BOARD OF DIRECTORS MEETING
MAY 17, 2025
9:00 A.M. – ACL CLUBHOUSE, 14A157 CANYON CLUB DR, APPLE RIVER, IL 61001
& VIA ZOOM

AGENDA

1.0 CALL TO ORDER – 8:00 A.M.

2.0 EXECUTIVE SESSION – 8:00 A.M

3.0 RETURN TO OPEN SESSION – 9:00 A.M.

4.0 PLEDGE OF ALLEGIANCE

5.0 TREASURER'S REPORT

6.0 COMMITTEE/COMMISSION REPORTS

7.0 GENERAL MANAGER'S REPORT

8.0 PRESIDENT'S REPORT

9.0 ANY ADDITIONS TO THE AGENDA

10.0 CONSENT AGENDA

11.0 UNFINISHED BUSINESS
- 11.1 GREENWAY STEWARDSHIP – 2nd Reading

12.0 NEW BUSINESS
- 12.1 V. GENERAL VIOLATION FINES, BURNING/CUTTING TREES – 1ST READING
- 12.2 XX. HUNTING, DEER MANAGEMENT PROGRAM RULES AND REGULATIONS – 1st Reading
- 12.3 RECREATIONAL VEHICLE RULES & REGULATIONS UPDATES – 1st Reading
- 12.4 GREENWAY STEWARDSHIP APPLICATION APPROVAL – 8A49 CONSTITUTION DR.
- 12.5 GREENWAY STEWARDSHIP APPLICATION APPROVAL – 1A61 BLACKHAWK LN.

13.0 PROPERTY OWNER COMMENTS (3 MINUTES PER MEMBER)

14.0 ADJOURN

Apple Canyon Lake Property Owners Association
Board of Directors Meeting Minutes
April 19, 2025

UNAPPROVED

1.0 Call to Order: Meeting called to order by President Nolan Mullen at 8:03 am. Other Directors present: Bob Ballenger, Brian Holt, Mark Kosco, Deb McNamee, Mike Ward (via Zoom), Carmel Cottrell (via Zoom), Laura Pratt (via Zoom). General Manager Jon Sabo also present.

2.0 Executive Session – motion to proceed to executive session made at 8:03 am by Bill Becker. Seconded by Bob Ballenger.

3.0 Return to Open Session – motion to return to open session made by Mark Kosco at 9:08 am. Seconded by Deb McNamee, motion carried unanimously.

4.0 Pledge of Allegiance – after the Pledge of Allegiance, a quorum was present with the following Directors in attendance: Nolan Mullen, Bill Becker, Bob Ballenger, Carmel Cottrell, (via Zoom), Brian Holt, Mark Kosco, Mike Ward, (via Zoom), Debra McNamee and Laura Pratt, (via Zoom). General Manager Jon Sabo was also present.

5.0 Treasurer's Report – will be in *The Apple Core*. Steve Borst, Finance Manager, reported on the 1st quarter numbers.

6.0 Committee/Commission Reports

Nominating – Mike Yorke reported we have eight candidates who want to be a part of this leadership team. Those eight candidates, as they will appear on the ballot, include: Laura Pratt, Russ Piagentini, Mark Kosco, Brett Livengood, Dave Allgood, Steve Tribbey, Arthur Duddles and Crystal Erdenberger. One week from today (4/26) is the Meet the Candidates event (9:00 am).

Golf – Anthony Frieri – wanted to thank Ed for all of the work in the off season – fantastic job. Annual course cleanup day is May 5th. Big Cup in July and two (2) night golf events this year due to popular demand.

Conservation – Pam Opyd – Greenway application, we have addressed all of the attorney comments – ready to go. Two applications – excited to have this new program go through the system. Cracking down on mowing through the greenways. Fish stocking – first night survey on April 13. Watershed – working on goals and milestones every week. Grants – Winchester is moving right along. Ordered the signs and equipment. Bluebird houses – 26 houses and all are adopted. Earth Day clean up is next Saturday (4/26). Started a budget sub-committee.

Maintenance – Carmel Cottrell – will meet for the first time this year on Tuesday.

7.0 General Manager's Report – Jon Sabo reported that there have been interesting rumors about golf carts no longer being allowed on our trails. Our insurance company indicated they would not insure our trails next year. Will be meeting with the senior underwriter. Why? Last year we went to bid and went to 8 companies and 7 said they would not insure us because of our trails. Their concern – a minor operating a vehicle on the trail and becomes injured – the minor has four years to decide to sue. Could mean six years of unknown liability. We do have a strong waiver but may have to make some changes. Will communicate our outcome, more to come on that. Other updates: amazing photos from fish shocking. We will be posting videos and pictures. Health of the fish, size of the fish and diversity of sizes was amazing.

8.0 President's Report – will be in *The Apple Core*.

9.0 Any Additions to the Agenda – Brian Holt motioned "to add 12.9, John Deere Charge Pump and Braking System. Seconded by Mark Kosco, motion carried unanimously.

10.0 Consent Agenda – Bob Ballenger motioned "to approve the consent agenda." Seconded by Deb McNamee. Bill Becker asked to remove the minutes from the consent agenda. Bob Ballenger

motioned "to approve the March 15, 2025, Board of Directors Meeting minutes." Seconded by Deb McNamee. Motion carried with Bill Becker and Deb McNamee abstaining. Mark Kosco motioned "to approve designated fund purchases and committee/commission changes." Seconded by Bill Becker, motion carried unanimously.

11.0 Unfinished Business

11.1 SLRP Commission – Process Improvement – 2nd Reading - Discussion: providing a little more detail around the workshop. Asking for a commitment on the part of the board to adopt the new format document as well as the process. Katie Beals, member of the commission, read the charter for the commission. Asking for more input in the workshop this fall; and a survey to the membership to get additional information and feedback. Two things asking the board is to approve the format change and, in the fall, bring a group of concerned citizens to have a workshop. Deb McNamee motioned "to approve the format change and to solicit input for Vision, Long Range Goals, and Strategy from key stakeholders in late summer/fall 2025 for 2026." Seconded by Mark Kosco, motion carried unanimously.

12.0 New Business

12.1 Food Truck Vendors - Mark Kosco motioned "to approve Mario Pulido, Pulido's Taco, Concession Agreement." Seconded by Bill Becker, motion carried unanimously.

12.2 Chris Cakes Contract - Mark Kosco motioned "to approve the Chris Cakes Contract." Seconded by Bill Becker, motion carried unanimously.

12.5 Fireworks Contract - Mark Kosco motioned "to approve the Mad Bomber Fireworks Productions Contract." Seconded by Bob Ballenger, motion carried unanimously.

12.6 McCloud Aquatics ZM Proposal – Carmel Cottrell motioned "to approve the McCloud Aquatics Proposal, including EarthTec QZ treatments." Seconded by Deb McNamee. Discussion: question on three treatments – may not need three treatments. If we do not need a third treatment, the cost will be less. Planning to start next week on lake treatments. We already have live cages – could save that amount of money. Jon Sabo – premise is not to be duplicative. We can eliminate that – do not need new cages and new plates. Al Zobjeck – we need more than two totes for the entire lake treatment, including Nixon Beach and the Marina. Plates – were built by Joe Rush in 2023 ($12,000). 15-20 built, we have eight available and we will give those plates to McCloud for long-term monitoring throughout the year. Pull out at end of year (about 100 days). Document that information. Short term information is the cages – give McCloud what we have. For the plates, the information is in a spreadsheet in September. Cages – we looked in each cage. We kept some data and that would go to McCloud to populate. Do we have any data from last year? Would have to look at last year's information. Tyler does populate this information for us. We are never going to get rid of the treatment process. Our fish are doing extremely well. If we change that, our fishery could take a drastic hit. Mark Kosco - concerned on costs down the road. Jon will work with McCloud on using our equipment. Motion carried with Mark Kosco voting nay.

12.7 McCloud Aquatics Lake Contract – Deb McNamee motioned "to approve the McCloud Aquatics Lake Contract." Seconded by Bill Becker. Discussion: delicate balance of maintaining a healthy weed population in the lake. Likely to do more strategic cutting in certain areas. McCloud has been given directive to make sure the beach area, the swim area, is sterile, but everywhere else you will see more native healthy plants growing. Weed harvester - unit was repowered and Tyler is interested in using this strategically – we also have a secondary employee to run this. Weed harvester is a tool we do need. We are trying to control the curly leaf. McCloud will find this species and plan accordingly. Will continue to work on reducing the phosphorus into the lake. EPA grant was phosphorus mitigation. Motion carried unanimously.

12.9 John Deer Charge Pump and Braking System Repair – Mark Kosco motioned "to utilize $14,500.00 from the Reserve Fund to accommodate the charge pump and braking system rebuild

on the John Deere excavator." Seconded by Bill Becker. Discussion: how many more years will we get out of this? Shooting for 30-35 life, so close to 10 years. New would be $139,000. Bill Becker – concern with the bid – nothing in here to inspect main hydraulic pump. While this is split apart, this should be checked. Jon Sabo – something we can communicate on. Amend to add another $2,500 just in case. Bob Ballenger motioned "to add $2,500 for a total of $17,000." Seconded by Deb McNamee. Warranty work? Warranty does not exist, but we do have a warranty against factory defect. Motion carried for the amended motion unanimously. Motion to spend up to $17,000 from Reserve funds to accommodate the charge pump and braking system rebuild on the John Deere excavator." Motion carried unanimously.

12.8 Wake Boats - Bob Ballenger motioned "to suspend Robert's Rule of Order." Seconded by Bill Becker. Discussion: Laura Pratt – there is no data to tell us how many wake boats we have registered here. Type of boat is not recorded in the system right now. Two things we can look at – 1) increase the distance from the shore (no wake zone), anything over 100 feet would help; 2) maybe we should start recording the type of boats being registered. Look at suspending any future wake boats. This was brought up at the annual meeting last year. Shoreline erosion and safety concerns. Ideal shoreline for wake boats is 600 feet from the shoreline. Wisconsin and Minnesota has banned wake boats on most of their lakes. Maybe we need to look into this. Jon Sabo – we can easily add the type of boat with NorthStar. Mike Ward – some of these wake boats are not used as a wake boat. Have to be careful – we could register a boat that could be a wake boat but is not being used as a wake boat. Brian Holt – wouldn't ban outright but say they could not be operated as a wake boat. Carmel Cottrell– all association docks on the main lake, when a wake boat goes by they all get damaged. We are doing damage to our own docks by allowing these. Send to Rules & Regulations for further discussion. We will start collecting data on the boats being registered as well. Have we heard anything from our insurance companies on this? Motion to reinstate Roberts Rule of Order by Bob Ballenger, seconded by Bill Becker. Motion carried unanimously.

13.0 Property Owner Comments

Steve Tribbey, 12-143 – wake boats – our dock gets beat up over the summer. Wake boats are a big issue we need to address.

Pam Opyd, 05-037 – swam on private docks on the main shoreline – buoys are set so far away – think about adding a couple more buoys. We have volunteers doing Memorial Day tribute – hope all can join us. Historic items – owner of the lake said she would give these items to us if we displayed them. Would like to purchase an easel of some sort to display our history. Would digitize them as well but we want people to look at them and enjoy them. Cost would be less than $1,000. Appreciate the board's support with this

Dr. Joe Jenkins, 02-005 – member of the hearing-impaired community. Cannot hear at this board meeting. Want to be more involved, but can't because he cannot hear. Something that can help with this?

Roger VanDerLeest, 15-003 – problem with trash along the road. Maintenance can't seem to stop to pick this up. Want to keep this lake looking good.

Gary Hannon, 08-239– #1 - on behalf of the Sport Complex commission – we want to thank the Foundation for the six trees recently planted. Also, thank you to the Recreation commission. #2 - fish shocking – new company this year. Thanks to Joe Rush for creating the fishery we do have. Didn't happen overnight. Hopefully the new company will be as successful. Would like more clarification on their scope of work. #3 - Zebra mussels – Conservation commission is based on scientific research data. We need data. Biologists agree that mussels have a cycle. We will be spending more and more. Conservation commission is a great commission – would be wonderful if we were kept in the loop with everything that involves the lake. We haven't seen anything on zebra mussels or the McCloud proposal. Keep us in the loop, including Tyler's data.

LeAnn Kileen, 12-062 – follow-up on picnic table discussion. After the meeting she gathered more information. Picnic tables were not in the original cost of the pavilion. Campground Pavilion Commission donated 12,700 to the Memorial Pavilion. 10,000 to the pavilion and 2,700 for picnic tables which was voted by the board in 2023. Added to agenda in October 24 – not supposed to be voting on the agenda item that was added that day. Pavilion ladies came to them for their picnic tables they bought for Recreation. Carmel posted on FB on 2/12 that they were putting in more pavers – asked her how much they made so far – great question – enough to complete project, etc. All she wanted was how much they made on the pavers.
Carmel Cottrell – concerned about the esthetic entrance. Announce the pickle ball tournament is set for August 9. New more teams – check out Facebook and *the Apple Core*
Steve Nelson – wake boat – serious about water quality and safety. We do not have room for wake boats operating as wake boats. Maybe saying they cannot be operated as wake boat. Not safe to go on the dock.
14.0 Adjourn - motion to adjourn by Bob Ballenger at 10:47 am, seconded by Mark Kosco, motion carried. Meeting is adjourned.

Recording Secretary, Rhonda Perry	President, Nolan Mullen
Corporate Secretary, Laura Pratt	Date

10.0

Memorandum

Apple Canyon Lake

To: Board of Directors

Date: May 17, 2025

From: ACLPOA

Memo: 2025-41

Topic: May Consent Agenda

Recommendation: To approve/adopt minutes from the April 19, 2025, board meeting.

To approve Candice Smith to join the Campground Commission; to approve Crystal Erdenberger to join the Strategic/Long Range Planning Commission; and to allow Darrell Carr to resign from the Golf Commission.

To approve Jay Upmann, JJ & Freddie's/Chomps Street Eats, Concession Agreement.

General Manager's Action on Behalf of Golf Commission Designated Fund Request: Notice of approval of "actual cost, up to $3,000" for Maintenance to purchase sod and grass seed from Golf Designated Fund to quickly recover sand trap removals on #1 and #9.

General Manager's Action on Behalf of Golf Commission Designated Fund Request: Notice of approval of purchase two Ranger flags (approx. $70) from Golf Designated Fund for use by Pro Shop staff/volunteers during events. Pro Shop staff do not currently have Ranger Flags.

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement") is entered into this day of MAY 2, 2025 , 2025 by and between Apple Canyon Lake Property Owners' Association., an Illinois not-for-profit corporation, having its principal office at 14A157 Canyon Club Drive, Apple River, Illinois 61001 ("Apple Canyon"), and JJ & FREDDIE'S / CHOMPS STREET EATS having its principal office at 211 W NORTH AVENUE, STOCKTON IL ("Concessionaire").

WITNESSETH:

WHEREAS, Apple Canyon is an Illinois not-for-profit corporation, subject to the terms of the Illinois General Not-for-Profit Corporation Act (805 ILCS 105/101 et. seq.) and the Illinois Common Interest Community Association Act (765 ILCS 160/1 et. seq.) that is responsible for the maintenance and administration of certain common areas and facilities for the benefit of its members;

WHEREAS, one of the common facilities under the jurisdiction of Apple Canyon is a certain Firehouse Fitness parking lot (the "Facility");

WHEREAS, Apple Canyon and Concessionaire desire that Concessionaire enter into this Agreement pursuant to which Concessionaire shall be granted the right to park a truck to sell coffee, non-alcoholic beverages and pre-made baked goods upon the Facility, or upon any other area designated by Apple Canyon's Communications and Recreation Manager, in accordance with the terms and conditions set forth below; and

WHEREAS, Concessionaire represents that it possesses the necessary qualifications to provide the services and products described herein.

NOW, THEREFORE, Apple Canyon and Concessionaire agree as follows:

ARTICLE 1: CONCESSIONAIRE RIGHTS

1.1 Sale of Products. Apple Canyon grants to Concessionaire the right to park a food truck to sell food and beverages at the facility, which shall include the right to sell lunch and dinner food, and non-alcoholic beverages. The sale of alcoholic beverages is prohibited.

1.2 Intentionally omitted.

1.3 Equipment; Signage. Concessionaire shall be solely responsible for providing all equipment and products in connection with its rights under this Agreement. All equipment shall be removed by Concessionaire at the close of each day Concessionaire is upon the Facility. Any repairs necessary to Concessionaire's equipment shall be performed by Concessionaire at its sole expense. Concessionaire shall provide, at its own cost, all equipment, serving pieces, utensils, storage containers, point of sale terminals, and all other supplies and equipment necessary for the sale of all products. The style, size,

form, content, materials and location of all signs and advertising used by Concessionaire at the Facility shall be subject to the prior written approval of Apple Canyon.

