

RESOLUTION NO. 33-1

A RESOLUTION AUTHORIZING A PROPERTY TAX ABATEMENT AGREEMENT

WHEREAS, Sangamon County is authorized to grant property tax abatements in various circumstances pursuant to the Illinois Property Tax Code (35 ILCS 200/18-165); and

WHEREAS, Legacy Park Sports, LLC (“Legacy”) desires to construct, build and own, and with the assistance of SPORTS FACILITIES MANAGEMENT, LLC (“SFM”), manage and operate a multi-purpose sports and events complex that is currently known as the SCHEELS SPORTS PARK AT LEGACY POINTE, (“Facility”); and

WHEREAS, Legacy seeks public financial assistance for the Facility and has requested a property tax abatement from the County of the additional property taxes caused by the construction of the Facility in excess of those property taxes currently paid on the Property in order to make the Facility construction feasible; and

WHEREAS, by granting the Tax Abatement, the County will provide an inducement to Legacy to cause the Facility to be constructed and operated for the financial benefit of the County through the enlargement of the overall tax base of the County; and

WHEREAS, the County is entering into this agreement because the project represents an estimated direct financial investment of \$45,000,000 in the local sports tourism industry, which has been specifically identified by the Springfield Sangamon Growth Alliance as a priority and targeted economic sector for the community, therefore worthy of the requested public investment. The project is also unique in that it will be built, owned and operated by a private company and most projects of this scale are built and owned by governmental units, resulting in no direct payment of property taxes. In addition, an independent study has estimated that the project will generate an annual economic impact of more than \$25,000,000 in direct spending by visitors from outside of Sangamon County.

NOW, THEREFORE, BE IT RESOLVED by the Members of the Board of Sangamon County, Illinois, in session this 15th day of November, 2022, that the County shall grant Legacy its requested tax abatement by entering into the Tax Abatement Agreement Between Sangamon County, Illinois, and Legacy Park Sports, LLC attached hereto. The County Clerk is directed to abate the taxes in accordance with the Tax Abatement Agreement.

ATTEST:

Chairman, Sangamon County Board

County Clerk

FILED

NOV 14 2022

Don J. King
Sangamon County Clerk

**TAX ABATEMENT AGREEMENT BETWEEN
SANGAMON COUNTY, ILLINOIS, AND LEGACY PARK SPORTS, LLC**

The parties to this **TAX ABATEMENT AGREEMENT** (the "Agreement") are **SANGAMON COUNTY, ILLINOIS**, (the "County") and **LEGACY PARK SPORTS, LLC**, an Illinois limited liability company ("Legacy").

WITNESSETH

WHEREAS, Legacy desires to construct, build, and own and, with the assistance of **SPORTS FACILITIES MANAGEMENT, LLC ("SFM")**, manage and operate, a multi-purpose sports and events complex that is currently known as the **SCHEELS SPORTS PARK AT LEGACY POINTE**, ("Facility") to be located on Legacy Pointe Drive in Springfield, Illinois, on the real property legally described in Exhibit A, made a part hereof and incorporated herein ("Property");

WHEREAS, the Facility will be comprised of multiple major and minor sporting venues, including an air structure housing a turfed field and six (6) basketball courts, one 400 ft. baseball/soccer championship stadium, five multipurpose turfed and lighted fields configurable into 400 ft. baseball fields, two multipurpose turfed and lighted fields configurable into full sized soccer fields, and other associated entertainment, concession, and support venues ("Sports Facility");

WHEREAS, the Facility is expected to cost in excess of Forty-Five Million Dollars (\$45,000,000) to develop;

WHEREAS, Legacy seeks public financial assistance for the Facility and has requested a property tax abatement from the County of the additional property taxes caused by the construction of the Facility in excess of those property taxes currently paid on the Property in order to make the Facility construction feasible;

WHEREAS, the tax abatement requested by Legacy is a real estate tax abatement for the taxes assessed by the County against the Property in excess of those real estate taxes currently paid on the Property (the "Tax Abatement");

WHEREAS, the Tax Abatement would provide a real estate tax abatement from the County to Legacy pursuant to Section 18-165 of the Illinois Property Tax Code (35 ILCS 200/18-165) (the "Abatement Law"), which provides that:

"Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(A) Commercial and Industrial

- (1) The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]"

WHEREAS, by granting the Tax Abatement, the County will provide an inducement to Legacy to cause the Facility to be constructed and operated which will financially benefit the County through the enlargement of the overall tax base of the County;

WHEREAS, the County is entering into this agreement because the project represents an estimated direct financial investment of \$45,000,000 in the local sports tourism industry, which has been specifically identified by the Springfield Sangamon Growth Alliance as a priority and targeted economic sector for the community, therefore worthy of the requested public investment. The project is also unique in that it will be built, owned and operated by a private company and most projects of this scale are built and owned by governmental units, resulting in no direct payment of property taxes. In addition, an independent study has estimated that the project will generate an annual economic impact of more than \$25,000,000 in direct spending by visitors from outside of Sangamon County.

WHEREAS, other area units of local government have already or are expected to approve a tax abatement for the Facility like that set forth in this Agreement; and

WHEREAS, to induce Legacy to proceed with the construction of the Facility, the County agrees to grant Legacy a tax abatement in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Legacy Obligations to Receive and Maintain Tax Abatement. Legacy’s right to receive the Tax Abatement under this Agreement is expressly conditioned upon Legacy causing the performance of the following conditions:

a. As of the drafting of this Agreement, Legacy does not hold fee simple title to the Property. As a condition precedent to any and all obligations of the Parties contained herein, Legacy shall obtain and hold fee simple title to the Property prior to September 20, 2023. Should Legacy fail to obtain and hold fee simple title to the Property prior to September 20, 2023, this Agreement shall terminate and be of no further effect.

b. Legacy shall cause the construction of the Facility substantially in the form depicted on Exhibit B, attached hereto and made a part hereof.

c. Legacy, in association with its partners, agents, and vendors, shall continually operate the Facility for the duration of this Agreement as a sports complex and any other use permitted by applicable zoning laws, including variances, use permits, and amendments to applicable zoning laws.

d. Legacy shall use best efforts to obtain certificates of occupancy for the Facility as necessary from all governmental entities having jurisdiction thereover, on, before, or about April 1, 2024 (“Opening Date”). Legacy shall notify the County within fourteen (14) calendar days of the actual date the Facility opens to the Public for business (“Commencement Date”).

e. From the Commencement Date until the end of the Tax Abatement and for a period of two (2) years thereafter, if Legacy moves the Sports Facility from the Property to an area outside the territorial boundaries of the County or otherwise closes or ceases its operations at the Property, Legacy shall refund to the County all Tax Abatement amounts previously received by Legacy. Such refund of Tax Abatement amounts shall be paid by Legacy to the County within ninety (90) days of the County’s written demand for payment.

f. Commencing with the final execution of this Agreement and concluding upon fulfillment of the Tax Abatement, Legacy shall not file any tax rate objection against the County. In addition, to the extent Legacy pursues an assessment appeal during the period Legacy is entitled to receive the Tax Abatement at the Property Tax Appeal Board, the Circuit Court, or by a Certificate of Error, any

refund issued to Legacy (or any affiliated entity) pursuant to an assessment appeal shall be credited to the County as a reduction in a subsequent year Tax Abatement, so as to preserve the actual Tax Abatement Obligation as set forth below.

2. County Resolution. Upon full execution of this Agreement and Legacy obtaining fee simple title to the Property in accordance with Section 1(a) hereof, the County shall take all actions required for establishing the Tax Abatement, as required by the Abatement Law, including approving, and filing with Sangamon County Clerk a resolution directing the Sangamon County Clerk to abate that portion of the real estate taxes levied by the County against the Property in accordance with the terms and conditions of this Agreement. The County agrees to adopt and file any other documents that may be required from time to time to effectuate the Tax Abatement, including (if necessary) annual abatement resolutions.

