



DIRECTOR OF ENGINEERING REPORT

Mar 18, 2026

District Engineering manages projects, consultants, contractors, and equipment suppliers. Consultant reports and Project Managers reports are included in this section along with details regarding the status of the associated study, design, or construction projects.

ACTIVE PROJECTS

22ENG31 ADMINISTRATIVE WORKFORCE CENTER

SCOPE: Construction and commissioning of a new 26,000 sq ft Administration Building. The building includes the addition of a new Wastewater Treatment Plant laboratory facility, administration offices, maintenance offices, break room, multi-purpose meeting room.						
Contractor: Christy-Foltz			Original Contract Price: \$14,961,550			
Engineer: AEX			Sum of Change Orders: \$27,064			
R.E. Inspector: SDD			Total Value: \$14,988,614			
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
06/25/24	07/02/24	07/30/24	09/27/24	10/09/24	10/08/24	10/9/25 Sub Target: 02/20/26

Key Activities: Punch list items are being completed.

We expect an occupancy permit to be granted following a modification to one component in the dampers in the fire suppression system. Substantial completion to be issued upon receipt of the occupancy permit.

With the issuance of substantial completion, staff is preparing additional documentation for Tri-Merit, the firm that is working on obtaining Geothermal & HVAC energy credits for the district.

Issues:

1. Laboratory: Vacuum pump manufacturer during start-up noted missing components from the design of the vacuum system. SDD/AEX are working through the modifications required.

Non-Contract Activity

Office moves are ongoing as planned.

Future Change Items

Num.	Description	Value
1	Add conduits for communication antennas to roof top.	\$969.38
2	Modify coatings in the Lobby (T&M)	\$5,850.88
3	Addition of electrical and data ports on lab counter.	\$TBD
4	Add RPZ on vacuum pump.	\$2,500 -est
5	Add missed vacuum ports in lab (2)	\$5,002.03
	Modifications to vacuum system	\$TBD
6	Add condensate drain pan/ line beneath heat recovery unit in lab	\$TBD
7	Change flooring in room 506	\$3,785.00
8	Install Local electrical disconnects on Lab roof mounted blowers	\$6,425.57
9	Remove Brick in Lobby Vestibule	(\$315.23)
10	Owner Supply Dishwasher Accessories	(\$10,859.52)-Est
11	Door Header Revision in Engineering Office (AEX covering expense (\$5,513.67)	\$0
12	Reconciling South Parking lot Base Material	\$TBD
13	Add additional power supply to electric hand dryer in shower 501a	\$TBD
	SDD TOTAL	\$21,717.63



DIRECTOR OF ENGINEERING REPORT

Mar 18, 2026

24ENG07 Digester #1 Lid Replacement

SCOPE: The project will remove the existing lid and replace with a new contractor procured lid. Existing linear motion mixer mechanism will be reused with replacement of the mixing equipment.						
Contractor: Grunloh			Original Contract Price: \$3,597,392			
Engineer: Farnsworth Group			Sum of Change Orders: \$0.00			
R.E. Inspector: SDD			Total Value: \$3,597,392			
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
12/02/25	12/17/26	01/14/26	01/28/26	02/10/26	02/10/26	08/07/27

Key Activities: Submittals are being reviewed. ***

EASTSIDE INTERCEPTOR Sewer Rehabilitation

SCOPE: This interceptor was originally installed in 1953 and is experiencing various forms of failures as noted in the most recent PACP rating. The work includes Eastside Branches 739B and 739C and the main trunk from MH 9 North to 739C tie-in.						
The project will include heavy cleaning, inspection, and installation of cured-in-place structural lining of 11,233 lineal feet of pipe in the Eastside interceptor system. Contractor will apply 530 vertical feet of cementitious lining to manholes and reinstate taps and connections to the interceptor as needed.						
Contractor: TBD			Original Contract Price: \$4,694,769			
Engineer: Farnsworth Group			Sum of Change Orders: \$0.00			
R.E. Inspector: SDD			Total Value: \$4,694,769			
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
12/8/25	2/3/26	02/24/26	xx/xx/xx	xx/xx/xx	xx/xx/xx	xx/xx/27

Key Activities: Bids were received this last period as planned. Two bids were received. The bid tab and recommendation letter is attached

*Because the funding for this project is an SRF loan, there is dependence on the loan being made available prior to final award.

IEPA has cleared the way for this project to receive funds for this project. The award of funding has not been made yet, however bids have been received, evaluated and a recommendation is before the trustees for consideration.

Volkert has completed obtaining temporary construction access easements for this project. *Consideration of these temporary easements is before the trustees under old business.* These easements will all terminate upon completion of the project.

25ENG22 Neuros Blower #5 Installation

SCOPE: The project will remove the existing 600HP Hoffman blower and install an owner procured Neuros NX350 high efficiency turbo blower.						
Contractor: TBD			Original Contract Price: \$TBD			
Engineer: SDD/Clark Dietz			Sum of Change Orders: \$0.00			
R.E. Inspector: SDD			Total Value: \$TBD			
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
12/8/25	2/3/26	02/24/26	xx/xx/xx	xx/xx/xx	xx/xx/xx	xx/xx/27

Key Activities: Three (3) bids were opened on March 5, 2026 as expected. Attached is the bid tabulation. *There is a motion for trustee consideration under old business.*

UPCOMING PROJECTS:

Nutrient Reduction Improvements Planning: Ongoing coordination for the Detailed design.