1.4 Facility Alterations. No modifications or alterations to the Facility may be made by Concessionaire.

ARTICLE 2: COMPLIANCE WITH LAWS

Concessionaire shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to its operations. Concessionaire shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder.

ARTICLE 3: CLEANING RESPONSIBILITIES/TRASH REMOVAL

Concessionaire shall be responsible for maintaining a high standard of service, hygiene, cleanliness and sanitation in the Facility and the immediately surrounding areas. Concessionaire shall be responsible for trash and garbage removal.

ARTICLE 4: INVENTORY

Concessionaire shall be responsible for maintaining sufficient inventory to meet anticipated demand. Concessionaire shall be solely responsible for ordering and transporting products to and from the Facility. All products shall be of a high quality.

ARTICLE 5: PERSONNEL; INDEPENDENT CONTRACTOR

5.1 Concessionaire's Personnel. Concessionaire will maintain a staff of its employees on duty at the Facility at a level and in a manner consistent with the operating standards required by Apple Canyon. Concessionaire's employees shall be employed by Concessionaire, and not Apple Canyon, for all purposes hereunder. Concessionaire and its management, supervisors and employees must behave in a professional manner at all times while in or around the Facility. No smoking is permitted at the Facility, unless specifically permitted by Apple Canyon. Concessionaire agrees that it will comply with all of Apple Canyon's rules, policies and procedures. Apple Canyon reserves the right to ban any Concessionaire's employee(s) from the Facility, in its sole discretion. Concessionaire hereby agrees that it will inform its employees that they must abide by Apple Canyon's policies and procedures.

5.2 Independent Contractors. Concessionaire shall be an independent contractor of Apple Canyon and not a joint venture, partner, agent or employee of Apple Canyon. Concessionaire, and not Apple Canyon, shall be responsible for the payment of all wages, payroll taxes, fringe benefits and severance for its employees. Concessionaire shall indemnify Apple Canyon and all of its officers, directors, members, employees, agents and representatives against any and all liability which may be asserted against them in connection with this Agreement and Concessionaire's performance hereunder.

5.3 Representations. Concessionaire hereby warrants and represents that it shall comply with all federal, state and wage and hour law requirements and obligations. Concessionaire hereby warrants and represents that it is solely responsible for the following: (i) paying its employees at least the applicable minimum wage; (ii) withholding all applicable taxes for its employees; (iii) providing unemployment and workers' compensation coverage for its employees; (iv) keeping all required record keeping documents pertaining to its employees; and (v) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms.

ARTICLE 6: HOURS OF OPERATION

The Facility shall be open for business and able to serve customers, with Apple Canyon approval, as follows:

A. The Facility shall be open for business and able to serve customers, with Apple Canyon approval, as per Addendum A attached to this agreement for 2025.

B. The Facility may be open for additional dates, subject to the approval of Apple Canyon's Board of Directors or the General Manager

C. The Facility may be open for events and activities, beyond those described in 6(A)and 6(B), subject to the approval of Apple Canyon's Communications and Recreation Manager.

ARTICLE 7: FINANCIAL ARRANGEMENTS

The Concessionaire shall pay Apple Canyon $25.00 per weekend. Payment shall be made each weekend. Concessionaire shall be considered to have been open for business and able to serve customers on any given weekend if it is open for at least a total of 2 hours during the weekend.

ARTICLE 8: REIMBURSEMENT OF ADDITIONAL SUMS/UTILITIES

8.1 If Apple Canyon has paid any sums or has incurred any expense for which Concessionaire agreed to pay Apple Canyon, or if Apple Canyon is required to pay any sums or incurs any expense arising from this Agreement or arising from the failure or neglect of Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, such amounts shall be deemed additional payments due hereunder; and Concessionaire shall reimburse Apple Canyon for the amount(s) thereof within ten (10) days following such demand(s).

8.2 Concessionaire shall be responsible and shall pay 100% of all costs related to its use of the Facility. Apple Canyon is not providing any electricity or any other utility services for Concessionaire. Concessionaire shall be solely responsible for procuring and paying for all electricity and other utility costs and expenses related to its use of the Facility.

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.1 Insurance: Concessionaire shall procure, and shall maintain in full force and effect at all times during the term of this agreement, insurance against risks as is customarily carried with respect to properties similar to the Facility, paying as the same become due all premiums thereof, including, without limitation:

(A) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than $500,000.00 each accident, $500,000.00 disease-policy limit, and $500,000.00 disease-each employee.

(B) Commercial General Liability coverage including Products-Completed Operations coverage, Personal Injury Liability and Advertising Liability. The policy shall afford protection on a combined single limit of not less than $1 million per occurrence. The general aggregate shall have a limit of not less than $1 million and the Products Liability aggregate shall not be less than $1 million.

(C) Business Automobile Liability coverage with a combined single limit of not less than $1 million.

(D) Apple Canyon, its officers, directors, mangers, agents and members shall name as additional insured with respect to Employers' Liability coverage, Commercial General Liability coverage and Business Automobile coverage.

(E) Upon execution of this agreement, Concessionaire shall deliver a Certificate of Insurance to Apple Canyon evidencing the required insurance coverages, which shall all include Apple Canyon's interest as an additional insured prior to opening for business. All coverages are subject to Apple Canyon's review and approval, which shall not unreasonably be withheld.

9.2 Indemnification. Concessionaire hereby agrees to indemnify, defend, protect and forever hold Apple Canyon and all of its, officers, directors, members, employees, agents and representatives harmless from any and all acts, claims, liabilities, demands, litigation, actions, lawsuit and other proceedings, judgments, awards, taxes, costs, losses, penalties, fees and expenses (including, but not limited to, attorneys' fees) and liabilities, arising by reason of, or in any way related to, (i) Concessionaire's activities or services at the Facility, (ii) any condition in or upon or any occurrences in or upon the Facility, (iii) for damage to any property or persons (including, but not limited to, injury or death) arising by reason of any of the foregoing and (iv) for any and all tax liability arising from the Concessionaire's activities at the Facility, including, but not limited to, all retail

sales taxes and other direct taxes imposed upon receipts collected from consumers or imposed on any amounts related to Concessionaire's use of the Facility.

ARTICLE 10: TERM; TERMINATION; LIQUIDATED DAMAGES

10.1 Term. The term of this Agreement (the "Term") shall commence March 31, 2025 and shall terminate on December 31, 2025. The parties may, but are not obligated, agree to extend the Agreement beyond the initial Term. Any such extension of the Term shall be in writing, executed by both parties hereto.

10.2 Early Termination. Apple Canyon may, in its sole discretion, terminate this Agreement prior to the expiration of the Term by giving five (5) days' advance written notice to Concessionaire. Apple Canyon may terminate this Agreement for no reason or any reason, including convenience. Concessionaire shall permit Apple Canyon to monitor the quality and control level of services provided by Concessionaire. If Apple Canyon determines that any aspect of Concessionaire's services do not meet Apple Canyon's quality or service standards, Apple Canyon shall be entitled to immediately terminate this Agreement.

ARTICLE 11: ASSIGNMENT

This Agreement shall not be assigned by either party.

ARTICLE 12: NO GUARANTEES; LIMITATION OF LIABILITY

12.1 No Guarantees. Concessionaire acknowledges that Apple Canyon has made no guarantees with respect to the level of revenue or profitability of the Facility.

12.2 Limitation of Liability. Concessionaire hereby agrees that in all events, regardless of the nature of the claim or dispute, the maximum liability that Apple Canyon shall have to Concessionaire under this Agreement, shall be limited to the total sums paid to Apple Canyon in a single calendar year, and as described in Article 7. Notwithstanding anything in this Agreement to the contrary, Concessionaire shall not be entitled to seek, claim or collect damages in excess of the actual and direct damages actually incurred or sustained as a result of a breach or violation of this Agreement. Accordingly, Concessionaire hereby expressly waives any right to seek, claim or collect any punitive, indirect, special, speculative or consequential damages in connection with, or related to, a breach or violation of this or any other agreement entered into between the parties (or their respective affiliated or related entities) to this Agreement.

ARTICLE 13: MISCELLANEOUS

This Agreement contains the entire understanding between the parties and may not be amended other than by a written instrument executed by both parties. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Facility is located. Furthermore, the parties consent that the courts located in the county and state in which the Facility is located shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either

party, to enforce any right or obligation under this Agreement.

ARTICLE 14: PREVAILING PARTY

In the case of the failure of either party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges and expenses of such collection or other enforcement of rights in any suit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Agreement, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives the day and year first set forth above.

APPLE CANYON LAKE PROPERTY.,
OWNERS' ASSOCIATION,
an Illinois not-for-profit corporation

By: Melissa Medler

Name: Melissa Medler

Its: Communication & Recreation Manager

Concessionaire

By: Jay Upm Signed at: 2025-05-07 15:40:08

Name: JAY UPMANN

Its: OWNER

EXHIBIT "A"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bauer-McCoy Insurance Agency
200 N. Main St.
Stockton, IL 61085

CONTACT NAME: TIM TIMPE
PHONE (A/C, No, Ext): (815) 947-3316 FAX (A/C, No): (815) 947-3282
E-MAIL ADDRESS: tim@bauermccoy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Grinnell Mutual Reinsurance	14117
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CHOMPS STREET EATS LLC
11447 S KATZENBERGER RD
MT CARROLL, IL 61053

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			0001095792	06/14/2024	06/14/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			0001095792	06/14/2024	06/14/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date 5/24/2025

CERTIFICATE HOLDER

Apple Canyon Lake Property Owners Association
14A157 Canyon Club Drive
Apple River IL 61001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bauer-McCoy Insurance Agency
200 N. Main St.
Stockton, IL 61085

CONTACT NAME: TIM TIMPE
PHONE (A/C, No, Ext): (815) 947-3316 FAX (A/C, No): (815) 947-3282
E-MAIL ADDRESS: tim@bauermccoy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Grinnell Mutual Reinsurance	14117
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CHOMPS STREET EATS LLC
11447 S KATZENBERGER RD
MT CARROLL, IL 61053

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			0001095792	06/14/2025	06/14/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			0001095792	06/14/2025	06/14/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date 8/31/2025

CERTIFICATE HOLDER

Apple Canyon Lake Property Owners Association
14A157 Canyon Club Drive
Apple River IL 61001

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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11.1

Memorandum

Apple Canyon Lake

To: Board of Directors **Date:** May 17, 2025

From: Conservation Commission

Memo: 2024-37

Topic: Greenway Stewardship Application Revision – 2nd Reading

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Issue: The program is in place to address the years of neglect within our greenways; however, some property owners are abusing the program with the intention of expanding their view of the lake and there is no clear enforcement process in place to address violations. Also, there are rules and regulations that pertain to greenways that are in conflict with the Greenway Stewardship Program.

Recommendation: The Conservation Commission has worked diligently with several Board members to revise the Greenway Stewardship Application to add additional controls for what can and cannot be removed and the trees that need to be preserved. The penalties in the form of fines and restoration for not adhering to the approved applications have also been increased and described in greater detail. We are recommending that the revised application and waivers be approved so the program can proceed.

We have provided draft non-conformance letters for noted violations as well as a draft letter to send to all property owners reminding them of our rules and regulations as they pertain to the Greenway. The 1st, 2nd and 3rd notices were revised to incorporate comments from the Association lawyer. We are recommending that the General Manager and Board review and finalize these draft letters as soon as possible.

As a Commission, we cannot address the enforcement issue but urge the General Manager and Board to develop a detailed process so that these violations can be addressed and deter others from overstepping their work within our Greenways.

Application - Final

Apple Canyon Lake
PROPERTY OWNERS' ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

ACLPOA Greenway Stewardship Program Overview and Agreement

Revised 4/2025

A healthy natural greenway system is a vital component linked to the health and beauty of Apple Canyon Lake (ACL). It also supports the charming rural image we strive to maintain. The purpose of this Greenway Stewardship Program (the Program) is to encourage ACL property owners to adopt a greenway area and to restore the native vegetation in that area. As ACL has grown, many of these areas lacked active management which has resulted in overgrowth. Non-native and invasive plants have also taken hold in many of these areas. Removing this growth will allow native vegetation to again establish itself in these areas. The Program was and is designed to protect and establish, or restore, the ecological health and beauty of the greenways while providing the applicant, other property owners, and guests with a beautifully enhanced ecological, biodiversified, natural, native view of the area they are stewarding.

GOALS

1. To encourage preservation, restoration, and enhancement of ACL's greenway areas.
2. To protect the lake and its surrounding woodlands via ecological restoration, the removal of invasive plants and replacing those with native plants.
3. To recommend a maintenance program for the continued care of the greenway areas at ACL.

PROCEDURES

1. ACL property owner (Applicant) obtains a Program agreement from the ACL website or from the ACL office. The Applicant completes the first three pages of the agreement and submits it to the General Manager (GM) or their designee.

2. The GM or their designee will review the proposed Agreement and add it to the Program tracking form. They will then notify the Conservation Commission (CC) Chair of the Applicant and the lot number on the Agreement. The GM or their designee will scan a copy of the Agreement for the Program files, and forward it to the Natural Resources Manager (NRM) or their designee. If the subject greenway is within the 50ft shoreline buffer zone, they will notify the Architectural and Environmental Control Committee (AECC) for review and if required, its approval. If AECC approval is required, the approval shall be obtained prior to Step 5.

3. The NRM or designee and two CC volunteers will review the Agreement and visit the site. If any changes are recommended, the changes will be noted on the fourth page of the Agreement. The Applicant must be advised of any recommended changes to the Agreement. The NRM or their designee will prepare a brief report of their impressions. The report must include a map or diagram of the site indicating all trees that are 3" or larger in diameter; the size and type of each tree that will be preserved and which trees if any, may be trimmed, and what size and types of trees will be replanted. A copy of this map or diagram must be attached to the original application.

4. The CC, at its next scheduled meeting, will review the Agreement and any recommendations noted on page 4 of the application. The CC will then accept or reject the Agreement and the CC Chair or Vice Chair will notify the Applicant. In signing the Agreement, the Applicant acknowledges and agrees to any changes noted on page 4.

5. The signed Agreement will then be sent to the GM for review and submission to the ACL Board of Directors (Board) for final approval.

To ensure effective implementation of the Program's applications, each applicant must understand and acknowledge the following:

- All Program activities must follow the approved plan.
- The GM, CC, NRM, or their designee(s) will review the site at various times throughout and until completion of the project.
- The Applicant may contact either the CC Chair or the NRM or their designee if there are questions or problems as the Applicant proceeds.

Greenway Stewardship Applicant Agreement

Applicant Name: _____

Lot Address: _____

Mailing Address

_____

Primary Telephone # _____ Email: _____

• Preferred contact (circle one). Email Phone

1. Site location (include drawing, pictures, or map).
   - Is the site located within the 50ft shoreline buffer zone? Yes No
     (if yes, AECC approval is required.)

2. Plan for restoring the site.
   a. Summary of invasive plants, bushes, shrubs and trees Applicant would like to remove.
   b. Types of trees and shrubs to be **removed**
      -Tree/amount- (example: boxelder/5, black locust/4, cedar/3)

      -Shrubs- (example: honeysuckle, multiflora rose)

   c. Trees to be planted. The Applicant may ask to plant more trees if desired, but planting must be approved by the CC.

      -Please list trees to be **planted**. (example: white oak/2, shagbark hickory/1) See attached list of recommend tree species. If you wish to deviate from the

approved tree list, the requested tree species need to be approved by CC and or the NRM or their designee.

d. What planting will take place to restore the site? Must plant native forest or prairie seeds depending on the area. See attached list of approved plant species. If you wish to deviate from the approved planting list, the plantings need to be approved by CC and or the NRM or their designee. AECC prohibits the use of plastic netting for seed covers.

ALL TRIMMING OF TREES AND REMOVAL OF TREES, PLANTS, SHRUBS, AND BUSHES WILL BE REVIEWED BY THE CC, NRM OR DESIGNEE. ALL TREES (3" IN DIAMETER OR LARGER) WILL BE MAPPED, MEASURED AND IDENTIFIED. THE NRM OR DESIGNEE WILL TAG TREES TO BE PRESERVED AND INDICATE TREES TO BE REPLACED OR TRIMMED, AND MAKE ANY CHANGES DEEMED NECESSARY TO THE APPLICANT'S PLAN.

Work to be done by (circle one): Homeowner Contractor

Applicant acknowledges and agrees that other than the Applicant specifically named in the Application, no individual or entity may perform any portion of the work in the greenway area as outlined in the Application without a written contract in place between such individual/entity and the Applicant.

Applicant further acknowledges and agrees that under no circumstances will any portion of the work be performed in the greenway by any individual or individuals under the age of 18.

Contractor name and number: _____

1. Maintenance plan

   a. Weeding, trimming or watering as needed.
      No spraying unless approved by ACL staff.
      No spraying native plants, only invasives.