3. Tax Abatement. Subject to Legacy satisfying the conditions precedent contained in Section 1 hereof, and otherwise being in compliance with the applicable terms and conditions of this Agreement, the County agrees to implement the Tax Abatement. Such Tax Abatement shall be based upon the County's proportionate share of the real estate taxes levied on the Property for the tax assessment year being abated less the real estate taxes levied on the Property in the 2022 tax assessment year (\$303), with each "year" representing a full assessment year. The Tax Abatement shall be a one hundred percent (100%) tax abatement for the excess taxes assessed above the 2022 tax assessment year (\$303), for a period of ten (10) consecutive years beginning with the 2024 tax year, for real estate taxes due and payable in 2025. The Tax Abatement shall be subject to the following limitations:

a. Total Tax Abatement Limit. The tax abatements for the Property granted by all taxing districts providing an abatement may not exceed the total aggregate amount of Four Million Dollars (\$4,000,000). Notwithstanding any provision of this Agreement to the contrary, should the total aggregate amount of tax abatements received by Legacy for the Property reach the total aggregate amount of Four Million Dollars (\$4,000,000), no further Tax Abatement shall be granted by the County. Legacy shall refund to the County its proportionally share of all Tax Abatement amounts in excess of said limitation. Such refund of Tax Abatement amounts shall be paid by Legacy to the County within ninety (90) days of the County's written demand for payment.

b. Transferred Property. Should any portion of the Property be sold, conveyed, or otherwise transferred ("Transferred Property"), and the Transferred Property no longer be part of or used for sports, recreation, activities, entertainment, and events associated with or supporting the Facility, the Transferred Property shall not be subject to this Agreement and no Tax Abatement shall be applicable to the Transferred Property for the portion of the year after the transfer as of the date of sale, conveyance, or other transfer. Any partial year Tax Abatement received by Legacy or its successor in interest for any such Transferred Property shall be paid by Legacy or its successor in interest, as applicable, to the County within ninety (90) days of the County's written demand for payment.

c. Unrelated Use of the Facility. Should the Property, or any portion thereof, no longer be predominantly used for sports, recreation, activities, entertainment, or events associated with or supporting the Facility as described herein, the County shall have the right to terminate the Tax Abatement as to such portions of the Property.

d. Failure to Achieve Opening Date. Should Legacy fail to obtain any required certificates of occupancy for the Facility from all governmental entities having jurisdiction thereover, within one (1) calendar year following the Opening Date provided herein, the County shall have the right to terminate the Tax Abatement.

4. Legacy Obligations.

a. Intentionally blank.

b. Payment of Real Estate Taxes. Legacy agrees to pay, or cause to be paid, all general and special real estate taxes levied against the Property, including any improvements related to the Facility located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent.

c. Use of Abated Taxes. Legacy shall use the tax savings it realizes under this Agreement solely for facility maintenance. To document compliance with this requirement, for each abatement under this Agreement, Legacy shall submit an accounting with copies of supporting documentation establishing that Facility maintenance expenses were paid with the taxes abated in accordance with the terms of this Agreement.

5. No Bond Obligation. Nothing in this Agreement shall be interpreted in any way to obligate the County to be responsible in any way for bonds issued by the City of Springfield, Illinois, or for any financing or other obligations of any type whatsoever incurred by Legacy.

6. Renewal. Upon expiration of the ten (10) year Tax Abatement as provided for herein, the Parties may, but shall not be obligated to, enter into a new tax abatement agreement for the Property on terms and conditions as negotiated by the Parties at such time.

7. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois at the expense of Legacy. Legacy shall provide the County with a copy of the recorded Agreement within thirty (30) days of recordation.

8. Assignment. Subject to the County's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, Legacy shall have the right to assign the benefits of this Agreement to any person or entity acquiring its interest in the Property; provided, however, that such assignee complies with each and every term and condition hereof.

9. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon employees, officers, directors, or policyholders of any other person, firm, or corporation.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

11. Entire Agreement. This document constitutes the entire agreement between the Parties, and no oral agreements or other written agreements exist with respect to the subject matter hereof. This Agreement may be modified only by a writing executed by both Legacy and the County. Submission of this Agreement by one Party to the other for examination shall not constitute a binding agreement amongst the Parties, and no agreement shall be deemed to exist until this Agreement is executed and delivered by both Parties.

12. Time. Time shall be of the essence of this Agreement. Dates and time frames herein are explicitly agreed to by the Parties. By executing this Agreement, Legacy confirms that the time to fully perform this Agreement is reasonable.