- The RFQ for Construction Management Services was advertised this last period and a pre-submittal meeting was held on March 10th as planned. It was a virtual meeting that was attended by the potential CM firms of Tylin, Burns and MacDonald, Stanley Group and CDM Smith. AECOM was invited to participate, however didn't feel they were in a position to staff the primary resident engineering inspector role required. An addendum is being issued to clarifying a couple of scope items.
- BV/Clark Dietz: 60% design is completed and reviewed.
- BV/Donohue: 60% design is completed and reviewed.
- BV/CMT: 60% design is completed and reviewed.
- An update to the Opinion of Probable Construction Costs is being developed based on current design status.
- A follow-up technical meeting with ADM was held on 3/10/26. ADM shared some of their plans for pre-treatment and some of the impacts on their wastewater effluent given the selected technology. The impact is significant on BOD and TSS (reductions) and therefore BV has been requested to run the plant BNR model for impact on current design plans. We expect to update ADM on the results of the model runs on 4/9/26.
- SDD staff met with IEPA on the potential for SRF funding portions of the BNR upgrade project. During that discussion, the possibility of grant funding for the project came up through SRF. *There is a Professional Services Agreement with Clark Dietz before the board for consideration to assist SDD with meeting the required dates for attaining the funding.*

25ENG18 Force Main Inspection – Damon South FM Air Release Valve Upgrades. <<No Update>>

The Damon South air release valves are in poor shape. The project will repair fittings and replace all air release valves to enable activation and inspection of the pipe. The cost of repairs will require competitive bidding to prepare for the planned force main inspection.

Plant Solar Fields – <<No Update>> There is ongoing plan reviews and update calls with the solar contractors. SDD remains at 43 in Ameren's plan review queue.

INTERGOVERNMENTAL ACTIVITIES

1. The CITY and SDD have agreed to easement language for the Damon Ave PS easement the CITY is needing for the force main to discharge into the station wet well. This easement approval will be incorporated into the approval of the intergovernmental agreement (below)
2. The intergovernmental agreement language (IGA) with the CITY to address the rehabilitation/ownership of the Northside Interceptor repairs is completed. Public works staff is agreeable, CITY legal has put final approval on it, and SDD council has reviewed and approved. *The IGA, not yet attached, will be submitted prior to the board meeting and will have a motion before the trustees for consideration.* This agreement is for the construction required for the Brush College Pump Station force main the CITY is building.

If there are questions, please contact me at 462-9349, or by email at DonM@sddcleanwater.org.



PROJECT MANAGER REPORT

March 18th, 2026

District Engineering manages projects, consultants, contractors, and equipment suppliers. Consultant reports and Project Managers reports are included in this section along with details regarding the status of the associated study, design, or construction projects.

ACTIVE PROJECTS

2025 WWTP Upgrades Final Clarifiers and Aeration Gates

SCOPE: The project includes replacement of the broken floor in clarifier #11; replacement of 3 final clarifier mechanisms in the south final clarifier cluster, replacement of weir structures in the division structures and rehabilitation of 3 influent channel gates and rehabilitation of 20 gates in the nitrification aeration tanks.						
Contractor:		Plocher Construction		Original Contract Price:		\$ 8,417,000
Engineer:		SDD		Sum of Change Orders:		\$
R.E. Inspector:		SDD		Total Value:		\$ 8,417,000
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
04/04/25	04/24/25	05/20/25	06/20/25	09/27/25	10/15/25	450 days

Key Activities: Concrete has been poured in the center pier and new segments of 42" and 16" pipes are installed. Excavation and inspection of the existing 16" pipe found no exterior signs of fracture or leaking and Plocher was directed to re-bed pipe. Rebar for the floor repair has been installed and re-pouring the concrete floor is pending weather. Installation of stainless steel weirs in the south distribution structure is ongoing.

Pending Change Order: Time and materials for inspection of the 16" pipe.

25ENG98 Thickened Sludge Force Main Relocation and 12" Sanitary Sewer Improvements

SCOPE: The project will replace and relocate the 8" thickened sludge force main on the north side of the 045 building. A new manhole will be installed on the 12" gravity sewer on the south side of 045 and redirected to an adjacent downstream manhole.						
Contractor:		Burdick Plumbing & Heating		Original Contract Price:		\$ 146,632
Engineer:		SDD		Sum of Change Orders:		\$7,500
R.E. Inspector:		SDD		Total Value:		\$ 154,132
Advertise	Pre-bid	Bid Open	Final Award	Notice to Proceed	Pre-Construction	Contract Completion Dates
08/29/25	10/9/25	10/10/25	10/16/26	10/17/25	10/20/25	01/07/2026

Key Activities: Primary work of the project is complete. Final grading and seeding will be performed as weather allows.