2. The Applicant must notify the GM via email 24 hrs. prior to start of the project at greenways@applecanyonlake.org.

Deviations from the approved Agreement: The Applicant acknowledges that any deviation from the approved Agreement will result in a fine. A summary of the trees that were

removed and-or trimmed without approval, and what restoration will be required, will be provided to the Applicant for their immediate action. Additionally, a fine of $10,000 will be assessed for each tree that was cut down or trimmed without approval. The fine, payable to ACL, will be due no later than ten (10) days after notification via USPS mail and certified mail unless a hearing to contest the fine is requested; the fine will escalate at a rate of 5% per day thereafter. Fines in excess of $12,500 will result in a lien filed against the Applicant's property and will remain until such time the fine is paid in full and the prescribed restoration is completed. All attorney fees and costs incurred by ACL in relation to any deviation from the approved Agreement will be charged to and be the responsibility of the Applicant.

Applicant agrees to provide the following to ACL either with the initial submission of the Application, if available, or, if not available at the time of initial submission, then prior to performing any work in any greenway area if the Application is approved by the appropriate ACL representatives:

1. A fully executed Volunteer Activities Release, Indemnification and Hold Harmless Agreement.

2. A fully executed Greenway Volunteer Release and Waiver of Liability.

3. A fully executed copy of all contracts entered into by Applicant with any individual or entity to perform any portion of the work in the greenway area as outlined in the Application. All contractors/individuals/entities engaged by the Applicant to perform any portion of the work in the greenway area must acknowledge, in writing, that they are being engaged solely by Applicant in Applicant's personal capacity and not by ACL and such contractors/individuals/entities shall further agree, in writing in a form satisfactory to ACL, to waive all lien rights related to any property owned by ACL, including but not limited to any mechanics' lien rights.

4. A copy of the insurance documentation for any individual or entity hired or engaged by Applicant to perform any portion of the work in the greenway area as outlined in the Application. Such insurance documentation shall name ACL as an additional insured and provide coverage for the work to be performed in the greenway area as outlined in the Application.

Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot_____

1. _____

2. _____

3. _____

4. _____

5. _____

Signature of Applicant Date

_____ _____

ACL Natural Resources Manager Date

_____ _____

Conservation Commission member Date

_____ _____

Conservation Commission member Date

_____ _____

Signature of AECC member Date:
(If within 50ft buffer zone)

_____ _____

Committee/Commission Actions-

Conservation Commission action: Approved Disapproved

Date:_____

Signature of Conservation Commission Chairperson

_____

AECC action: Approved Disapproved

Date: _____

Signature of AECC Chairperson

_____

ACL General Manager action: Approved Disapproved

Date: _____

ACL General Manager Signature

_____

Board of Directors: Approved Disapproved

Date: _____

APPLE CANYON LAKE GREENWAY STEWARDSHIP ADMINISTRATION PROCEDURES

1. The Apple Canyon Lake (ACL) property owner (Applicant) obtains a Greenway Stewardship Program (the Program) agreement from the ACL website or from the ACL office. The Applicant completes pages 1 through 3 and submits it to the General Manager (GM) or their designee.

2. The GM or designee will review the Agreement and add it to the Program tracking form. They will then notify the Conservation Commission (CC) Chair of the Applicant and the lot number on the Agreement. The GM or their designee will scan a copy of the Agreement for the Program files and forward it to the Natural Resources Manager (NRM) or their designee and the CC chair. If the subject greenway is within the 50ft shoreline buffer zone, they will also notify the Architectural and Environmental Control Committee (AECC) for review and if required, approval. If AECC approval is required, the approval shall be obtained prior to step 5.

3. The NRM or their designee and two CC volunteers will review the application and visit the site. If any changes are recommended, the changes will be noted on the fourth page of the Agreement. The Applicant must be advised of any recommended changes to the application. The NRM or their designee will prepare a brief report of their impressions. The report must include a map or diagram of the site indicating all trees that are 3" in diameter or larger, the size and type of each tree that will be preserved and which trees if any, may be trimmed, and what size and types of trees will be planted. A copy of this map or diagram must be attached to the original application

4. The CC, at its next scheduled meeting, will review the application, and recommend any changes noted on page 4. The CC will then accept or reject the application and the CC Chair or Vice Chair will notify the Applicant. In signing the Agreement, the Applicant acknowledges and agrees to any changes noted on page 4.

5. The signed Agreement will then be sent to the GM for review and submission to the ACL Board of Directors (Board) for final approval.

6. The Applicant will be given a copy of the entire completed and signed Agreement for their records and reference. The original executed Agreement will be filed in the CC Greenway Stewardship binder and scanned for the Program files.

7. The GM or their designee will update the Program tracking form with information provided by the CC. CC volunteers assigned to an application will monitor the work one month from the start date, then at least twice a year thereafter or until the Applicant has completed the work outlined on the application.

8. The CC will notify the GM or their designee annually of Agreement completions and determine if the Applicant is maintaining the site.

9. Deviations from the approved Agreement: If the GM or their designee become aware of any deviations to the approved Agreement, the GM or their designee will conduct an analysis of any deviation from the approved Agreement and determine whether or not a fine will be levied against the Applicant.

SPECIAL CONCERNS/CONSIDERATIONS

1. **Fifty-foot buffer zone at lake front**: As noted in the ACL Building and Environmental Code as amended "The shoreline buffer zone is an area 50 feet measured horizontally from the shoreline, to be left as is, or restored to native vegetation as much as practical." It is important to protect the lake from run-off and the shoreline from erosion using a cover crop of approved native foliage, deep-rooted grasses, shrubs, or bushes.
2. **Applying for a Stewardship project on land that is not contiguous to Applicant's lot:** An Applicant may apply to adopt any greenway area, but property owners whose lots front the area in question will be notified by the GM or their designee. The letter will give a brief description of the area in question and the work to be done. If there are any objections, the GM or their designee will request the CC chair to review the objections, attempt to negotiate a compromise, if possible, and draft a response for the GM or their designee.
3. **Applying for a Stewardship project on land that is contiguous to Applicant's lot:** A letter will be sent by the GM or their designee to notify contiguous property owners of the planned project. The letter will give a brief description of the area in question and the work to be done. If there are any objections, the GM or their designee will request the CC chair to review the objections, attempt to negotiate a compromise, if possible, and draft a response for the GM or their designee.
4. **Survey requirement**: If a survey is required to determine the boundaries of a project space, it will be done at the Applicant's expense.
5. **New property owners**: When a property is sold and the new owners wish to continue to maintain a Greenway Stewardship project associated with their property, they must submit a new application before continuing work on the existing project or adding to the scope of the original project.
6. **Un-started projects**: If after one year from date of approval no work has been started on the project, the Agreement will be marked voided and the Applicant will be required to submit a new Greenway Stewardship Application Agreement before starting any work, unless the Applicant has requested an extension.
7. **Unfinished projects**: If after one year no significant work has been accomplished on the project, the Agreement may be voided, unless the Applicant requests an extension.
8. **Brush pile burns vs. prescribed burning**: Applicants may pile and burn the invasive species removed from an area. A prescribed burn, such as those used to maintain native prairies, must be prepared by the NRM and approved by the GM or designee. The approved burn plan must be performed by ACL staff with burn plan knowledge or by an insured company approved by the GM or designee and experienced in this type of work.

Apple Canyon Lake Greenway Stewardship Suggested Plants

NATIVE TREES COMMON TO ACL

ACL Tree Management Levels to promote a healthy ecosystem.

(trees not listed in fire tolerance levels)

Level 1 — Keystone tree(s)

White Oak

Level 2 — Benificial tree(s)

Shagbark Hickory
Hop Hornbeam
Burr Oak
Chinkapin Oak
Black Oak

Level 3 — Niche tree(s)

Red Oak
Bitternut Hickory
Musclewood
Black Cherry
Hills Oak

Level 4 — Dense Shade tree(s)

Basswood
Sugar Maple

Level 5 — Less Desirable tree(s)

Hackberry
Black Walnut
E. Red Cedar
Box elder
Black Locust
White Mulberry

Food source
Habitat

Promote tree growth.

Thin tree growth.

Heavy Competition
Dense Shade

*Sites will vary depending on what is already established and variety of trees present. Light to heavy thinning of all trees can take place to allow more native plants and desirable trees to establish. Healthier trees will be prioritized as well.

*Chart was created with consultation of local biologist/ecologists.

Revised 4/2025

Preferred Prairie Grasses: (If greenway is adjacent to the lake and tree canopy is open enough, must plant tall grass prairie mix to help with erosion control.)

-Big bluestem
-Little bluestem
-Tall dropseed-
-Bottlebrush Grass
-Side oats grama*
-Prairie brome
-Prairie Cordgrass
-Hairy Woodland Brome
-Indian grass
-Canadian wild rye*

*Indicates use for cover crop

Native Prairie Herbaceous Plants:

Aromatic Aster (Symphyotrichum oblongifolium)
Brown Eyed Susan (Rudbeckia hirta)
Canada Milkvetch (Astragalus canadensis)
Common Milkweed (asclepias syriaca)
Compass Plant (Silphium laciniatum)
Cutleaf Coneflower (Rudbeckia laciniata)
Early Goldenrod (Solidago juncea)
False Boneset (Brickellia eupatorioides)
False Indigo (Amorpha fruticosa)
Foxglove Penstemon (Penstemon digitalis)
Golden Alexanders (Zizia aurea)
Grey Headed Coneflower (Ratibida pinnata)
Heath Aster (Symphyotrichum ericoides)
Hoary Vervain (verbena stricta)
Lead plant (Amorpha canescens)
Monkeyflower (Mimulus ringens)
Mountain Mint (Pycnanthemum virginianum)
New England Aster (Symphyotrichum novae-angliae)
Prairie Coreopsis (Coreopsis palmata)
Purple Coneflower (Echinacea purpurea)
Purple Prairie Clover (Dalea purpurea)
Rattlesnake Master (Eryngium yuccifolium)
Rough Blazingstar (Liatris aspera)
Shorts Aster (Symphyotrichum shortii)
Smooth Blue Aster (Symphyotrichum laeve)
Smooth Ironweed (Vernonia fasciculata)
Stiff Gentian (Gentianella quinquefolia)
Stiff Goldenrod (Oligoneuron rigidum)
Tall Anemone (Anemone virginiana)
Wild Hyacinth (Camassia scilloides)
Wild Geranium (Geranium maculatum)

Native Forest Herbaceous Plants: (Plant if tree canopy is **mostly closed**.)

American bellflower Campanula americana
American Ginseng (Panax quinquefolius)
American Hops (Humulus lupulus) - woodland edges
Anise root Osmorhiza longistylis
Bishop's Cap (Mitella diphylla)
Bloodroot (*Sanguinaria* canadensis)
Blue Cohosh (Caulophyllum thalictroides)
Canadian Wild Ginger (Asarum canadense)
Christmas Fern (Polystichum acrostichoides) ***UNCOMMON IN JO DAVIESS COUNTY
Common Black Snakeroot (Sanicula odorata)
Common Blackberrry (Rubus allegheniensis)
Common Blue Violet (Viola sororia)
Common Dogbane (Apocynum cannabinum)
Cutleaf Toothwort (Dentaria laciniata)
Drummond's Aster (Aster drummondii) – woodland edges
Dutchman's Breeches (Dicentra cucullaria)
False Solomon's Seal (Smilacina racemosa)
False Rue Anenome (Isopyrum biternatum)
Golden Alexanders (Zizia aurea) - woodland edges
Gooseberry (Ribes missouriense)
Hooked Buttercup (Ranunculus recurvatus)
Jack-In-The-Pulpet (*Arisaema triphyllum)*
Large-flowered Bellwort (Uvularia grandiflora)
Late Horse Gentian (Triosteum perfoliatum)
Maidenhair Fern (Adiantum pedatum)
Mayapple (Podophyllum peltatum)
Ostrich Fern (Matteuccia struthiopteris)
Prairie Trillium (Tritium recurvatum)
Rue Anemone (Anemonella thalictroides)
Spotted Jewelweed (Imptiens capensis)
Spring Beauty (Claytonia virginica)
Solomon's Seal (Polygonatum commutatum)
Thimbleweed (Anemone cylindrica)
Virginia Bluebells (Mertensia virginica)
Wild Leek (Allium tricoccum)
Wild Columbine (*Aquilegia canadensis*)
White Baneberry (Actaea pachypoda) - woodland edges
Wild Columbine(Aquilegia canadensis)
White Trillium (Trillium flexipes)
Wild Sasparilla (Aralia nudicaulis) ***UNCOMMON IN JO DAVIESS COUNTY
Wild White Indigo (*Baptisia leucantha*)
Woodland Knotweed (Persicaria virginiana)
Yellow Jewelweed (Impatiens pallida)

Grasses and Sedges -
Bottlebrush Grass (*Elymus hystrix*)
Common Wood Sedge (Carex blanda)

Crested Sedge (Carex cristatella)
Hairy Woodland Brome (Bromus pubescens)
Pennsylvania Sedge (Carex pensylvanica)

Native Open Forest/Savanna Herbaceous Plants: (Plant if tree canopy is **partially closed**.)

Aromatic Aster (Symphyotrichum oblongifolium)
Aster (Symphyotrichum ericoides)
Canada Milkvetch (Astragalus canadensis)
Common Blackberrry (Rubus allegheniensis)
Common Milkweed (asclepias syriaca)
Compass Plant (Silphium laciniatum)
Drummond's Aster (Aster drummondii)
False Boneset (Brickellia eupatorioides)
Foxglove Penstemon (Penstemon digitalis Tall Anemone (Anemone virginiana)
Golden Alexanders (Zizia aurea)
Gooseberry (Ribes missouriense)
Late Horse Gentian (Triosteum perfoliatum)
New England Aster (Symphyotrichum novae-angliae)
New Jersey Tea (Ceanothus americanus)
Prairie Lily (*Lilium philadelphicum*)
Prairie Phlox (Phlox pilosa)
Rattlesnake Master (Eryngium yuccifolium)
Shorts Aster (Symphyotrichum shortii)
Showy Goldenrod (Solidago speciosa)
Smooth Blue Aster (Symphyotrichum laeve)
Wild Columbine (Aquilegia canadensis)
Wild White Indigo (*Baptisia leucantha*)
Wood Betony (Pedicularis canadensis)

INVASIVE SPECIES or NON-DESIRABLES
- DO NOT PLANT

Box elder
Garlic mustard
Buckthorn
-Common
-Saw-tooth
-Dahurian
-Japanese
-Chinese
-Glossy
Oriental bittersweet
Poison hemlock
Olive
-Russian
-Autumn

Honeysuckle
-Japanese
-Amur
-Spring
-Morrow
-Tatarian
Purple loosestrife
Kudzu
Multiflora rose.
Saltcedar
Knotweed
-Japanese
-Giant
-Bohemian
-Thorny

Lesser celandine
Giant hogweed
Maple
-Sugar
-Norway
Tree of Heaven
White Mulberry
Teasel
Lawn grasses
-Kentucky blue
Reed canary grass
Burning bush
Rusty rumex
Creeping Jenny

Application 12-2024-04-2025

Apple Canyon Lake
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ACLPOA Greenway Stewardship Program Overview and ~~Application~~Agreement

Revised ~~12/2024~~4/2025

A healthy~~,~~ natural greenway system is a vital component linked to the health and beauty of Apple Canyon Lake ~~and~~(ACL). It also supports the charming rural image we strive to maintain. The purpose of this Greenway Stewardship Program (the ~~program~~Program) is to encourage ACL property owners to adopt a ~~green space~~greenway area and to restore the native vegetation in that area. ~~Since~~As ACL ~~was formed~~has grown, many of these areas ~~have~~ lacked active management ~~resulting~~which has resulted in overgrowth. Non-native and invasive plants have also ~~established themselves.~~ taken hold in many of these areas. Removing this growth will allow native vegetation to again establish itself in these areas. ~~This program is not intended to increase the size of yards or property value. It~~ The Program was and is designed to protect and establish, or restore, the ecological health and beauty of the greenways while providing the applicant, other property owners, and guests with a beautifully enhanced ecological, biodiversified, natural, native view of the area they are stewarding.

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GOALS

1. To encourage preservation, restoration, and enhancement of ACL's greenway areas.
2. To protect the lake and its surrounding woodlands ~~by~~via ecological restoration, the removal of invasive plants~~,~~ and ~~replacement of~~ replacing those with native plants.
3. To recommend a maintenance program ~~of~~for the continued care ~~for~~of the ~~greenways~~greenway areas at ACL.

PROCEDURES

1. ~~The Apple Canyon Lake (~~ACL~~) Property Owner~~ property owner (Applicant) obtains a ~~Greenway Stewardship~~ Program ~~application~~agreement from the ~~Apple Canyon Lake~~ ACL website or from the ACL office~~.~~. The Applicant completes the ~~application page,~~first three pages of the agreement and submits it to the General Manager (GM) or their designee ~~of ACLPOA.~~.

