail, postage prepaid. Any notice or demand mailed as provided shall be deemed to have been given or made on the date of mailing. Notice to anyone of a multiple person party shall be sufficient notice to all.

**17. MERGER.** The covenants and conditions of this Agreement shall apply to and bind the heirs, legal representatives and assigns of the parties, and all covenants shall be construed as conditions of this Agreement. Any additions, alterations or modifications of this Agreement shall be in writing and no oral Agreements shall be effective. This instrument constitutes the entire Agreement between the parties as to the subject matter of this Agreement. Each party acknowledges that in executing this Agreement, he/she has not been induced, persuaded or motivated by any promise or representation made by the other party unless expressly set forth in this Agreement. All previous statements, negotiations, and agreements by the parties or their representatives are merged in this instrument.

**18. SURVEYS.** SIPC does not pay for property surveys.