Pending Change Order: Staff is working on final Change Order 01 and obtaining final pay application to complete this project.

PENDING PROJECTS

Taylor Avenue Storm Water Conveyance Structure

SCOPE: Channeled storm water from Sunset Ave. and Taylor Ave. has created a washout over the easement of the New Main Interceptor (752). A large crevasse has developed, destabilizing the supporting soils around the pipe. The project will install a pre-cast storm water collection structure, install two (2) 14" storm water conveyance pipes over the asset, and stabilize the soils around the interceptor to prevent further erosion.

Key Activities: Project specifications are in development.

22ENG11 Eastmoreland Pump Station Replacement

SCOPE: Valves, piping, and pump rails are deteriorated beyond repair. Proximity of the station to Lost Bridge Road creates safety hazards for SDD staff while performing inspections and repairs. The project will install a new wet well offset from the road with new piping, valves, and fittings.

Key Activities: Project specifications are in development.

25ENG09 Road Projects

SCOPE: Asphalt and concrete patching is required at multiple locations in the plant and outside facilities. The project will perform warranty work for three South Shores private drives, patch asphalt from the TWAS and Sanitary Sewer projects, repair concrete curbs and gutters in the plant, improve the Finley Creek Pump station access drive, and replace an electrical manhole frame.

Key Activities: Project specifications are in development.

Stevens Creek Supplemental Trestle Coating

SCOPE: Premature degradation was observed in the cementitious coatings of the HOBAS pipe trestles that were installed in 1997. Cleaning and application of an epoxy coating has been recommended by the HOBAS pipe manufacturer to maximize life expectancy of the pipe material.

Key Activities: Project specifications are in development.

Sanitary District of Decatur Eastside Interceptor Sewer Rehabilitation 02401129.00 LETTING: Tuesday, February 24, 2026 11:00 a.m. CST FARNSWORTH GROUP, INC. 200 W. College Avenue, Suite 301, Normal IL 61761	Engineer's Estimate	SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 636-385-1000	Inliner Solutions, LLC 4520 North State Road 37 Orleans, IN 47452 812-865-3232
---	----------------------------	--	---

20-06 SOUTH SHORES SEWER REHABILITATION

Quantity	Unit	Item Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
530	VF	CEMENTITIOUS MANHOLE LINING, 48" DIA.	\$370.00	\$196,100.00	\$956.00	\$506,680.00	\$890.00	\$471,700.00
167	LF	CURED-IN PLACE SEWER LINING, 12" DIA.	\$100.00	\$16,700.00	\$333.00	\$55,611.00	\$175.00	\$29,225.00
299	LF	CURED-IN PLACE SEWER LINING, 15" DIA.	\$145.00	\$43,355.00	\$342.00	\$102,258.00	\$180.00	\$53,820.00
6297	LF	CURED-IN PLACE SEWER LINING, 21" DIA.	\$155.00	\$976,035.00	\$243.00	\$1,530,171.00	\$325.00	\$2,046,525.00
4470	LF	CURED-IN PLACE SEWER LINING, 24" DIA.	\$300.00	\$1,341,000.00	\$212.00	\$947,640.00	\$350.00	\$1,564,500.00
12	EACH	FRAME REPLACEMENT	\$3,500.00	\$42,000.00	\$4,000.00	\$48,000.00	\$2,125.00	\$25,500.00
4	EACH	MANHOLE LID REPLACEMENT	\$500.00	\$2,000.00	\$1,335.00	\$5,340.00	\$1,415.00	\$5,660.00
3	EACH	REPAIR BENCH AND TROUGH	\$3,000.00	\$9,000.00	\$3,555.00	\$10,665.00	\$885.00	\$2,655.00
1	LUMP SUM	SEWER FLOW CONTROL	\$1,750,000.00	\$1,750,000.00	\$557,565.00	\$557,565.00	\$125,000.00	\$125,000.00
51	EACH	SERVICE LATERAL REINSTATEMENT	\$200.00	\$10,200.00	\$250.00	\$12,750.00	\$285.00	\$14,535.00
10233	LF	SEWER MAIN CLEANING AND TELEVISIONING	\$35.00	\$358,155.00	\$13.00	\$133,029.00	\$13.00	\$133,029.00
1000	LF	SEWER MAIN CLEANING AND TELEVISIONING - HEAVY CLEANING	\$45.00	\$45,000.00	\$18.00	\$18,000.00	\$17.00	\$17,000.00
51	EACH	SEWER LATERAL CLEANING AND TELEVISIONING	\$600.00	\$30,600.00	\$860.00	\$43,860.00	\$590.00	\$30,090.00
1	LUMP SUM	SITE CLEARING	\$155,000.00	\$155,000.00	\$62,300.00	\$62,300.00	\$158,000.00	\$158,000.00
5	EACH	STRAIGHT LINER INSTALLATION	\$4,500.00	\$22,500.00	\$5,500.00	\$27,500.00	\$4,720.00	\$23,600.00
39	EACH	T-LINER INSTALLATION, 21" DIA.	\$6,500.00	\$253,500.00	\$11,500.00	\$448,500.00	\$9,381.00	\$365,859.00
7	EACH	T-LINER INSTALLATION, 24" DIA.	\$7,500.00	\$52,500.00	\$11,800.00	\$82,600.00	\$9,381.00	\$65,667.00
46	EACH	VACUUM TESTING	\$1,500.00	\$69,000.00	\$1,500.00	\$69,000.00	\$944.00	\$43,424.00
1	LUMP SUM	IDOT AND RAILROAD PERMIT WORK EXPENSES	\$20,000.00	\$20,000.00	\$33,300.00	\$33,300.00	\$25,000.00	\$25,000.00
TOTAL BID PRICE =				\$5,392,645.00		\$4,694,769.00		\$5,200,789.00