2. The ~~General Manager~~GM or their designee will review the ~~application,~~ proposed Agreement and add it to the Program tracking form~~,~~. They will then notify the Conservation Commission (CC) Chair of the ~~ACL Property Owner~~Applicant and the lot number ~~for the application,~~ on the Agreement. The GM or their designee will scan a copy of the ~~application~~Agreement for the Program files, and forward it to the Natural Resources Manager (NRM) or their designee. ~~Also,~~If the subject greenway is within the 50ft shoreline buffer zone, they will notify the ~~chairperson of AECC if within 50ft of shoreline.~~Architectural and Environmental Control Committee (AECC) for review and if required, its approval. If AECC approval is required, the approval shall be obtained prior to Step 5.

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3. The ~~Natural Resources Manager~~NRM or designee and two CC volunteers will review the ~~application,~~ Agreement and visit the site~~, and make~~. If any ~~recommended~~ changes ~~(second page of the application) to the ACL Property Owner. The Natural Resources Manager or~~are recommended, the changes will be noted on the fourth page of the Agreement. The Applicant must be advised of any recommended changes to the Agreement. The NRM or their designee will prepare a brief report of ~~his/her~~their impressions ~~including~~. The report must include a map or diagram of the site indicating all trees ~~(~~that are 3" or larger in diameter ~~or bigger).~~; the size and type of each tree ~~noting which trees~~that will be preserved and which trees if any, may be trimmed ~~(if any)~~, and what size and types of trees will be replanted ~~and attach it~~. A copy of this map or diagram must be attached to the original application. ~~An AECC member will be needed to view property if within 50ft of shoreline.~~

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~~4. The Conservation Commission will review the application and any recommendations made by the Natural Resources Manager or designee and the volunteer commission members for the site at their~~ The CC, at its next scheduled meeting~~.~~

~~5.~~4. ~~The Conservation Commission will then approve or disapprove the application and the Conservation,~~ will review the Agreement and any recommendations noted on page 4 of the application. The CC will then accept or reject the Agreement and the CC Chair or Vice Chair will notify the ~~Property Owner. The ACL Property Owner~~Applicant. In signing the Agreement, the Applicant acknowledges and agrees to any changes ~~by signing the application. The application will then be sent to the General Manager for review and approval. The AECC will need to approve if a project is within 50ft of the shoreline.~~noted on page 4.

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5. The signed Agreement will then be sent to the GM for review and submission to the ACL Board of Directors (Board) for final approval.

To ensure effective implementation of ~~Greenway Stewardship~~the Program's applications, each applicant must understand ~~that~~and acknowledge the following:

- All Program activities ~~conducted~~ must follow the approved plan.

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- ~~ACL staff must~~The GM, CC, NRM, or their designee(s) will review the site ~~during~~at various times throughout and ~~at~~until completion of the project.

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~~• Any prescribed burning must only be conducted with the direct supervision of ACL staff with the knowledge and approval of the General Manager or designee. Only ACL staff or ACL staff approved ecological~~

~~restoration burn plans performed by an insured company are allowed in greenway areas.~~

- The Applicant may contact either the CC Chair or the NRM or their designee if there are questions or problems as the Applicant proceeds.

Greenway Stewardship ~~Volunteer Application~~Applicant Agreement

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Applicant Name: _____

Lot Address: _____

_____

Mailing Address

_____

_____

Primary Telephone # _____ Email: _____

• Preferred contact (circle one). Email Phone

1. Site location (include drawing, pictures, or map).

   - Is ~~it~~the site located within the 50ft ~~of~~ shoreline buffer zone? Yes _____ No _____ _____ (if ~~within 50ft of shoreline~~yes, AECC approval is ~~needed~~required.)

2. Plan for restoring the site.

   a. Summary of invasive plants, bushes, shrubs and trees Applicant would like to remove.
   b. Types of trees and shrubs to be **removed**

      -Tree/amount- (example: boxelder/5, black locust/4, cedar/3)

      -Shrubs- (example: honeysuckle, multiflora rose)

   c. Trees to be planted. The ~~homeowner~~Applicant may ask to plant more trees if desired, but planting must be approved by the ~~commission~~CC.

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-Please list trees to be **planted**. (example: white oak/2, shagbark hickory/1) See attached list of recommend tree species. If you wish to deviate from the approved tree list, the requested tree species need to be approved by CC and or the NRM or their designee.

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d. What planting will take place to restore the site? Must plant native forest or prairie seeds depending on the area. ~~If approved, please provide receipt of seed purchased as soon as possible.~~See attached list of approved plant species. If you wish to deviate from the approved planting list, the plantings need to be approved by CC and or the NRM or their designee. AECC prohibits the use of plastic netting for seed covers.

ALL TRIMMING OF TREES AND REMOVAL OF TREES, PLANTS, SHRUBS, AND BUSHES WILL BE REVIEWED BY THE ~~CONSERVATION COMMISSION.~~CC, NRM OR DESIGNEE. ALL TREES (3" IN DIAMETER OR ~~BIGGER~~LARGER) WILL BE MAPPED, MEASURED AND IDENTIFIED. THE ~~CONSERVATION COMMISSION~~NRM OR DESIGNEE WILL TAG TREES TO BE PRESERVED AND INDICATE TREES TO BE REPLACED OR TRIMMED, AND MAKE ANY CHANGES DEEMED NECESSARY TO THE APPLICANT'S PLAN. ~~IF THE APPLICANT WISHES TO PROCEED WITH THE RECOMMENDATION FROM THE CONSERVATION COMMISSION, THE APPLICATION WILL BE SENT TO THE GENERAL MANAGER FOR APPROVAL, OR IF WITHIN THE 50-FOOT BUFFER ZONE, TO THE AECC FOR REVIEW AND APPROVAL AND THEIR RECOMMENDATION WILL BE SENT TO THE BOARD OF DIRECTORS FOR FINAL SIGNOFF.~~

Work to be done by (circle one): Homeowner Contractor

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Applicant acknowledges and agrees that other than the Applicant specifically named in the Application, no individual or entity may perform any portion of the work in the greenway area as outlined in the Application without a written contract in place between such individual/entity and the Applicant.

Applicant further acknowledges and agrees that under no circumstances will any portion of the work be performed in the greenway by any individual or individuals under the age of 18.

Contractor name and number: _____

_____

1. Maintenance plan

~~a. Fall burning is strongly recommended every two years.~~
~~(As stated above, must have ACL approval before burning.)~~

~~b.~~a. Weeding, trimming or watering as needed.
No spraying unless approved by ACL staff.
No spraying native plants, only invasives.

2. ~~Homeowner~~ The Applicant must notify ~~General Manager,~~the GM via email~~,~~ 24 hrs. ~~before~~ prior to start of the project ~~starts. May contact main office to get correct email address~~at greenways@applecanyonlake.org.

Deviations from the approved ~~Application.~~*Agreement:* The Applicant acknowledges that any deviation from the approved Agreement will result in a fine. A summary of the trees that were ~~erroneous~~ removed and-or trimmed without approval, and ~~need to be restored~~what restoration will be required, will be provided to the Applicant for their immediate action~~ and~~. Additionally, a fine of $~~2~~10,000 will be assessed for each tree that was ~~erroneous~~ cut down or trimmed~~, escalating at 10~~ without approval. The fine, payable to ACL, will be due no later than ten (10) days after notification via USPS mail and certified mail unless a hearing to contest the fine is requested; the fine will escalate at a rate of 5% per day ~~until paid, will be assessed.~~ thereafter. Fines in excess of $~~2~~12,500 will result in a lien filed against the Applicant's property and will remain until such time the fine is paid in full and the prescribed restoration is completed. All attorney fees and costs incurred by ACL in relation to any deviation from the approved Agreement will be charged to and be the responsibility of the Applicant.

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Applicant agrees to provide the following to ACL either with the initial submission of the Application, if available, or, if not available at the time of initial submission, then prior to performing any work in any greenway area if the Application is approved by the appropriate ACL representatives:

1. A fully executed Volunteer Activities Release, Indemnification and Hold Harmless Agreement.

2. A fully executed Greenway Volunteer Release and Waiver of Liability.

~~3.~~ 3. A fully executed copy of all contracts entered into by Applicant with any individual or entity to perform any portion of the work in the greenway area as ~~the fine is~~

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~~paid and restoration is complete~~outlined in the Application. All contractors/individuals/entities engaged by the Applicant to perform any portion of the work in the greenway area must acknowledge, in writing, that they are being engaged solely by Applicant in Applicant's personal capacity and not by ACL and such contractors/individuals/entities shall further agree, in writing in a form satisfactory to ACL, to waive all lien rights related to any property owned by ACL, including but not limited to any mechanics' lien rights.

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~~Property Owner~~4.A copy of the insurance documentation for any individual or entity hired or engaged by Applicant to perform any portion of the work in the greenway area as outlined in the Application. Such insurance documentation shall name ACL as an additional insured and provide coverage for the work to be performed in the greenway area as outlined in the Application.

Greenway Stewardship Applicant Agreement

(commission use only)

~~Owner~~Applicant agrees to complete the following recommendations for greenway restoration at

~~Lot~~ _____

~~1.~~ _____

2. _____

~~3.~~ _____

~~4.~~ _____

~~5.~~ _____

Lot _____

1. _____

2. _____

3. _____

4. _____

5._____

Signature of ~~Property Owner~~Applicant Date

ACL Natural Resources Manager Date

Conservation Commission member Date

Conservation Commission member Date

Signature of AECC member Date:
(If within 50ft buffer zone)

Committee/Commission Actions-

Approved Disapproved

Conservation Commission action:

Date:_____

Signature of Conservation Commission Chairperson

AECC action: Approved Disapproved

Date: _____

Signature of AECC Chairperson

_____

ACL General Manager action: Approved Disapproved

Date: _____

ACL General Manager Signature

_____

Board of Directors: Approved Disapproved

Date: _____

APPLE CANYON LAKE GREENWAY STEWARDSHIP ADMINISTRATION PROCEDURES

1. The Apple Canyon Lake (ACL) ~~Property Owner~~property owner (Applicant) obtains a Greenway Stewardship Program ~~application from~~ (the ~~Apple Canyon Lake~~Program) agreement from the ACL website or from the ACL office~~,~~. The Applicant completes ~~the application page,~~pages 1 through 3 and submits it to the General Manager (GM) or their designee ~~of ACLPOA~~.

2. The ~~General Manager~~ GM or designee will review the ~~application,~~ Agreement and add it to the Program tracking form~~,~~. They will then notify the ~~chairperson of the~~ Conservation Commission (CC) ~~and AECC (if within 50ft of buffer zone). GM to note Property Owner and~~ Chair of the Applicant and the lot number ~~and~~ on the Agreement. The GM or their designee will scan a copy of the ~~application~~Agreement for the Program files~~. The application will then be forwarded~~ and forward it to the Natural Resources Manager ~~or designee~~(NRM) or their designee and the CC chair. If the subject greenway is within the 50ft shoreline buffer zone, they will also notify the Architectural and Environmental Control Committee (AECC) for review and if required, approval. If AECC approval is required, the approval shall be obtained prior to step 5.

3. The ~~Natural Resources Manager~~NRM or their designee and two CC volunteers will review the application~~,~~ and visit the site~~, and make~~. If any ~~recommended~~ changes ~~(third~~are recommended, the changes will be noted on the fourth page of the ~~application) to the Property Owner.~~Agreement. The ~~Natural Resources Manager or~~Applicant must be advised of any recommended changes to the application. The NRM or their designee will prepare a brief report of ~~his/her~~their impressions ~~including~~. The report must include a map or diagram of the site indicating all trees ~~(~~that are 3" in diameter or ~~bigger),~~larger, the size and type of each tree ~~noting which trees~~ that will be preserved and which trees if any, may be trimmed ~~(if any),~~ and what size and types of trees will be ~~replanted and attach it to the~~ planted. A copy of this map or diagram must be attached to the original application~~.~~ ~~An AECC member will be needed to view property if within 50ft of shoreline.~~

~~4. The CC volunteers will bring the original application along with the staff report to the~~ The CC, at its next scheduled ~~CC~~ meeting~~.~~, will review the application, and recommend any changes noted on page 4. The CC will ~~review~~then accept or reject the application~~,~~ and ~~any recommendations made by~~ the ~~Natural Resources Manager or designee and the designated~~ CC ~~volunteers for the site.~~

~~5.~~4. ~~The CC will then vote to approve or disapprove the application, and the~~ Chair or Vice-_Chair ~~of the CC~~ will ~~then~~ notify the ~~Property Owner. The Apple Canyon Lake Property Owner~~Applicant. In signing the Agreement, the Applicant acknowledges and agrees to any changes ~~by signing the application. The application will then be sent to the General Manager for review and approval. The AECC will need to approve if a project is within 50ft of shoreline~~noted on page 4. ~~The Property Owner~~

5. The signed Agreement will then be sent to the GM for review and submission to the ACL Board of Directors (Board) for final approval.

6. The Applicant will be given a copy of the entire completed and signed ~~Stewardship application~~Agreement for ~~his/her~~their records and reference. The original executed Agreement will be filed in the CC Greenway Stewardship binder and scanned for the Program files.

~~7. The CC chairperson will notify the Natural Resources Manager or~~The GM or their designee ~~of the application's final approval. If there are trees to be removed as part of the approved project, the Natural Resources Manager or designee will tag the trees that will be preserved before the project is allowed to begin.~~

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~~8. The Property Owner may contact either the CC volunteers or the Natural Resources Manager or designee if there are questions or problems as the project proceeds.~~

~~9. The General Manager or designee will regularly~~ will update the ~~program~~Program tracking form with information provided by the CC.

7. ~~10.~~ CC volunteers assigned to ~~a Stewardship project~~an application will monitor the ~~project~~work one month from the start date, then at least twice a year thereafter or until the ~~project is~~ Applicant has completed ~~per~~ the work outlined on the application.

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~~11. All projects will be monitored annually based on date of completion by the volunteers assigned to that project to determine whether the project is being maintained or not. This will provide important information to the CC that can be used to make future decisions about the effectiveness of the Greenway Stewardship Program.~~

~~12. Fines will be assessed, and the Applicant will be required to restore the property to its previous condition including replacement of trees correlating as close as practical to the same size and type of each tree that was erroneously removed or trimmed, at the sole discretion of the Association. A summary of the trees that were erroneous removed and or trimmed and need to be restored will be provided to the Applicant for immediate action and a fine of $2,000 for each tree that was erroneous cut down or trimmed, escalating at 10% per day until paid, will be assessed. Fines in excess of $2,500 will result in a lien against the Applicant's property until such time as the fine is paid and restoration is complete.~~

8. The CC will notify the GM or their designee annually of Agreement completions and determine if the Applicant is maintaining the site.
9. Deviations from the approved Agreement: If the GM or their designee become aware of any deviations to the approved Agreement, the GM or their designee will conduct an analysis of any deviation from the approved Agreement and determine whether or not a fine will be levied against the Applicant.

SPECIAL CONCERNS/CONSIDERATIONS

1. **Fifty-foot buffer zone at lake front**: As noted in the ACL Building and Environmental Code as amended ~~04-21-12, Section123.5:~~ "The shoreline buffer zone is an area 50 ~~foot horizontal~~feet measured horizontally from the shoreline, to be left as is, or restored to native vegetation as much as practical." ~~Because greenway space is owned by ACL, the 50-foot buffer zone at the lake front will be enforced whenever available space permits.~~ It is important to protect the lake from run-off and the shoreline from erosion using a cover crop of approved native foliage, deep-rooted grasses, shrubs, or bushes. ~~Rip rap is allowed if needed and Property Owner is willing to assume the costs.~~
2. ~~**Applying for a Stewardship project on land that is not contiguous to Property Owner's**~~**Applicant's lot:** An ~~ACL property owner~~Applicant may apply to adopt any greenway area, but property owners whose lots ~~may~~ front the area in question will be notified ~~of~~by the ~~proposed project and~~GM or their ~~comments will be considered when the CC reviews the application.~~
3. ~~**Communicating with other affected property owners:** A letter will be sent by the General Manager to notify contiguous property owners of the planned project.~~ designee. The letter will give a brief description of the area in question and the work to be done. ~~Any further questions should be directed to the General Manager.~~

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~~4.~~2. ~~**Policy if other property owners object to the project:** The committee will~~ If there are any objections, the GM or their designee will request the CC chair to review the objections, ~~consider their response, and~~ attempt to negotiate a compromise~~ if possible. If a compromise cannot be reached, the CC will make its recommendation to the AECC based on the goals of the program and what is best for the ACL community as a whole.~~, if possible, and draft a response for the GM or their designee.

3. **Applying for a Stewardship project on land that is contiguous to Applicant's lot:** A letter will be sent by the GM or their designee to notify contiguous property owners of the planned project. The letter will give a brief description of the area in question and the work to be done. If there are any objections, the GM or their designee will request the CC chair to review the objections, attempt to negotiate a compromise, if possible, and draft a response for the GM or their designee.