13. Days. The term "day" shall mean a calendar day unless otherwise provided. The term "business day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Illinois are authorized or required by law or other governmental action to close. If any of the dates or time periods in this Agreement fall or end on a Saturday, Sunday, or United States bank holiday, then such date or time period shall be extended until the next business day other than a Saturday, Sunday, or United States bank holiday.

14. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

15. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

16. Recitals; Terms of Art. The recitals are an integral part of this Agreement and are incorporated herein as if restated in full. Terms of art shall have the meaning so ascribed herein.

17. Relationship of Parties. No Party shall be deemed to be an independent contractor, agent, or employee of the other Party. No Party shall have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other Party, except as explicitly authorized herein.

18. Further Assurances. Each Party hereto agrees: (a) to furnish upon request to each other Party such further information as reasonably requested; (b) to execute and deliver to each other Party such other documents reasonably requested; and (c) to do such other acts and things as the other Party may reasonably request for the purposes of carrying out the intent and purposes of this Agreement.

19. Legacy Authority. Legacy, and the individual(s) executing this Agreement on behalf of Legacy, warrant that it/they have all necessary power and authority to make, execute, deliver, and consummate this Agreement and have taken all necessary actions required to be taken to authorize execution and delivery of this Agreement and to perform all of its obligations, undertakings, and agreements to be observed and performed by it hereunder. This Agreement has been duly executed and delivered by Legacy and is a valid and binding agreement of Legacy. Legacy shall obtain any and all necessary compliance from any other party necessary for the consummation of the matters herein.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The Parties agree that all actions or proceedings arising directly, indirectly, or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Sangamon County, Illinois, and hereby consent and submit to the jurisdiction of the state Circuit Court located within said county and state as the exclusive venue for such actions.

21. Immunity. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities that the County may be afforded pursuant to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., with respect to any claim brought by a third party.

22. Default and Cure. Neither Party shall be entitled to exercise any right hereunder, or at law or in equity, on account of any default by the other Party in accordance with the provisions of this

Agreement, unless the defaulting Party is provided ten (10) business days prior notice of its intention to take such action, and unless during such period the defaulting Party has not (a) cured such default, or (b) if such default is not reasonably capable of being cured within such 10-business day period, commence curing such default, and thereafter diligently proceeded to complete such cure and caused such default to be cured as soon as practicable but in no event later than thirty (30) days following receipt of such notice. Upon a breach of this Agreement by Legacy, and subject to the above notice and cure provisions, the County may repeal its Tax Abatement resolution, and any Party, by an action or proceeding solely in equity brought in the Circuit Court of Sangamon County, Illinois, may seek the specific performance of the covenants and agreements herein contained, for failure of performance.

23. No Waiver. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

24. Notices. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when delivered personally (with receipt acknowledged), if and when emailed to the addresses provided below, or when mailed by Certified Mail, Return Receipt Requested, with proper postage prepaid, or when sent by a national commercial courier service, such as Federal Express, for expedited delivery, to be confirmed in writing by such courier:

If to the County:
SANGAMON COUNTY ADMINISTRATOR
200 South 9th Street
Springfield, IL 62701
Phone: (217) 753-6640

If to Legacy:
LEGACY PARK SPORTS, LLC
Attn: Dirk McCormick, Manager
2050 West Iles Ave., Suite F
Springfield, IL 62704
Email: dirk@legacypointe.net

With a Copy to:
SANGAMON COUNTY STATE'S ATTORNEY
200 South 9th Street
Springfield, IL 62701
Phone: (217) 753-6690

With a Copy to:
SORLING NORTHROP
Attn: Michael G. Horstman Jr.
1 North Old State Capitol Plaza, Suite 200
Springfield, IL 62701
Email: mghorstman@sorlinglaw.com

Each Party has the right to designate a different address for its receipt of notices hereunder within the 48 contiguous continental United States of America by notice duly given to the other Party at any time.

25. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each Party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. This Agreement and any amendment hereto or other document executed pursuant to the authority granted hereby may be executed by facsimile, scanned Portable Document Format ("PDF"), DocuSign, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last stated below, each Party being authorized thereunto.