March 5, 2026

Sanitary District of Decatur
Attn: Don Miller, Director of Engineering
501 Dipper Lane
Decatur, IL 62522

Subject: Eastside Interceptor Sewer Rehabilitation
Bidding Results and Recommendation

Dear Mr. Miller,

Bids were received for the subject project at the Sanitary District office until 11 a.m. on February 24, 2026. Shortly thereafter, bids were opened and publicly read aloud.

Three (3) bids were received and read aloud, however one bid received did not meet the required scope of work and was therefore unqualified. This bid was dismissed from consideration and excluded from the bid tabulation. Farnsworth Group has reviewed the two (2) responsive responsible bids received and created the tabulation of bids below for your records.

CONTRACTOR	BID PRICE
SAK Construction, LLC	\$4,694,769.00
Inliner Solutions, LLC	\$5,200,789.00

We have reviewed the bid package from SAK Construction, LLC and have determined that their bid is the low responsive responsible bid. SAK Construction, LLC is qualified and experienced for the specified scope of work. It is our recommendation that the District approve the base bid in the total amount of \$4,694,769.00. This bid came in 13% under the Engineer's Construction Cost Estimate. Should an award be made, please return the Notice of Intent to Award to my attention for further processing. Once approval from the Illinois Environmental Protection Agency (IEPA) has been made, the Notice of Award will be executed.

Please let us know if there are any questions.

Sincerely,

FARNSWORTH GROUP, INC.



Shane Niedzwecki, P.E.
Project Engineer

EASTSIDE INTERCEPTOR CIPP REHABILITATION PROJECT
HOMEWOOD FISHING CLUB
PIN # 04-13-18-229-001

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

HOMEWOOD FISHING CLUB, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, 20 foot in width, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, AND A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, ALL IN TOWNSHIP 16 NORTH, RANGE 3 EAST, OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1405, PAGE 63 OF THE MACON COUNTY RECORDER'S OFFICE.

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

AN 18 FOOT WIDE STRIP OF LAND, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 3 EAST, OF THE THIRD PRINCIPAL MERIDIAN;

COMMENCING AT A NORTHWEST CORNER OF LOT D, ALSO BEING THE SOUTHWEST CORNER OF LOT B, AS PER PLAT RECORDED IN BOOK 1405, PAGE 63 OF THE MACON COUNTY RECORDER'S OFFICE; THENCE NORTH 59°55'39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE, 324.30 FEET TO A BEND POINT AT THE POINT OF BEGINNING;

THENCE NORTH 19°55'05" EAST ALONG SAID RIGHT-OF-WAY LINE, 22.21 FEET;

THENCE SOUTH 34°14'00" EAST, 81.90 FEET TO A POINT OF CURVATURE;

THENCE 51.84 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 103.77 FEET WITH A 51.30 FOOT CHORD BEARING SOUTH 19°55'24" EAST, TO A POINT OF TANGENCY;

THENCE SOUTH 05°36'47" EAST, 128.99 FEET TO THE WEST LINE OF A SEWER EASEMENT AS PER PLAT RECORDED IN BOOK 2128, PAGE 118 OF SAID RECORDER'S OFFICE;

THENCE SOUTH 11°02'02" WEST ALONG SAID WEST LINE, 62.83 FEET;

THENCE NORTH 05°36'47" WEST, 189.19 FEET TO A POINT OF CURVATURE;

THENCE 42.84 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 85.77 FEET WITH A 42.40 FOOT CHORD BEARING NORTH 19°55'24" WEST, TO A POINT OF

TANGENCY;

THENCE NORTH 34°14'00" WEST, 68.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.116 ACRES, MORE OR LESS.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

Dated this 8th day of January A.D., 2025.

[Signature] (SEAL)

(SEAL)
Grantor(s)

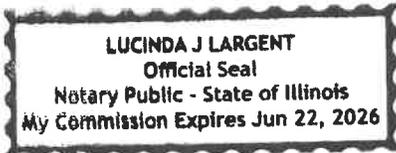
STATE OF ILLINOIS

COUNTY OF MACON

I, Lucinda J. Largent, a Notary Public in and for said County and State, do hereby certify that Robert Doty

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of January, 2025.