~~5.~~4. **Survey requirement**: If a survey is required to determine the boundaries of a project space, it will be done at the ~~Property Owner's~~Applicant's expense.

~~6.~~5. **New property owners**: ~~If~~When a property is sold and the new owners wish to continue to maintain a Greenway Stewardship project associated with their property, they must submit a new application ~~for CC approval~~ before continuing work on the existing project or adding to the scope of the original project.

~~7.~~6. ~~**Unfinished or never**~~ **Un-started projects**: If after one year from date of approval no ~~significant~~ work has been ~~done~~started on the project~~ or the project has been dormant for one year without continuation of work, the application~~, the Agreement will be marked ~~"withdrawn"~~voided and the ~~Property Owner~~Applicant will be required to submit a new Greenway Stewardship ~~application for review and approval~~Application Agreement before starting ~~or restarting~~ any work, unless the Applicant has requested an extension.

~~8. **Planting**: Any planting to be done in the greenway area should come from the list of suggested species available in the office. Any other species must be reviewed by the Conservation Committee prior to planting.~~

7. **Unfinished projects**: If after one year no significant work has been accomplished on the project, the Agreement may be voided, unless the Applicant requests an extension.

~~9.~~8. **Brush pile burns vs. prescribed burning**: ~~Property owners~~Applicants may pile and burn the invasive species removed from an area. A prescribed burn, such as those used to maintain native prairies, must be ~~done only with the approval of the General Manager and under the direct supervision of ACL staff~~prepared by the NRM and approved by the GM or designee. The approved burn plan must be performed by ACL staff with burn plan knowledge or by an insured company approved by the GM or designee and experienced in this type of work.

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Apple Canyon Lake Greenway Stewardship Suggested Plants

~~NATIVE TREES OF NORTHERN ILLINOIS~~

~~American Bladdernut~~	~~Pecan~~
~~American Elm~~	~~Pignut Hickory~~
~~American Sycamore~~	~~Pin Oak~~
~~Basswood~~	~~Prairie Crabapple~~
~~Bitternut Hickory~~	~~Red Mulberry~~
~~Black Cherry~~	~~Red Oak~~
~~Black Locust~~	~~River Birch~~
~~Black Oak~~	~~Roughleaf Dogwood~~
~~Black Walnut~~	~~Sandbar Willow~~
~~Black Willow~~	~~Sassafras~~
~~Box elder~~	~~Shagbark Hickorky~~
~~Burr Oak~~	~~Shellbark Hickory~~
~~Chinkapin Oak~~	~~Shingle Oak~~
~~E. Red Cedar~~	~~Shumard Oak~~
~~Eastern Cottonwood~~	~~Slippery Elm~~
~~Flowering Dogwood~~	~~Sugar Maple~~
~~Green Ash~~	~~Swamp White Oak~~
~~Hackberry~~	~~Sweetgum~~
~~Hills Oak~~	~~White Ash~~
~~Honeylocust~~	~~White Mulberry~~
~~Hop Hornbeam~~	~~White Oak~~
~~Musclewood~~	~~Winged Elm~~
~~Pawpaw~~	~~Yellow Poplar (Tuliptree)~~

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Revised ~~12/2024~~4/2025

NATIVE TREES COMMON TO ACL

ACL Tree Management Levels to promote a healthy ecosystem.

(trees not listed in fire tolerance levels)

Level 1 — Keystone tree(s)

White Oak

Level 2 — Benificial tree(s)

Shagbark Hickory
Hop Hornbeam
Burr Oak
Chinkapin Oak
Black Oak

Level 3 — Niche tree(s)

Red Oak
Bitternut Hickory
Musclewood
Black Cherry
Hills Oak

Level 4 — Dense Shade tree(s)

Basswood
Sugar Maple

Level 5 — Less ~~Desireable~~Desirable tr

Hackberry
Black Walnut
E. Red Cedar
Box elder
Black Locust
White Mulbe

*Sites will vary depending on what is already established and variety of trees present. Light to

~~*Sites will vary depending on what is already established and variety of trees present. Light to heavy thinning of all trees can take place to allow more native plants and desireable trees to establish. Healthier trees will be prioritized as well.~~

~~*Chart was created with consultation of local biologist/ecologists.~~

Revised

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Preferred Prairie Grasses: (If greenway is adjacent to the lake and tree canopy is open enough, must plant tall grass prairie mix to help with erosion control.)

-Big bluestem	-Side oats grama*	-Indian grass
-Little bluestem	-Prairie brome	-Canadian wild rye*
-Tall dropseed-	-Prairie Cordgrass	
-Bottlebrush Grass	-Hairy Woodland Brome	

*Indicates use for cover crop

Native Prairie Herbaceous Plants:

Aromatic Aster (Symphyotrichum oblongifolium)
Brown Eyed Susan (Rudbeckia hirta)
Canada Milkvetch (Astragalus canadensis)
Common Milkweed (asclepias syriaca)
Compass Plant (Silphium laciniatum)
Cutleaf Coneflower (Rudbeckia laciniata)
Early Goldenrod (Solidago juncea)
False Boneset (Brickellia eupatorioides)
False Indigo (Amorpha fruticosa)
Foxglove Penstemon (Penstemon digitalis)
Golden Alexanders (Zizia aurea)
Grey Headed Coneflower (Ratibida pinnata)
Heath Aster (Symphyotrichum ericoides)
Hoary Vervain (verbena stricta)
Lead plant (Amorpha canescens)
Monkeyflower (Mimulus ringens)
Mountain Mint (Pycnanthemum virginianum)
New England Aster (Symphyotrichum novae-angliae)
Prairie Coreopsis (Coreopsis palmata)
Purple Coneflower (Echinacea purpurea)
Purple Prairie Clover (Dalea purpurea)
Rattlesnake Master (Eryngium yuccifolium)
Rough Blazingstar (Liatris aspera)
Shorts Aster (Symphyotrichum shortii)
Smooth Blue Aster (Symphyotrichum laeve)
Smooth Ironweed (Vernonia fasciculata)
Stiff Gentian (Gentianella quinquefolia)
Stiff Goldenrod (Oligoneuron rigidum)
Tall Anemone (Anemone virginiana)
Wild Hyacinth (Camassia scilloides)

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Wild Geranium (Geranium maculatum)

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Native Forest Herbaceous Plants: (Plant if tree canopy is **mostly closed**.)

American bellflower Campanula americana
American Ginseng (Panax quinquefolius)
American Hops (Humulus lupulus) - woodland edges
Anise root Osmorhiza longistylis
Bishop's Cap (Mitella diphylla)
Bloodroot (*Sanguinaria* canadensis)
Blue Cohosh (Caulophyllum thalictroides)
Canadian Wild Ginger (Asarum canadense)
Christmas Fern (Polystichum acrostichoides) ***UNCOMMON IN JO DAVIESS COUNTY
Common Black Snakeroot (Sanicula odorata)
Common Blackberry (Rubus allegheniensis)
Common Blue Violet (Viola sororia)
Common Dogbane (Apocynum cannabinum)
Cutleaf Toothwort (Dentaria laciniata)
Drummond's Aster (Aster drummondii) – woodland edges
Dutchman's Breeches (Dicentra cucullaria)
False Solomon's Seal (Smilacina racemosa)
False Rue Anenome (Isopyrum biternatum)
Golden Alexanders (Zizia aurea) - woodland edges
Gooseberry (Ribes missouriense)
Hooked Buttercup (Ranunculus recurvatus)
Jack-In-The-Pulpet (*Arisaema triphyllum)*
Large-flowered Bellwort (Uvularia grandiflora)
Late Horse Gentian (Triosteum perfoliatum)
Maidenhair Fern (Adiantum pedatum)
Mayapple (Podophyllum peltatum)
Ostrich Fern (Matteuccia struthiopteris)
Prairie Trillium (Tritium recurvatum)
Rue Anemone (Anemonella thalictroides)
Spotted Jewelweed (Imptiens capensis)
Spring Beauty (Claytonia virginica)
Solomon's Seal (Polygonatum commutatum)
Thimbleweed (Anemone cylindrica)
Virginia Bluebells (Mertensia virginica)
Wild Leek (Allium tricoccum)
Wild Columbine (*Aquilegia canadensis*)
White Baneberry (Actaea pachypoda) - woodland edges
Wild Columbine(Aquilegia canadensis)
White Trillium (Trillium flexipes)
Wild Sasparilla (Aralia nudicaulis) ***UNCOMMON IN JO DAVIESS COUNTY
Wild White Indigo (*Baptisia leucantha*)
Woodland Knotweed (Persicaria virginiana)
Yellow Jewelweed (Impatiens pallida)

Grasses and Sedges -
Bottlebrush Grass (*Elymus hystrix*)
Common Wood Sedge (Carex blanda)

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Crested Sedge (Carex cristatella)
Hairy Woodland Brome (Bromus pubescens)
Pennsylvania Sedge (Carex pensylvanica)

Native Open Forest/Savanna Herbaceous Plants: (Plant if tree canopy is **partially closed**.)

Aromatic Aster (Symphyotrichum oblongifolium)
Aster (Symphyotrichum ericoides)
Canada Milkvetch (Astragalus canadensis)
Common Blackberrry (Rubus allegheniensis)
Common Milkweed (asclepias syriaca)
Compass Plant (Silphium laciniatum)
Drummond's Aster (Aster drummondii)
False Boneset (Brickellia eupatorioides)
Foxglove Penstemon (Penstemon digitalis Tall Anemone (Anemone virginiana)
Golden Alexanders (Zizia aurea)
Gooseberry (Ribes missouriense)
Late Horse Gentian (Triosteum perfoliatum)
New England Aster (Symphyotrichum novae-angliae)
New Jersey Tea (Ceanothus americanus)
Prairie Lily (*Lilium philadelphicum*)
Prairie Phlox (Phlox pilosa)
Rattlesnake Master (Eryngium yuccifolium)
Shorts Aster (Symphyotrichum shortii)
Showy Goldenrod (Solidago speciosa)
Smooth Blue Aster (Symphyotrichum laeve)
Wild Columbine (Aquilegia canadensis)
Wild White Indigo (*Baptisia leucantha*)
Wood Betony (Pedicularis canadensis)

INVASIVE SPECIES or NON-DESIRABLES
- DO NOT PLANT

Box elder
Garlic mustard
Buckthorn
-Common
-Saw-tooth
-Dahurian
-Japanese
-Chinese
-Glossy
Oriental bittersweet
Poison hemlock
Olive
-Russian
-Autumn

Honeysuckle
-Japanese
-Amur
-Spring
-Morrow
-Tatarian
Purple loosestrife
Kudzu
Multiflora rose.
Saltcedar
Knotweed
-Japanese
-Giant
-Bohemian
-Thorny

Lesser celandine
Giant hogweed
Maple
-Sugar
-Norway
Tree of Heaven
White Mulberry
Teasel
Lawn grasses
-Kentucky blue
Reed canary grass
Burning bush
Rusty rumex
Creeping Jenny

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Apple Canyon Lake
PROPERTY OWNERS ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

DATE: _____

TO: _____
_____
_____

RE: UNAUTHORIZED WORK WITHIN THE GREENWAY (Notice)

Dear_____,

It has come to our attention that unauthorized work is or has taken place in the greenway area adjacent to your property. The greenway land is owned and controlled by the Association, and any work done on Association property must be approved through our Greenway Stewardship Program. Any work performed without an approved agreement is subject to fines and restoration.

I would like to schedule a meeting with you and one of our designated appointees to inspect the greenway area in question and determine if work was done in the greenway boundaries. If so, the Association will instruct you on the boundaries of the greenway and assist you with a plan to restore the area. Please email me within 2 business days from the date of this correspondence to schedule an inspection.

Please stop all work in or near the greenway until this situation is clarified to the sole satisfaction of ACL to avoid fines and minimize restoration work.

Thank you for your prompt attention to this matter.

Sincerely,

Joe Wiener, Building Inspector
12A352 S. Apple Canyon Road,
Apple River, IL 61001
buildinginspector@applecanyonlake.org
OR SHOULD THE GM SIGN THIS LETTER?

Cc: AECC Chair
General Manager
Conservation Chair

Non-Compliance – 1st Notice

Apple Canyon Lake
PROPERTY OWNERS ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

DATE: _____

TO: _____

_____

_____

RE: GREENWAY STEWARDSHIP PROGRAM – APPLICATION NON-COMPLIANCE

Dear _____,

As you are aware, all permitted work within the Greenway is described in your approved Application. It has recently come to my attention that certain unapproved work may have been or is being performed. Specifically, _____ _____.

Can you please review this scope of work in comparison to your Application and let us know if you agree.

Your authorization to perform work in the Greenway is on hold until this situation is clarified to the sole satisfaction of ACL.

Please respond via letter or e-mail within 2 days from the date of this letter.

Thank you for your prompt attention to this matter.

Sincerely,

Joe Wiener, Building Inspector
12A352 S. Apple Canyon Road,
Apple River, IL 61001
buildinginspector@applecanyonlake.org

OR SHOULD THE GM SEND THE LETTER?

Cc: AECC Chair
General Manager
Conservation Chair

1st Notice w/ Edits

Apple Canyon Lake
PROPERTY OWNERS ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

DATE: _____

TO:_____

_____

_____

RE: GREENWAY STEWARDSHIP PROGRAM – APPLICATION NON-COMPLIANCE

Dear_____,

As you are aware, all permitted work within the Greenway is described in your approved ~~application~~Application. It has recently come to my attention that certain unapproved work may have been or is being performed. Specifically,

_____

_____.

Can you please review this scope of work in comparison to your ~~application~~Application and let us know if you agree.

Your authorization to perform work in the Greenway is on hold until this situation is clarified to the sole satisfaction of ACL.

Please respond via letter or e-mail within 2 days from the date of this letter.

Thank you for your prompt attention to this matter.

Sincerely,

Joe Wiener, Building Inspector
12A352 S. Apple Canyon Road,
Apple River, IL 61001
buildinginspector@applecanyonlake.org

OR SHOULD THE GM SEND THE LETTER?

Cc: AECC Chair
General Manager
Conservation Chair

Non-Compliance - 2nd Notice

Apple Canyon Lake
PROPERTY OWNERS ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

DATE: _____

TO: _____
_____
_____

RE: GREENWAY STEWARDSHIP PROGRAM – APPLICATION NON-COMPLIANCE

Dear_____,

I am following up regarding a communication dated _____ regarding unapproved work being performed within the Greenway. Specifically, _____
_____.

This letter is the second notice of this violation. Per the Greenway Stewardship Program Procedures, I must inform you that as of the date of this correspondence you have been fined $10,000 per tree that was erroneous removed and-or trimmed. The fine will escalate at a rate of 5% per day until paid in full. You will also be required to restore the trees resulting in a cost of $_____. Fines in excess of $12,500 will result in a lien against your property.

The fine should be paid via check to _____ and restoration should begin as soon as practical but must be started within 60 days of the date of this letter and work must continue until complete. If you would prefer ACL to perform the work, please pay the amount stipulated.

As provided in Article XIV of the ACL Rules and Regulations, if you believe that no violation or infraction has been committed or otherwise wish to contest all or any part of the items addressed in this notice, then you are required to submit a request for hearing form to the ACL General Manager within 10 days. If you fail to do so, you will be considered to have waived a hearing on the items addressed in this notice and all items stated in this notice will be deemed admitted by default.

Fines and restoration are in place to encourage compliance in order to protect the beauty and natural environment of ACL, not to punish violators or generate revenue.

Thank you for understanding how adhering to these rules makes ACL a more beautiful and pleasant place for us all to live.

Sincerely,

Joe Wiener, Building Inspector **OR SHOULD THE GM SEND THE LETTER?**
12A352 S. Apple Canyon Road,
Apple River, IL 61001
buildinginspector@applecanyonlake.org

Cc: AECC Chair
General Manager
Conservation Chair

2nd Notice w/ Edits

Apple Canyon Lake
PROPERTY OWNERS ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

DATE: _____

TO: _____
_____
_____

RE: GREENWAY STEWARDSHIP PROGRAM – APPLICATION NON-COMPLIANCE

Dear _____,

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_____
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Thank you for understanding how adhering to these rules makes ACL a more beautiful and pleasant place for us all to live.

Sincerely,

Joe Wiener, Building Inspector **OR SHOULD THE GM SEND THE LETTER?**
12A352 S. Apple Canyon Road,
Apple River, IL 61001
buildinginspector@applecanyonlake.org
~~**OR SHOULD THE GM SEND THE LETTER?**~~

Cc: AECC Chair
General Manager
Conservation Chair

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Final Notice

Apple Canyon Lake
PROPERTY OWNERS ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

DATE: _____
TO: _____
_____
_____

RE: GREENWAY STEWARDSHIP PROGRAM – APPLICATION NON-COMPLIANCE – FINAL NOTICE

Dear_____,

This letter follows two previous communications regarding unapproved work being performed in the Greenway. Specifically, _____
_____.