COUNTY:
SANGAMON COUNTY, ILLINOIS

By: _____
Andy Van Meter, County Board Chairman

Date: _____

LEGACY:
LEGACY PARK SPORTS, LLC, an Illinois
limited liability company

By: _____
Dirk McCormick, Manager

Date: _____

EXHIBIT A

Legal Description of the Property

Part of the Northeast Quarter of Section 17, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at a stone found at the Southwest corner of said Northeast Quarter per Monument Record Number 2008RI 1263 as recorded in the Sangamon County Recorder's Office; thence North 01 degrees 05 minutes 12 seconds West on the West line of said Northeast Quarter, a distance of 265 8. 7 6 feet to a stone found at the Northwest corner of said Northeast Quarter; thence North 89 degrees 15 minutes 01 seconds East on the North line of said Northeast Quarter, a distance of 586.43 feet to the Southwest corner of the South Park Avenue right of way; thence South 00 degrees 44 minutes 59 seconds East, a distance of 100.00 feet to an iron pin set at the point of beginning.

From said point of beginning; thence North 89 degrees 15 minutes 01 seconds East, a distance of 525.98 feet to an iron pin set; thence South 00 degrees 45 minutes 14 seconds East, a distance of 74.84 feet to an iron pin set; thence South 89 degrees 15 minutes 01 seconds West, a distance of 39.44 feet to an iron pin set; thence South 68 degrees 33 minutes 07 seconds West, a distance of 149 .46 feet to an iron pin set; thence South 89 degrees 15 minutes 0 1 seconds West, a distance of 188.31 feet to an iron pin set; thence North 68 degrees 22 minutes 14 seconds West, a distance of 171.33 feet to an iron pin set; thence North 00 degrees 44 minutes 59 seconds West, a distance of 62.44 feet to the point of beginning.

AND

Part of the Northeast Quarter of Section 17, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at a stone found at the Southwest corner of said Northeast Quarter per Monument Record Number 2008RI 1263 as recorded in the Sangamon County Recorder's Office; thence North 89 degrees 19 minutes 19 seconds East on the South line of said Northeast Quarter, a distance of 110. 00 feet to the point of beginning.

From said point of beginning; thence North 01 degrees 05 minutes 12 seconds West, a distance of 1962.04 feet to an iron pin set in concrete on the South right of way line of the Interurban Trail; thence North 69 degrees 19 minutes 23 seconds East on said South right of way line, a distance of 1219.39 feet to an iron pin set; thence South 00 degrees 48 minutes 01 seconds East, a distance of 843.59 feet to an iron pin set at the beginning of a curve concave to the Northeast having a radius of 400.00 feet; thence Southeasterly on said curve left, a chord bearing of South 18 degrees 37 minutes 51 seconds East, a chord distance of 244.97 feet to an iron pin set at the end of said curve; thence South 27 degrees 23 minutes 35 seconds East, a distance of 476.08 feet to an iron pin found on the West right of way line of Legacy Pointe Drive; thence South 62 degrees 13 minutes 09 seconds West on said West right of way line, a distance of 4.50 feet to an iron pin found; thence South 27 degrees 46 minutes 51 seconds East on said West right of way line, a distance of 50.00 feet to an iron pin found at the Northeast corner of Lot 36 in Legacy Pointe Town Center Phase III; thence South 62 degrees 13 minutes 09 seconds West on the North line of said Lot 36, a distance of 434.96 feet to an iron pin set; thence South 10 degrees 48 minutes 14 seconds East, a distance of 150.09 feet to an iron pin set; thence North 80 degrees 12 minutes 52 seconds West, a distance of 48.93 feet to an iron pin set; thence South 09 degrees 46 minutes 42 seconds West, a distance of 198.84 feet to an iron pin set; thence South 89 degrees 06 minutes 09 seconds West, a distance of 521.36 feet to an iron pin set; thence South 00 degrees 53 minutes 51 seconds East, a distance of 296.02 feet to a point on said South line of the Northeast Quarter of Section 17; thence South 89 degrees 19 minutes 19 seconds West on said South line a distance of 476.74 feet to the point of beginning.

Containing 2,425,250.754 square feet (55.676 acres), more or less.

PIN: 22-17.0-200-004 (Part of) and 22-17.0-200-008 (Part of)

The legal description provided above describes the real property identified as Lot 41 and Lot 35, show in green, in the below depiction.