Lucinda J. Largent

<p>This document, consisting of four pages, was prepared by:</p> <p>Farnsworth Group 2211 WEST BRADLEY AVENUE CHAMPAIGN, ILLINOIS 61821</p>	<p>Return to:</p> <p>Don Miller Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522</p>
---	---

EASTSIDE INTERCEPTOR CIPP REHABILITATION PROJECT
BROCK MCQUEEN
PIN # 04-13-08-355-010 (11 Ridge Ave, Decatur IL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Brock McQueen, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, ~~20-foot in width~~^{LSL}, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

THAT PART OF LOT THIRTY-EIGHT (38) LYING WEST OF RIDGE AVENUE AS NOW LOCATED, AND LOTS FIFTY-THREE (53), FIFTY-FOUR (54) AND FIFTY-FIVE (55) AND ALL OF THAT PART OF LOTS FIFTY-ONE (51) AND FIFTY-TWO (52) LYING SOUTH OF LAKE SHORE DRIVE; ALL OF LOTS THIRTY-FIVE (35), THIRTY-SIX (36) AND THIRTY-NINE (39) EXCEPT THE EAST 113 FEET THEREOF, LOT THIRTY-SEVEN (37), EXCEPT THE SOUTH 40 FEET OF THE EAST 113 FEET THEREOF, OF THAT PART LYING WEST OF RIDGE AVENUE AS NOW LOCATED, ALL IN LAKE PARK PLACE, AS PER PLAT RECORDED IN BOOK 536 ON PAGE 104 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; ALSO THAT PART OF VACATED HOMEWOOD AVENUE LYING SOUTH OF LAKE SHORE DRIVE AND ADJOINING LOTS FIFTY-TWO (52), FIFTY-THREE (53), FIFTY-FOUR (54) AND FIFTY-FIVE (55) IN SAID ADDITION. SITUATED IN MACON COUNTY, ILLINOIS.

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST, OF THE THIRD PRINCIPAL MERIDIAN, BEING A PART OF LOT 52, LOT 53, AND THE VACATED HOMEWOOD AVENUE IN LAKE PARK PLACE AS PER PLAT RECORDED IN BOOK 536, PAGE 104 OF THE MACON COUNTY RECORDER'S OFFICE;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8;

THENCE NORTH 0°04'31" EAST, 152.06 FEET ALONG THE WEST LINE OF SAID SECTION 8 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK LANE;

THENCE NORTH 56°59'27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 9.28 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 56°59'27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 50.00 FEET;

THENCE SOUTH 33°00'33" EAST, 35.00 FEET;

THENCE SOUTH 56°59'27" WEST PARALLEL TO SAID SOUTHERLY RIGHT-OF-WAY LINE, 50.00 FEET;

THENCE NORTH 33°00'33" WEST, 35.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE PORTIONS OF THE ABOVE DESCRIBED TRACT PREVIOUSLY GRANTED AS SEWER EASEMENTS RECORDED IN DOCUMENT 1163984, BOOK 2131, PAGE 568, AND DOCUMENT 550271, BOOK 136, PAGE 384 OF THE MACON COUNTY RECORDER'S OFFICE, CONTAINING 0.015 ACRES, MORE OR LESS.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

Dated this 27 day of January A.D., 2026.

Brock McQueen (SEAL)

(SEAL)
Grantor(s)

STATE OF ILLINOIS

COUNTY OF MACON

I, Katerria L. Foster, a Notary Public in and for said County and State, do hereby certify that Brock McQueen

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27 day of January, ²⁰²⁶~~2025~~.