To date the fine has not been paid and I have not received confirmation of the start of the restoration work. Also, you have failed to submit a request for a hearing to contest all or any part of the items addressed in this notice as outlined in Article XIV of the ACL Rules and Regulations. Therefore, all items stated in this notice will be deemed admitted by default.

ACL has no choice but to submit this matter to legal counsel with direction to start the process to place a lien on your property until such time as the fine is paid and restoration is made to the full satisfaction of ACL.

Fines and restoration are in place to encourage compliance in order to protect the beauty and natural environment of ACL, not to punish violators or generate revenue.

Thank you for understanding how adhering to these rules makes ACL a more beautiful and pleasant place for us all to live.

Please do not hesitate to contact me if you have any questions or concerns about this matter.

Sincerely,

Joe Wiener, Building Inspector **OR SHOULD THE GM SIGN THIS LETTER?**
12A352 S. Apple Canyon Road,
Apple River, IL 61001
buildinginspector@applecanyonlake.org

Cc: AECC Chair
General Manager
Conservation Chair
Legal Counsel

Final Notice W/ Edits

Apple Canyon Lake
PROPERTY OWNERS ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

DATE: _____
TO: _____
_____
_____

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RE: GREENWAY STEWARDSHIP PROGRAM – APPLICATION NON-COMPLIANCE – FINAL NOTICE

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Dear_____,

This letter follows two previous communications regarding unapproved work being performed in the Greenway. Specifically,
_____
_____
_____.

To date the fine has not been paid and I have not received confirmation of the start of the restoration work. Also, you have failed to submit a request for a hearing to contest all or any part of the items addressed in this notice as outlined in Article XIV of the ACL Rules and Regulations. Therefore, all items stated in this notice will be deemed admitted by default.

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Please do not hesitate to contact me if you have any questions or concerns about this matter.

Sincerely,

Joe Wiener, Building Inspector **OR SHOULD THE GM SIGN THIS LETTER?**
12A352 S. Apple Canyon Road,
Apple River, IL 61001
buildinginspector@applecanyonlake.org

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Cc: AECC Chair
General Manager
Conservation Chair
Legal Counsel

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APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION
GREENWAY VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (this "Agreement) is provided by the individual identified below ("Volunteer") to the Apple Canyon Lake Property Owners' Association, a not-for-profit corporation organized and existing under the laws of the State of Illinois (the "ASSOCIATION") and each of its directors, managers, officers, employees, contractors, consultants, insurers, representatives and agents (collectively, with the ASSOCIATION, the "Released Parties").

The Volunteer agrees that all work performed by Volunteer on any portion of the ASSOCIATION common properties including, without limitation, maintenance, decorating, planting and landscaping work within any greenway area (collectively, "Work") will be on a volunteer basis and that Volunteer will not receive any insurance, benefits or compensation for such work. Volunteer shall not be considered an employee of ASSOCIATION and shall not be covered by ASSOCIATION'S insurance policies including, but not limited to, ASSOCIATION'S worker's compensation coverage. Volunteer also understands that as a volunteer, Volunteer does not have any authority, actual, apparent or otherwise, to enter into any contractual arrangement, financial commitment or service commitment on behalf of ASSOCIATION. In the event Volunteer, without the express approval of the Board of Directors of the ASSOCIATION or a designated agent of the ASSOCIATION, enters into any commitment or contract not expressly approved by ASSOCIATION, Volunteer will be personally responsible and liable for any such contract or commitment. Any contractor or other individual or entity hired or engaged by Volunteer to perform any portion of the Work shall only be contracted with by Volunteer on Volunteer's own behalf, and Volunteer shall be responsible for all portions of the Work performed by any contractor, subcontractor, individual or entity hired or engaged, either directly or indirectly, by Volunteer. Volunteer agrees to indemnify, defend, save and hold ASSOCIATION harmless from any and all claims, demands and causes of action arising as a result thereof.

Volunteer hereby agrees and acknowledges that his/her volunteer service to ASSOCIATION involves risk. This risk includes, but is not limited to, injury to Volunteer's person and property. Understanding these risks and in consideration of ASSOCIATION permitting Volunteer to provide volunteer services for ASSOCIATION, Volunteer does hereby voluntarily, fully and irrevocably release, forever discharge, and hold harmless the Released Parties from, and hereby waives all rights to bring now or in the future, any and all claims, demands, actions, damages, losses, and liabilities (whether based in contract, tort (including negligence), or any other theory of liability) arising from or related to the Work, whether or not under the supervision of agents or employees of the Released Parties and whether known or unknown and whether now existing or arising in the future.

This Agreement may be amended, waived or discharged only by written agreement of the parties. A waiver of any of the terms and conditions of this Agreement shall not be construed to be either a waiver of any succeeding breach or a waiver of the term or condition.

I certify that I am at least 18 years of age, have read and understand all of the above, understand the risks involved with the Work, and agree that this Agreement shall be binding upon my heirs, executors, administrators, successors and assignors, and by affixing my signature below, agree to all terms and conditions of this Agreement.

I CERTIFY THAT I HAVE READ AND\ UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

Signature of Volunteer_____ **Date** _____

Print Name _____

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

Signature of ACL General Manager _____ **Date**_____

Print Name _____

Volunteer Release

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in ACLPOA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Apple Canyon Lake Property Owners Association and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that volunteer activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, physical injury, medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or causewhile participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature_____ **Print Name**_____

Address_____ **City**_____ **State**_____ **Zip**_____

Telephone (____)_____ **Date** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian_____ _____ _____ Print Name_____ Date_____

(If notarization is necessary, please sign & stamp this side of form.)

12.1

Memorandum

Apple Canyon Lake

To: Board of Directors

Date: May 17, 2025

From: Dave Homb, Rules & Regulations Commission Chair

Memo: 2025-38

Topic: V. General Violation Fines, Burning/Cutting Trees – 1st Reading

---

Issue: Increase fine for unauthorized trimming or cutting of trees in common areas under V. General Violation Fines, Burning/Cutting Trees.

Recommendation:

Original:

• Partial cutting or trimming of or downing of trees on common property without prior written permission of the General Manager *Up to $1,000
• Burning or cutting to clear on common property without prior written permission of the General Manager *Up to $1,000 *per tree, plus **restoration expense
*per occurrence, plus restoration expense
**Restoration to be defined as: Act of restoring, putting back into nearly original form
• Cutting or trimming of trees within 50 feet of the shoreline without prior AECC approval $1,000 per tree (see ACL Building and Environmental Code, 123.5 Shoreline Buffer Zone and 107.1,C., 3., c.)
• Violations of the burning regulations may result in the following fines:
    • Private Property: $100
    • Greenways: Up to $1,00
    • Open Field Burning: Up to $1,000

Updated:

• Partial cutting or trimming of or downing of trees on common property without prior written authorization of the General Manager or designee *$10,000 per tree, plus **restoration expense
*per occurrence, plus restoration expense
**Restoration to be defined as: Act of restoring, putting back into nearly original form.

- Cutting or trimming of trees within 50 feet of the shoreline without prior AECC approval $1,000 per tree (see ACL Building and Environmental Code, 123.5 Shoreline Buffer Zone and 107.1,C., 3., c.)
- Violations of the burning regulations may result in the following fines:
    - Private Property: $100
    - Greenways: Up to $1,000
    - Open Field Burning: Up to $1,000

12.2

Memorandum

Apple Canyon Lake

To: Board of Directors

Date: May 17, 2025

From: Dave Homb, Rules & Regulations Commission Chair

Memo: 2025-39

Topic: XX. Hunting, Deer Management Program Rules and Regulations – 1st Reading

---

Issue: Request by Deer Management to update Rule #6 under XX. Hunting, Deer Management Program Rules and Regulations.

Recommendation:

Original:
6. Commission members will inspect tree stand locations with participant to ensure that they meet all ACL requirements before hunting.

Updated:
6. Commission members will inspect the tree stand locations with all new participants and upon request of current participants to ensure they meet all ACL requirements before hunting.

12.3

Memorandum

Apple Canyon Lake

To: Board of Directors **Date:** May 17, 2025

From: Dave Homb, Rules & Regulations Commission Chair

Memo: 2025-40

Topic: Recreational Vehicle Rules & Regulations Updates *(V. General Violation Fines, and XII. Motorized Vehicles – Recreational)* – 1st Reading

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Issue: Updated changes to V. General Violation Fines, Motorized Vehicles – Recreational, and XII. Motorized Vehicles – Recreational.

Recommendation:

V. General Violation Fines, Motorized Vehicles – Recreational

Add: Operating a recreational vehicle with passengers in the cargo area $250

XII. Motorized Vehicles – Recreational, Subsection E, Equipment

3. Original: Operable headlights and taillights are required if used after sunset.

3. **Updated**: ATVs/UTVs are required to always have lighted headlight(s) and tail lamp(s) during operation.

Add: 4. Seatbelts are required to be worn in all UTVs. ***(Change original rule #4 to #5)***

XII. Motorized Vehicles – Recreational, Subsection F, Operation Limitations

12. Original: Passengers are prohibited from riding in open flat bed or on a "pull-a-long" or "tow behind" trailer or cart, etc. attached to an approved vehicle; the number of passengers in a single vehicle may not exceed the manufacturer's recommendation, and/or actual seat count.)

12. **Updated**: Passengers are prohibited from riding in cargo area or on any trailer or cart attached to an approved vehicle.

Add: 15. No person may ride in or on any part of a motorized recreational vehicle that is not designed or intended by the original manufacturer to be used by passengers for seating purposes.

Add: 16. The number of passengers within a UTV may not exceed the original maximum capacity for the vehicle as established by the vehicle manufacturer or exceed the number of passenger restrains (e.g. seatbelts) designed and install for the vehicle by the original manufacturer.

XII. Motorized Vehicles – Recreational, Subsection H, Staging Areas

d. Original: Upper Clubhouse parking lot.

d. **Updated**: Firehouse Fitness parking lot.

XII. Motorized Vehicles – Recreational, Subsection I, Lawful Operation

a. Original: Possessing a valid driver's license or permit of state of origin.

a. **Updated**: Possessing a valid driver's license or permit of state of origin. A permit holder must be accompanied by a licensed driver, 18 years of age or older.

12.4

Memorandum

Apple Canyon Lake

To: Board of Directors

Date: May 17, 2025

From: Conservation Commission

Memo: 2025-42

Topic: Greenway Stewardship Application Approval – 8A49 Constitution Drive

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Issue: The above-referenced Greenway Stewardship Application has been approved by the Natural Resource Manager, the General Manager, the Conservation Commission and the AECC.

Recommendation: The Conservation Commission is requesting the Board provide the final approval for this applicant to proceed per the terms and recommendations agreed to in the application.

Apple Canyon Lake
PROPERTY OWNERS' ASSOCIATION

14A157 CANYON CLUB DRIVE
APPLE RIVER, IL 61001
OFFICE: 815.492.2238
FAX: 815.492.2160

ACLPOA Greenway Stewardship Program Overview and Agreement

Revised 4/2025

A healthy natural greenway system is a vital component linked to the health and beauty of Apple Canyon Lake (ACL). It also supports the charming rural image we strive to maintain. The purpose of this Greenway Stewardship Program (the Program) is to encourage ACL property owners to adopt a greenway area and to restore the native vegetation in that area. As ACL has grown, many of these areas lacked active management which has resulted in overgrowth. Non-native and invasive plants have also taken hold in many of these areas. Removing this growth will allow native vegetation to again establish itself in these areas. The Program was and is designed to protect and establish, or restore, the ecological health and beauty of the greenways while providing the applicant, other property owners, and guests with a beautifully enhanced ecological, biodiversified, natural, native view of the area they are stewarding.

GOALS

1. To encourage preservation, restoration, and enhancement of ACL's greenway areas.
2. To protect the lake and its surrounding woodlands via ecological restoration, the removal of invasive plants and replacing those with native plants.
3. To recommend a maintenance program for the continued care of the greenway areas at ACL.

PROCEDURES

1. ACL property owner (Applicant) obtains a Program agreement from the ACL website or from the ACL office. The Applicant completes the first three pages of the agreement and submits it to the General Manager (GM) or their designee.

2. The GM or their designee will review the proposed Agreement and add it to the Program tracking form. They will then notify the Conservation Commission (CC) Chair of the Applicant and the lot number on the Agreement. The GM or their designee will scan a copy of the Agreement for the Program files, and forward it to the Natural Resources Manager (NRM) or their designee. If the subject greenway is within the 50ft shoreline buffer zone, they will notify the Architectural and Environmental Control Committee (AECC) for review and if required, its approval. If AECC approval is required, the approval shall be obtained prior to Step 5.

3. The NRM or designee and two CC volunteers will review the Agreement and visit the site. If any changes are recommended, the changes will be noted on the fourth page of the Agreement. The Applicant must be advised of any recommended changes to the Agreement. The NRM or their designee will prepare a brief report of their impressions. The report must include a map or diagram of the site indicating all trees that are 3" or larger in diameter; the size and type of each tree that will be preserved and which trees if any, may be trimmed, and what size and types of trees will be replanted. A copy of this map or diagram must be attached to the original application.

4. The CC, at its next scheduled meeting, will review the Agreement and any recommendations noted on page 4 of the application. The CC will then accept or reject the Agreement and the CC Chair or Vice Chair will notify the Applicant. In signing the Agreement, the Applicant acknowledges and agrees to any changes noted on page 4.

5. The signed Agreement will then be sent to the GM for review and submission to the ACL Board of Directors (Board) for final approval.

To ensure effective implementation of the Program's applications, each applicant must understand and acknowledge the following:

- All Program activities must follow the approved plan.
- The GM, CC, NRM, or their designee(s) will review the site at various times throughout and until completion of the project.
- The Applicant may contact either the CC Chair or the NRM or their designee if there are questions or problems as the Applicant proceeds.

PLEASE REFERENCE THE ATTACHED PREVIOUSLY SUBMITTED APPLICATION

Greenway Stewardship Applicant Agreement

Applicant Name: _____

Lot Address: _____

Mailing Address

_____

Primary Telephone # _____ Email: _____

• Preferred contact (circle one). Email Phone

1. Site location (include drawing, pictures, or map).
   - Is the site located within the 50ft shoreline buffer zone? Yes No
     (if yes, AECC approval is required.)

2. Plan for restoring the site.
   a. Summary of invasive plants, bushes, shrubs and trees Applicant would like to remove.
   b. Types of trees and shrubs to be **removed**
      -Tree/amount- (example: boxelder/5, black locust/4, cedar/3)

      -Shrubs- (example: honeysuckle, multiflora rose)

   c. Trees to be planted. The Applicant may ask to plant more trees if desired, but planting must be approved by the CC.

      -Please list trees to be **planted**. (example: white oak/2, shagbark hickory/1) See attached list of recommend tree species. If you wish to deviate from the

approved tree list, the requested tree species need to be approved by CC and or the NRM or their designee.

d. What planting will take place to restore the site? Must plant native forest or prairie seeds depending on the area. See attached list of approved plant species. If you wish to deviate from the approved planting list, the plantings need to be approved by CC and or the NRM or their designee. AECC prohibits the use of plastic netting for seed covers.

ALL TRIMMING OF TREES AND REMOVAL OF TREES, PLANTS, SHRUBS, AND BUSHES WILL BE REVIEWED BY THE CC, NRM OR DESIGNEE. ALL TREES (3" IN DIAMETER OR LARGER) WILL BE MAPPED, MEASURED AND IDENTIFIED. THE NRM OR DESIGNEE WILL TAG TREES TO BE PRESERVED AND INDICATE TREES TO BE REPLACED OR TRIMMED, AND MAKE ANY CHANGES DEEMED NECESSARY TO THE APPLICANT'S PLAN.

Work to be done by (circle one): Homeowner Contractor

Applicant acknowledges and agrees that other than the Applicant specifically named in the Application, no individual or entity may perform any portion of the work in the greenway area as outlined in the Application without a written contract in place between such individual/entity and the Applicant.

Applicant further acknowledges and agrees that under no circumstances will any portion of the work be performed in the greenway by any individual or individuals under the age of 18.

Contractor name and number: _____

1. <u>Maintenance plan</u>

   a. Weeding, trimming or watering as needed.
      No spraying unless approved by ACL staff.
      No spraying native plants, only invasives.