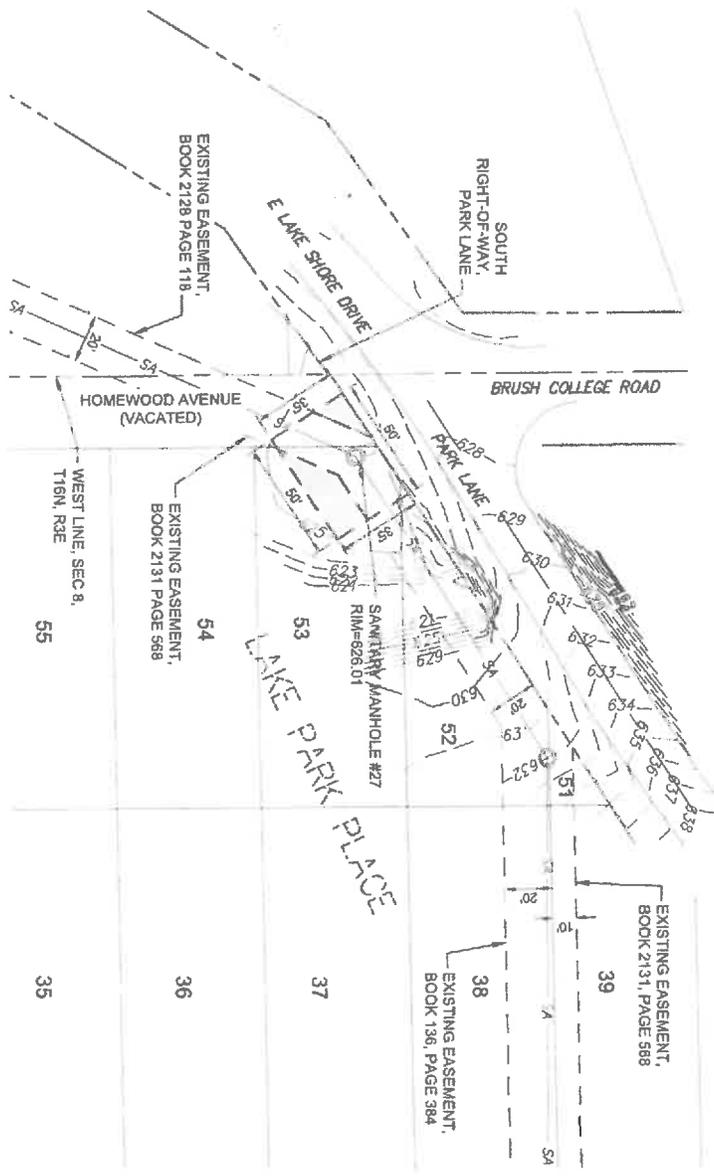


Katerria L. Foster

<p>This document, consisting of four pages, was prepared by:</p> <p>Farnsworth Group 2211 WEST BRADLEY AVENUE CHAMPAIGN, ILLINOIS 61821</p>	<p>Return to:</p> <p>Don Miller Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522</p>
---	---

Farnsworth
 GROUP
 2211 WEST BRADLEY AVENUE
 CLIAMPAIGN, ILLINOIS 61821
 (217) 352-7408 / Info@f-w.com

PROPOSED TEMPORARY ACCESS AND
 CONSTRUCTION EASEMENT
 LAKE PARK PLACE



LEGEND

- EXISTING EASEMENT LIMITS LINE
- - - PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT LIMITS LINE
- PROPERTY LINE

0 25 50
 SCALE: 1"=50'
 U.S. SURVEY FEET

MH 27
OWNERS: BROCK MCCOUEEN

DESCRIPTION OF PROPERTY
 THAT PART OF LOT THIRTY-EIGHT (38) LYING WEST OF RIDGE AVENUE AS NOW LOCATED, AND LOTS FIFTY-THREE (53), FIFTY-FOUR (54) AND FIFTY-FIVE (55) AND ALL OF THAT PART OF LOTS THIRTY-ONE (31) AND FIFTY-TWO (52) LYING SOUTH OF LAKE SHORE DRIVE, ALL OF LOTS THIRTY-FIVE (35), THIRTY-SIX (36) AND THIRTY-NINE (39) EXCEPT THE EAST 113 FEET THEREOF, LOT THIRTY-SEVEN (37), EXCEPT THE SOUTH 40 FEET OF THE EAST 113 FEET THEREOF, OF THAT PART LYING WEST OF RIDGE AVENUE AS NOW LOCATED, ALL IN LAKE PARK PLACE, AS PER PLAT RECORDED IN BOOK 536 ON PAGE 104 OF THE RECORDS IN THE RECORDERS OFFICE OF MACON COUNTY, ILLINOIS; ALSO THAT PART OF VACATED HOMEWOOD AVENUE LYING SOUTH OF LAKE SHORE DRIVE AND ADJOINING LOTS FIFTY-TWO (52), FIFTY-THREE (53), FIFTY-FOUR (54) AND FIFTY-FIVE (55) IN SAID ADDITION, SITUATED IN SAID MACON COUNTY, ILLINOIS.

DESCRIPTION OF PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST, OF THE THIRD PRINCIPAL MERIDIAN, BEING A PART OF LOT 52, LOT 53, AND THE VACATED HOMEWOOD AVENUE IN LAKE PARK PLACE AS PER PLAT RECORDED IN BOOK 536, PAGE 104 OF THE MACON COUNTY RECORDERS OFFICE:

- COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8;
 - THENCE NORTH 0°04'31" EAST, 152.06 FEET ALONG THE WEST LINE OF SAID SECTION 8 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK LANE;
 - THENCE NORTH 56°59'27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 9.28 FEET TO THE POINT OF BEGINNING;
 - THENCE NORTH 58°59'27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 50.00 FEET;
 - THENCE SOUTH 33°00'33" EAST, 35.00 FEET;
 - THENCE SOUTH 56°59'27" WEST PARALLEL TO SAID SOUTHERLY RIGHT-OF-WAY LINE, 50.00 FEET;
 - THENCE NORTH 33°00'33" WEST, 35.00 FEET TO THE POINT OF BEGINNING.
- EXCEPT THE PORTIONS OF THE ABOVE DESCRIBED TRACT PREVIOUSLY GRANTED AS SEWER EASEMENTS RECORDED IN DOCUMENT 1163994, BOOK 2131, PAGE 588, AND DOCUMENT 550271, BOOK 136, PAGE 384 OF THE MACON COUNTY RECORDERS OFFICE, CONTAINING 0.016 ACRES, MORE OR LESS.