2. The Applicant must notify the GM via email 24 hrs. prior to start of the project at greenways@applecanyonlake.org.

Deviations from the approved Agreement: The Applicant acknowledges that any deviation from the approved Agreement will result in a fine. A summary of the trees that were

removed and-or trimmed without approval, and what restoration will be required, will be provided to the Applicant for their immediate action. Additionally, a fine of $10,000 will be assessed for each tree that was cut down or trimmed without approval. The fine, payable to ACL, will be due no later than ten (10) days after notification via USPS mail and certified mail unless a hearing to contest the fine is requested; the fine will escalate at a rate of 5% per day thereafter. Fines in excess of $12,500 will result in a lien filed against the Applicant's property and will remain until such time the fine is paid in full and the prescribed restoration is completed. All attorney fees and costs incurred by ACL in relation to any deviation from the approved Agreement will be charged to and be the responsibility of the Applicant.

Applicant agrees to provide the following to ACL either with the initial submission of the Application, if available, or, if not available at the time of initial submission, then prior to performing any work in any greenway area if the Application is approved by the appropriate ACL representatives:

1. A fully executed Volunteer Activities Release, Indemnification and Hold Harmless Agreement.

2. A fully executed Greenway Volunteer Release and Waiver of Liability.

3. A fully executed copy of all contracts entered into by Applicant with any individual or entity to perform any portion of the work in the greenway area as outlined in the Application. All contractors/individuals/entities engaged by the Applicant to perform any portion of the work in the greenway area must acknowledge, in writing, that they are being engaged solely by Applicant in Applicant's personal capacity and not by ACL and such contractors/individuals/entities shall further agree, in writing in a form satisfactory to ACL, to waive all lien rights related to any property owned by ACL, including but not limited to any mechanics' lien rights.

4. A copy of the insurance documentation for any individual or entity hired or engaged by Applicant to perform any portion of the work in the greenway area as outlined in the Application. Such insurance documentation shall name ACL as an additional insured and provide coverage for the work to be performed in the greenway area as outlined in the Application.

Greenway Stewardship Volunteer Application

Name: Christopher Miroslaw

Lot Address: 8A49 Constitution Drive

Mailing Address 7922 W. Elm Drvie, Norridge, Illinois 60706

Primary Telephone # 708.259.4683 Email: allurebuildersinc@gmail.com

• Preferred contact (circle one). Email Phone

1. Site location (include drawing, pictures, or map).
   - Is it within 50ft of shoreline? Yes No
   (If within 50ft of shoreline AECC approval is needed.)

2. Plan for restoring the site. See bottom of next page comments in RED

   a. Plants, bushes, and trees to be removed.- Homeowner must plant a minimum of 1 hardwood tree (preferably oak or hickory) for every 10 trees removed.

   b. Types of trees and shrubs to be **removed**-
   -Tree/amount- (example: boxelder/5, black locust/4, cedar/3)

   -Shrubs- (example: honeysuckle, multiflora rose)

   c. Trees to be planted if more than 10 trees are removed. The homeowner may ask to plant more trees if desired but must be approved by the commission.
   -Please list trees to be **planted**. (example: white oak/2, shagbark hickory/1)

d. What planting will take place to restore the site? Must plant native forest or prairie seeds depending on the area. If approved, please provide receipt of seed purchased as soon as possible. AECC prohibits the use of plastic netting for seed covers.

Work to be done by (circle one): Homeowner Contractor

Contractor name and number: Cole's Tree Service - Mitchell @ 563.451.3479

3. Maintenance plan See below comments in RED

a. Fall burning is strongly recommended every two years.
(As stated above, must have ACL approval before burning.)

b. Weeding, trimming or watering as needed.
No spraying unless approved by ACL staff.
No spraying native plants, only invasives.

4. Homeowner must notify General Manager, via email, 24 hrs. before project starts. May contact main office to get correct email address.

It is our desire to remove all the undesirable trees in the small greenway adjacent to our property. Our intent in doing so, is to provide the best possible environment for the 1 very large Heritage Oak tree, two Cherry trees, and second smaller Oak tree to thrive. It is very important to us that the Large Heritage Oak and other aforementioned desirable trees be preserved, while giving them room to flourish. We would also like to plant other Oak trees, not just 1 or 2 as mandated if you would so allow, and if it is deemed that they too will also flourish and not compete. After construction of our home in the next coming years we intend on planting more Oak trees on our property for the next generations to enjoy.

After the greenway trees are tended to by a professional tree removal company, we will remove the non-native and invasive brush and are excited to work with Tyler to establish preferred prairie grasses as recommended.

We truly believe that this restoration work will ultimately become a transformation. Reconnecting the future to past and returning the shoreline to once was. We hope that it will encourage others to do such work and beautify the shoreline for the next generations.

We plan on maintaining this investment and restoration as prescribed by the Natural Resource Manager by way of Fall burning and or weeding, trimming, or watering as needed. Also, if need be over seeding applications from time to time.

Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 8A49 Constitution Dr.

1. Remove invasive brush, grasses and trees at water's edge except one Red Oak, two Cherry trees and one Hackberry (see attached map).

2. Owner agrees to plant one Shagbark Hickory and one White Oak (4ft or taller) in the greenway.

3. Owner agrees to plant one Red Oak (4ft or taller) on his property near the water's edge (see attached map)

4. Owner agrees to plant a native plant seed mix in the greenway.

5. See Natural Resouce Manager's Memo attached.

Signature of Applicant — Date — Christopher Miroslaw — As Amended 5.5.25

Christopher Miroslaw — 2.24.25 — Christopher Miroslaw — As Amended 3.27.25

ACL Natural Resources Manager — Date

Conservation Commission member — Date

Conservation Commission member — Date

Signature of AECC member (If within 50ft buffer zone) — Date:

Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 8A49 Constitution Dr.

1. Remove invasive brush, grasses and trees at water's edge except one Red Oak, two Cherry trees and one Hackberry (see attached map).

2. Owner agrees to plant one Shagbark Hickory and one White Oak in the greenway.

3. Owner agrees to plant one Red Oak on his property near the water's edge (see attached map)

4. Owner agrees to plant a native plant seed mix in the greenway.

5. See Natural Resouce Manager's Memo attached.

Signature of Applicant Christopher Miroslaw	Date 2.24.25 Christopher Miroslaw As Amended 3.27.25
ACL Natural Resources Manager	Date 3/31/2025
Conservation Commission member Pamela Oppel	Date 4/1/25
Conservation Commission member Michael L Cammack	Date 4/1/25
Signature of AECC member (If within 50ft buffer zone)	Date:

SA04

Committee/Commission Actions-

Approved Disapproved

Conservation Commission action:

Date: Pamela K Oppel per AECC Requirements 5/3/25

Signature of Conservation Commission Chairperson

Pamela Oppel

AECC action: Approved Disapproved

Date: 5-3-25

Signature of AECC Chairperson

ACL General Manager action: Approved Disapproved

Date: 5-8-2025

ACL General Manager Signature

Board of Directors: Approved Disapproved

Date: _____

8A49 Constitution Dr. / Miroslaw Christopher

Approximate Property Line

Trees to Remain in Greenway
1. Red Oak
2. Cherry
3. Cherry
4. Hackberry

Trees to be Planted in Greenway
1. Shagbark Hickory
2. White Oak

Trees to be Planted on Owner Property
1. Red Oak

Memo

To: Conservation Committee

Date: 3/17/2025

From: Tyler Hesselbacher

Memo: Greenway Application

Topic: Miroslaw 8A49

Issue:

The homeowner would like to restore the area and have more native plants grow. The area is very narrow, and the trees are of the less desirable kind that don't allow for enough sunlight for plants to grow. There are a few oaks in the area that could be saved to allow for oak regeneration. The homeowner is willing to plant a few trees to fill where others would be removed.

Recommendation:

With the area being as narrow as it is, not too much can be done but thinning the trees and removing honeysuckles is a good starting point. A native plant seed mix can be thrown down that can tolerate part shade can be seeded to try and reestablish them in the area. With the homeowner willing to plant some trees after removing some of the less desirable ones, that will help bring back more beneficial trees to the area. Some of the trees that are to be removed could potentially be hinged and used for fish habitat along the shoreline.

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION
GREENWAY VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (this "Agreement) is provided by the individual identified below ("Volunteer") to the Apple Canyon Lake Property Owners' Association, a not-for-profit corporation organized and existing under the laws of the State of Illinois (the "ASSOCIATION") and each of its directors, managers, officers, employees, contractors, consultants, insurers, representatives and agents (collectively, with the ASSOCIATION, the "Released Parties").

The Volunteer agrees that all work performed by Volunteer on any portion of the ASSOCIATION common properties including, without limitation, maintenance, decorating, planting and landscaping work within any greenway area (collectively, "Work") will be on a volunteer basis and that Volunteer will not receive any insurance, benefits or compensation for such work. Volunteer shall not be considered an employee of ASSOCIATION and shall not be covered by ASSOCIATION'S insurance policies including, but not limited to, ASSOCIATION'S worker's compensation coverage. Volunteer also understands that as a volunteer, Volunteer does not have any authority, actual, apparent or otherwise, to enter into any contractual arrangement, financial commitment or service commitment on behalf of ASSOCIATION. In the event Volunteer, without the express approval of the Board of Directors of the ASSOCIATION or a designated agent of the ASSOCIATION, enters into any commitment or contract not expressly approved by ASSOCIATION, Volunteer will be personally responsible and liable for any such contract or commitment. Any contractor or other individual or entity hired or engaged by Volunteer to perform any portion of the Work shall only be contracted with by Volunteer on Volunteer's own behalf, and Volunteer shall be responsible for all portions of the Work performed by any contractor, subcontractor, individual or entity hired or engaged, either directly or indirectly, by Volunteer. Volunteer agrees to indemnify, defend, save and hold ASSOCIATION harmless from any and all claims, demands and causes of action arising as a result thereof.

Volunteer hereby agrees and acknowledges that his/her volunteer service to ASSOCIATION involves risk. This risk includes, but is not limited to, injury to Volunteer's person and property. Understanding these risks and in consideration of ASSOCIATION permitting Volunteer to provide volunteer services for ASSOCIATION, Volunteer does hereby voluntarily, fully and irrevocably release, forever discharge, and hold harmless the Released Parties from, and hereby waives all rights to bring now or in the future, any and all claims, demands, actions, damages, losses, and liabilities (whether based in contract, tort (including negligence), or any other theory of liability) arising from or related to the Work, whether or not under the supervision of agents or employees of the Released Parties and whether known or unknown and whether now existing or arising in the future.

This Agreement may be amended, waived or discharged only by written agreement of the parties. A waiver of any of the terms and conditions of this Agreement shall not be construed to be either a waiver of any succeeding breach or a waiver of the term or condition.

I certify that I am at least 18 years of age, have read and understand all of the above, understand the risks involved with the Work, and agree that this Agreement shall be binding upon my heirs, executors, administrators, successors and assignors, and by affixing my signature below, agree to all terms and conditions of this Agreement.

I CERTIFY THAT I HAVE READ AND\ UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

Signature of Volunteer Christopher Miroslaw **Date** 5.6.25

Print Name Christopher Miroslaw

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

Signature of ACL General Manager _____ **Date** 5-8-2025

Print Name JON SABO

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in ACLPOA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Apple Canyon Lake Property Owners Association and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that volunteer activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, physical injury, medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or causewhile participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature Christopher Miroslaw **Print Name** Christopher Miroslaw

Address 7922 W. Elm Drive, Norridge, Illinois, 60706 **State** _____ **Zip** _____

Telephone (708)259.4683 **Date** 5.6.25

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian_____ Print Name_____ Date_____

(If notarization is necessary, please sign & stamp this side of form.)

12.5

Memorandum

Apple Canyon Lake

To: Board of Directors

Date: May 17, 2025

From: Conservation Commission

Memo: 2025-43

Topic: Greenway Stewardship Application Approval – 1A61 Blackhawk Lane

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Issue: The above-referenced Greenway Stewardship Application has been approved by the Natural Resource Manager, the General Manager, the Conservation Commission and the AECC.

Recommendation: The Conservation Commission is requesting the Board provide the final approval for this applicant to proceed per the terms and recommendations agreed to in the application.

Greenway Stewardship Applicant Agreement

Applicant Name: ____Michael Holt_____

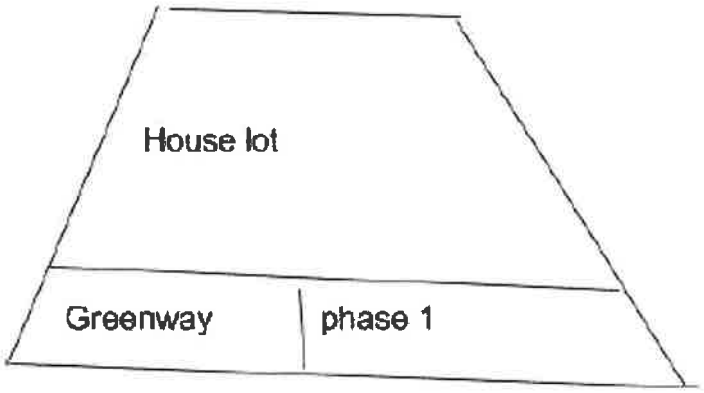
Lot Address: 1A61 Blackhawk LN

Mailing Address 1A61 Blackhawk LN Apple River, Il 61001

Primary Telephone # __309 738-5747_____ Email:

_____mikeholt40@gmail.com_____ • Preferred contact (circle one).**Phone**

1. Site location (include drawing, pictures, or map).



- Is the site located within the 50ft shoreline buffer zone? Yes No (if yes, AECC approval is required.) **Yes**

2. Plan for restoring the site. Site divided into 3 phases. Phase 1 North Side, Phases 2 and 3 are the shoreline and the South Side which will be reviewed at a later date.
   a. Summary of invasive plants, bushes, shrubs and trees Applicant would like to remove.
   b. Types of trees and shrubs to be **removed**

-Tree/amount- (example: boxelder/5, black locust/4, cedar/3)
Removal of most but not all of linden/basswood trees. Trees to remain identified by Tyler Hasselbacher and wrapped with tape. Homeowner then marked trees to be removed with white paint.

-Shrubs- (example: honeysuckle, multiflora rose)

c. Trees to be planted. The Applicant may ask to plant more trees if desired, but planting must be approved by the CC.

-Please list trees to be **planted**. (example: white oak/2, shagbark hickory/1)
See attached list of recommend tree species. If you wish to deviate from the

approved tree list, the requested tree species need to be approved by CC and or the NRM or their designee.

d. What planting will take place to restore the site? Must plant native forest or prairie seeds depending on the area. See attached list of approved plant species. If you wish to deviate from the approved planting list, the plantings need to be approved by CC and or the NRM or their designee. AECC prohibits the use of plastic netting for seed covers.

Native prairie and wildflower seeds approved by Conservation and Natural Resources Manager will be planted.

ALL TRIMMING OF TREES AND REMOVAL OF TREES, PLANTS, SHRUBS, AND BUSHES WILL BE REVIEWED BY THE CC, NRM OR DESIGNEE. ALL TREES (3" IN DIAMETER OR LARGER) WILL BE MAPPED, MEASURED AND IDENTIFIED. THE NRM OR DESIGNEE WILL TAG TREES TO BE PRESERVED AND INDICATE TREES TO BE REPLACED OR TRIMMED, AND MAKE ANY CHANGES DEEMED NECESSARY TO THE APPLICANT'S PLAN.

Work to be done by (circle one): Homeowner

Applicant acknowledges and agrees that other than the Applicant specifically named in the Application, no individual or entity may perform any portion of the work in the greenway area as outlined in the Application without a written contract in place between such individual/entity and the Applicant.

Applicant further acknowledges and agrees that under no circumstances will any portion of the work be performed in the greenway by any individual or individuals under the age of 18.

Contractor name and number:

1. Maintenance plan

    a. Weeding, trimming or watering as needed.
        No spraying unless approved by ACL staff.
        No spraying native plants, only invasives.

2. The Applicant must notify the GM via email 24 hrs. prior to start of the project at greenways@applecanyonlake.org.

Deviations from the approved Agreement: The Applicant acknowledges that any deviation from the approved Agreement will result in a fine. A summary of the trees that were

removed and-or trimmed without approval, and what restoration will be required, will be provided to the Applicant for their immediate action. Additionally, a fine of $10,000 will be assessed for each tree that was cut down or trimmed without approval. The fine, payable to ACL, will be due no later than ten (10) days after notification via USPS mail and certified mail unless a hearing to contest the fine is requested; the fine will escalate at a rate of 5% per day thereafter. Fines in excess of $12,500 will result in a lien filed against the Applicant's property and will remain until such time the fine is paid in full and the prescribed restoration is completed. All attorney fees and costs incurred by ACL in relation to any deviation from the approved Agreement will be charged to and be the responsibility of the Applicant.

Applicant agrees to provide the following to ACL either with the initial submission of the Application, if available, or, if not available at the time of initial submission, then prior to performing any work in any greenway area if the Application is approved by the appropriate ACL representatives:

1. A fully executed Volunteer Activities Release, Indemnification and Hold Harmless

Agreement.

2. A fully executed Greenway Volunteer Release and Waiver of Liability.

3. A fully executed copy of all contracts entered into by Applicant with any individual or entity to perform any portion of the work in the greenway area as outlined in the Application. All contractors/individuals/entities engaged by the Applicant to perform any portion of the work in the greenway area must acknowledge, in writing, that they are being engaged solely by Applicant in Applicant's personal capacity and not by ACL and such contractors/individuals/entities shall further agree, in writing in a form satisfactory to ACL, to waive all lien rights related to any property owned by ACL, including but not limited to any mechanics' lien rights.

4. A copy of the insurance documentation for any individual or entity hired or engaged by Applicant to perform any portion of the work in the greenway area as outlined in the Application. Such insurance documentation shall name ACL as an additional insured and provide coverage for the work to be performed in the greenway area as outlined in the Application.

Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at Lot_____1A61_____

1. _____Site divided into 3 phases. Phase 1 North Side, Phases 2 and 3 are the shoreline and the South Side which will be reviewed at a later date._____

2. Removal of most but not all linden/basswood trees. Trees to be removed are marked by white paint.

_____

3.Plant native seeds approved by Conservation & Natural Resources Manager. Mow once per year (with mower set to max Height of cut height) for the first two years of restoration to control weeds.

_____

4. After the first two years the homeowner will talk with the Natural Resource Manager about burning or potentially mowing._____

5. _____

Signature of Applicant Date

Michael Holt 5/7/2025

ACL Natural Resources Manager Date

Conservation Commission member Date

Conservation Commission member Date

Signature of AECC member Date:
(If within 50ft buffer zone)

Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 1A61

1. Site divided into 3 phases: Phase 1 North Side, Phases 2 and 3 are the Shoreline and the South Side which will be reviewed at a later date.

2. Removal of most but not all linden/basswood trees. Trees to be removed marked by white paint.

3. Plant native seeds approved by Conservation & Natural Resourse Manager

4. Mow once per year (with the mower set to the max height of cut height) for the first two years of restoration to help control weeds.

5. After the 2nd year, the homeowner will talk with the Natural Resource Manager about burning or potentially mowing.

Signature of Applicant	**Date** Feb 20 April 4, 2025
ACL Natural Resources Manager	**Date** 4/10/2025
Conservation Commission member William Bourell	**Date** 4/5/25
Conservation Commission member Barry J Kron	**Date** 4.6.25
Signature of AECC member (If within 50ft buffer zone)	**Date:**

1A061

Committee/Commission Actions-

Approved Disapproved

Conservation Commission action:

Date: Pamela Opyd 5/3/25

Signature of Conservation Commission Chairperson

Pamela Opyd

AECC action: Approved Disapproved

Date: 5-3-25

Signature of AECC Chairperson

ACL General Manager action: Approved Disapproved

Date: 5-8-2025

ACL General Manager Signature

Board of Directors: Approved Disapproved

Date: _____

Memo

To: Conservation Committee

Date: 3/17/2025

From: Tyler Hesselbacher

Memo: Greenway Application

Topic: Holt 1A61

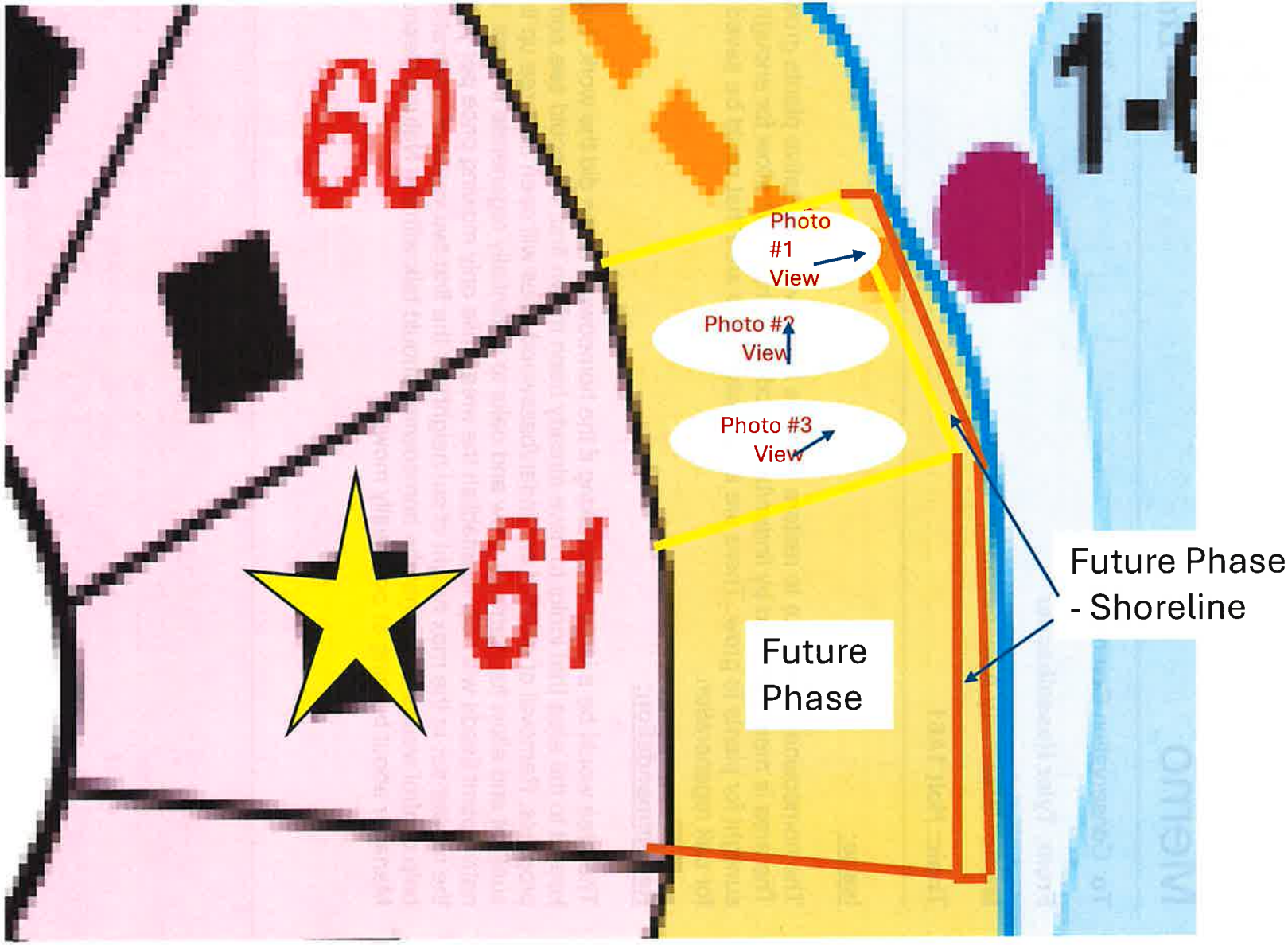
Issue:

The homeowner would like to restore the area and have more native plants grow. The area is mostly shaded by linden/basswood trees that don't allow for enough sunlight for plants to grow. There are a few oaks in the area that could be saved to allow for oak regeneration.

Recommendation:

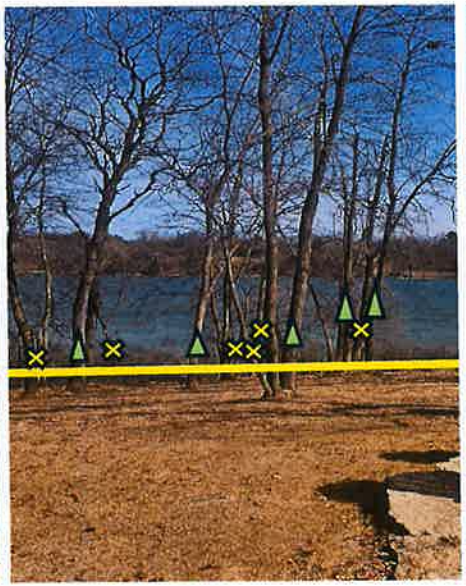
The area would be a large undertaking if the homeowner alone did the work, but if we keep it to the area that looks to have already been mown first, we could see some progress. Removal of most of the linden/basswood trees will open the area up to sunlight and allow for plants to grow and oaks to potentially regenerate in area. Planting native plant seeds will help reestablish the area while only mowing once per year (with the mower set to the max height of cut height) for the first two years of restoration to help control weeds. After that the homeowner should talk with the Natural Resource Manager about burning or potentially mowing.

1A61 Blackhawk Lane Holt Mike & Kathleen



1A61 Blackhawk Lane Holt Mike & Kathleen

APPROXIMATE
AREA
PHOTO #1



APPROXIMATE
AREA
PHOTO #2

APPROXIMATE
AREA
PHOTO #3

FUTURE PHASE

Note: 1. Yellow line is approximate Greenway Property Line.
Note: 2. There are many trees along the shoreline that are not included In this phase.

THIS PHASE CONTAINS A TOTAL OF 10 TREES REMAINING INDICATED BY △ AND NO MORE THAN 20 TREES BEING REMOVED INDICATED BY ✕. Many of the trees being removed are small and choking the larger Oak trees. Also, it is difficult to provide an exact number of trees being removed because some of them have two trunks. No more than 20 trees will be removed, and they are marked by white paint.)

1A61 Blackhawk Lane Holt Mike & Kathleen

PHOTO #1

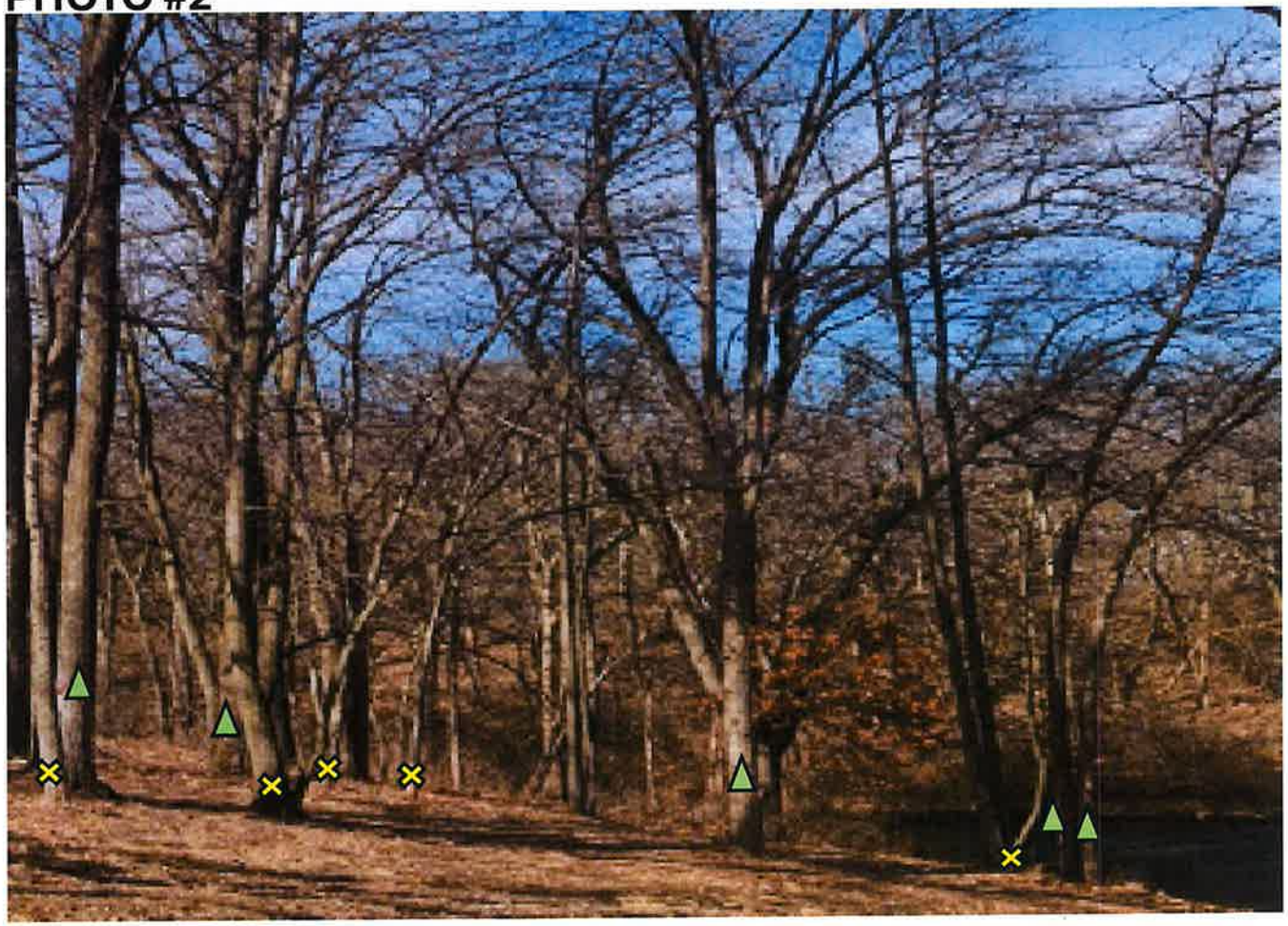
Trees to Remain

Trees to be Removed

Approximate Greenway Boundary

1A61 Blackhawk Lane Holt Mike & Kathleen

PHOTO #2



Trees to Remain

Trees to be Removed

Approximate Greenway Boundary

1A61 Blackhawk Lane Holt Mike & Kathleen

PHOTO #3

Trees to Remain

Trees to be Removed

Approximate Greenway Boundary

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION
GREENWAY VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (this "Agreement) is provided by the individual identified below ("Volunteer") to the Apple Canyon Lake Property Owners' Association, a not-for-profit corporation organized and existing under the laws of the State of Illinois (the "ASSOCIATION") and each of its directors, managers, officers, employees, contractors, consultants, insurers, representatives and agents (collectively, with the ASSOCIATION, the "Released Parties").

The Volunteer agrees that all work performed by Volunteer on any portion of the ASSOCIATION common properties including, without limitation, maintenance, decorating, planting and landscaping work within any greenway area (collectively, "Work") will be on a volunteer basis and that Volunteer will not receive any insurance, benefits or compensation for such work. Volunteer shall not be considered an employee of ASSOCIATION and shall not be covered by ASSOCIATION'S insurance policies including, but not limited to, ASSOCIATION'S worker's compensation coverage. Volunteer also understands that as a volunteer, Volunteer does not have any authority, actual, apparent or otherwise, to enter into any contractual arrangement, financial commitment or service commitment on behalf of ASSOCIATION. In the event Volunteer, without the express approval of the Board of Directors of the ASSOCIATION or a designated agent of the ASSOCIATION, enters into any commitment or contract not expressly approved by ASSOCIATION, Volunteer will be personally responsible and liable for any such contract or commitment. Any contractor or other individual or entity hired or engaged by Volunteer to perform any portion of the Work shall only be contracted with by Volunteer on Volunteer's own behalf, and Volunteer shall be responsible for all portions of the Work performed by any contractor, subcontractor, individual or entity hired or engaged, either directly or indirectly, by Volunteer. Volunteer agrees to indemnify, defend, save and hold ASSOCIATION harmless from any and all claims, demands and causes of action arising as a result thereof.

Volunteer hereby agrees and acknowledges that his/her volunteer service to ASSOCIATION involves risk. This risk includes, but is not limited to, injury to Volunteer's person and property. Understanding these risks and in consideration of ASSOCIATION permitting Volunteer to provide volunteer services for ASSOCIATION, Volunteer does hereby voluntarily, fully and irrevocably release, forever discharge, and hold harmless the Released Parties from, and hereby waives all rights to bring now or in the future, any and all claims, demands, actions, damages, losses, and liabilities (whether based in contract, tort (including negligence), or any other theory of liability) arising from or related to the Work, whether or not under the supervision of agents or employees of the Released Parties and whether known or unknown and whether now existing or arising in the future.

This Agreement may be amended, waived or discharged only by written agreement of the parties. A waiver of any of the terms and conditions of this Agreement shall not be construed to be either a waiver of any succeeding breach or a waiver of the term or condition.

I certify that I am at least 18 years of age, have read and understand all of the above, understand the risks involved with the Work, and agree that this Agreement shall be binding upon my heirs, executors, administrators, successors and assignors, and by affixing my signature below, agree to all terms and conditions of this Agreement.

I CERTIFY THAT I HAVE READ AND\ UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

Signature of Volunteer Michael Holt **Date** May 8, 2025

Print Name Michael Holt

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

Signature of ACL General Manager _____ **Date** 2-12-2025

Print Name JON SABO

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in ACLPOA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Apple Canyon Lake Property Owners Association and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that volunteer activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, physical injury, medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or causewhile participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ **Print Name** Michael

Address 1A61 Blackhawk Ln **City** Apple River **State** IL **Zip** 6101

Telephone 309738-5747 **Date** 5/7/2025

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian_____ Print Name_____ Date_____

(If notarization is necessary, please sign & stamp this side of form.)