PROJECT NO.: 02401129.00
 DRAWN BY: MWC
 REVIEWED BY: TMH
 DATE: 06/11/2025

EASTSIDE INTERCEPTOR CIPP REHABILITATION PROJECT
Robert and Jody Gurtler
PIN # 04-13-08-378-006 (410 Lakeview Lane, Decatur IL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Robert and Jody Gurtler, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, ~~20-foot in width;~~^{WJL} for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT ONE (1) OF GODWINS SECOND ADDITION IN THE SOUTHEAST QUARTER (SE1/4) AND SOUTHWEST QUARTER (SW1/4) OF SECTION EIGHT (8), TOWNSHIP SIXTEEN (16) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270 ON PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTH 110 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT TO A POINT ON THE EAST LINE OF SAID LOT 1, 110 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 110 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS. TOGETHER WITH AN EASEMENT FOR THE RIGHT OF INGRESS AND EGRESS INTO SAID PREMISES HEREIN CONVEYED, OVER PREMISES DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID ADDITION; THENCE SOUTHWEST TO A POINT 110 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1 AND 59.61 FEET EAST OF THE WEST LINE OF SAID LOT 1; THENCE WEST 59.61 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY TO THE POINT OF BEGINNING; AND ALSO AN EASEMENT OVER LOT 2 OF SAID ADDITION FOR WATER WITH THE RIGHT TO USE, WITH OTHERS THE WELL THEREON, SUBJECT TO AN EASEMENT GRANTED TO OTHERS TO USE PREMISES DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1; THENCE EASTERLY ALONG THE SOUTH SIDE THEREOF 58.5 FEET; THENCE NORTH 110 FEET TO A POINT LOCATED 59.61 FEET EAST OF THE WEST LINE THEREOF; THENCE WESTERLY TO THE WEST LINE THEREOF TO A POINT 110 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE SOUTH TO THE PLACE OF BEGINNING; AS INGRESS AND EGRESS TO THE LAKE, WITH THE RIGHT TO USE THE SAME AS PLAYGROUND AND PICNIC GROUND. (EXCEPT COAL AND OTHER MINERALS PREVIOUSLY RESERVED OR CONVEYED AND THE RIGHT TO MINE AND REMOVE THE SAME). SITUATED IN MACON COUNTY, ILLINOIS.

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

A 15 FOOT WIDE STRIP OF LAND, BEING A PART OF LOT 1 OF GODWINS SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0°49'14" WEST ALONG THE WEST LINE OF SAID LOT 1, 110.00 FEET; THENCE NORTH 83°22'21" EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 1, 36.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83°22'21" EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 1, 15.27 FEET; THENCE SOUTH 04°04'48" WEST, 42.56 FEET TO THE NORTH LINE OF A SEWER EASEMENT RECORDED IN DOCUMENT 550277, BOOK 1136, PAGE 396; THENCE NORTH 82°12'35" WEST ALONG SAID NORTH LINE, 15.03 FEET; THENCE NORTH 04°04'48" EAST, 38.75 FEET TO THE POINT OF BEGINNING, CONTAINING 0.014 ACRES, MORE OR LESS.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

Samuel A. [Signature]

*Kelvin [Signature]
dept
217-422-6931*

Dated this 3rd day of November A.D., 2025.

Jody Gurtler (SEAL)

Robert Gurtler (SEAL)

Grantor(s)

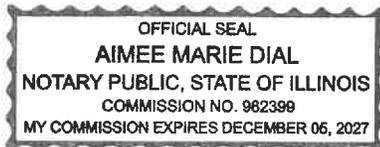
STATE OF ILLINOIS

COUNTY OF MACON

I, Aimee Marie Dial, a Notary Public in and for said County and State, do hereby certify that Jody and Robert Gurtler

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3 day of November, 2025.

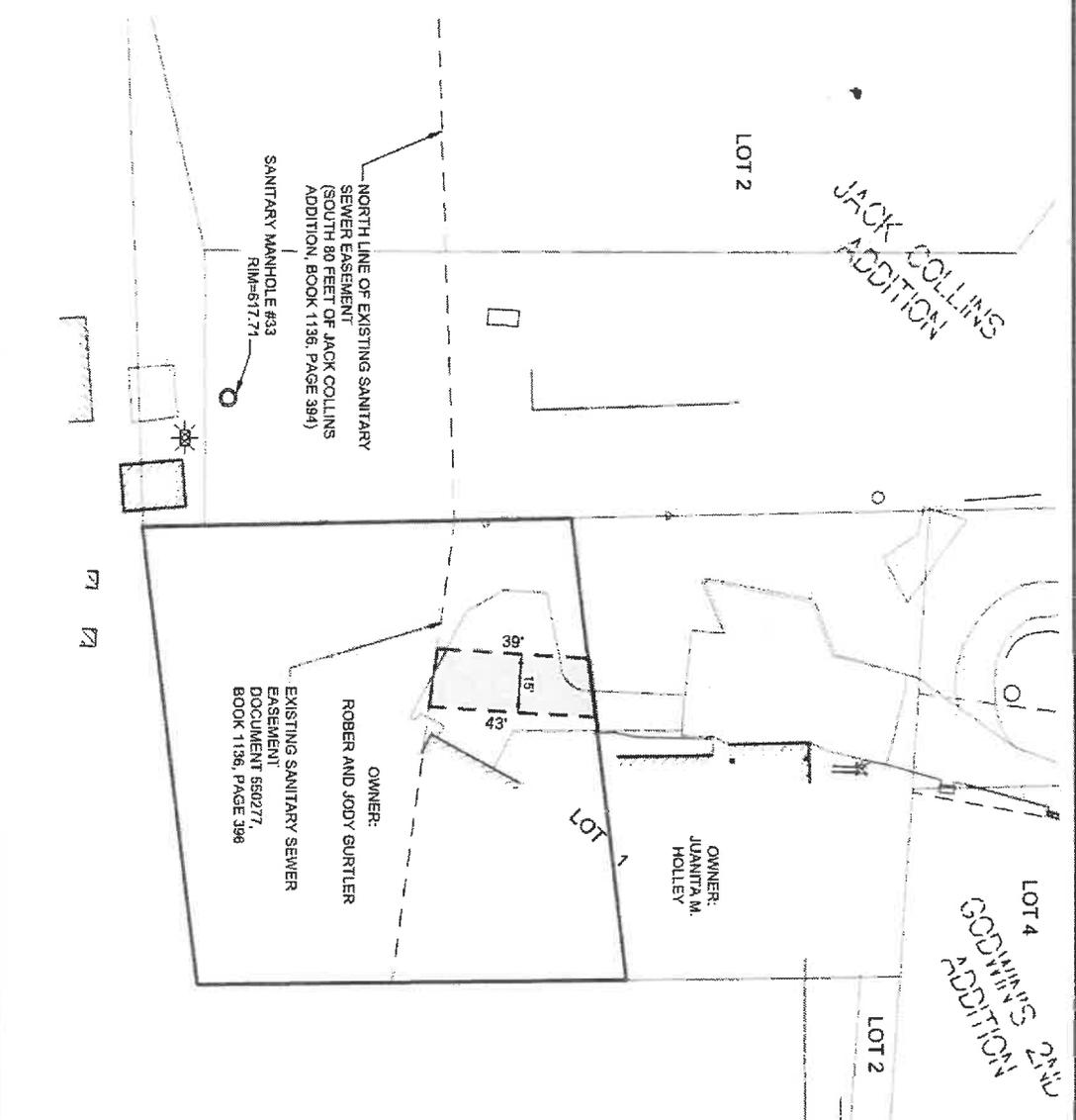


Aimee M. Dial (SEAL)
Aimee Marie Dial

<p>This document, consisting of four pages, was prepared by:</p> <p>Farnsworth Group 2211 WEST BRADLEY AVENUE CHAMPAIGN, ILLINOIS 61821</p>	<p>Return to:</p> <p>Don Miller Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522</p>
---	---

Farnsworth
GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-2008 / info@fng.com

PROPOSED TEMPORARY ACCESS AND
CONSTRUCTION EASEMENT
GODWIN'S 2ND ADDITION



LEGEND
 --- EXISTING EASEMENT LIMITS LINE
 - - - PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
 [] LIMITS LINE
 [] PROPERTY LINE

0 15 30
SCALE: 1"=30'
U.S. SURVEY FEET

OWNERS: ROBERT AND JODY GURTLER
 DESCRIPTION OF PROPERTY

COMMENCING AT THE SOUTHWEST CORNER OF LOT ONE (1) OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER (SE 1/4) AND SOUTHWEST QUARTER (SW 1/4) OF SECTION EIGHT (8), TOWNSHIP SIXTEEN (16) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270 ON PAGE 3 OF THE RECORDS IN THE RECORDERS OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTH 110 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO A POINT ON THE EAST LINE OF SAID LOT 1, 110 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 110 FEET TO THE POINT OF BEGINNING, SITUATED IN MACON COUNTY, ILLINOIS; TOGETHER WITH AN EASEMENT FOR THE RIGHT OF INGRESS AND EGRESS INTO SAID PREMISES HEREIN CONVEYED, OVER PREMISES DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID ADDITION; THENCE SOUTHWEST TO A POINT 110 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1 AND 59.61 FEET EAST OF THE WEST LINE OF SAID LOT 1; THENCE WEST 59.61 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY TO THE POINT OF BEGINNING; AND ALSO AN EASEMENT OVER LOT 2 OF SAID ADDITION FOR WATER WITH THE RIGHT TO USE, WITH OTHERS THE WELL, THEREON, SUBJECT TO AN EASEMENT GRANTED TO OTHERS TO USE PREMISES DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 1; THENCE EASTERLY ALONG THE SOUTH SIDE THEREOF 58.5 FEET; THENCE NORTH 110 FEET TO A POINT LOCATED 59.61 FEET EAST OF THE WEST LINE THEREOF; THENCE WESTERLY TO THE WEST LINE THEREOF TO A POINT 110 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH TO THE PLACE OF BEGINNING, AS INGRESS AND EGRESS TO THE LAKE, WITH THE RIGHT TO USE THE SAME AS PLAYGROUND AND PICNIC GROUND, (EXCEPT COAL AND OTHER MINERALS PREVIOUSLY RESERVED OR CONVEYED AND THE RIGHT TO MINE AND REMOVE THE SAME), SITUATED IN MACON COUNTY, ILLINOIS.

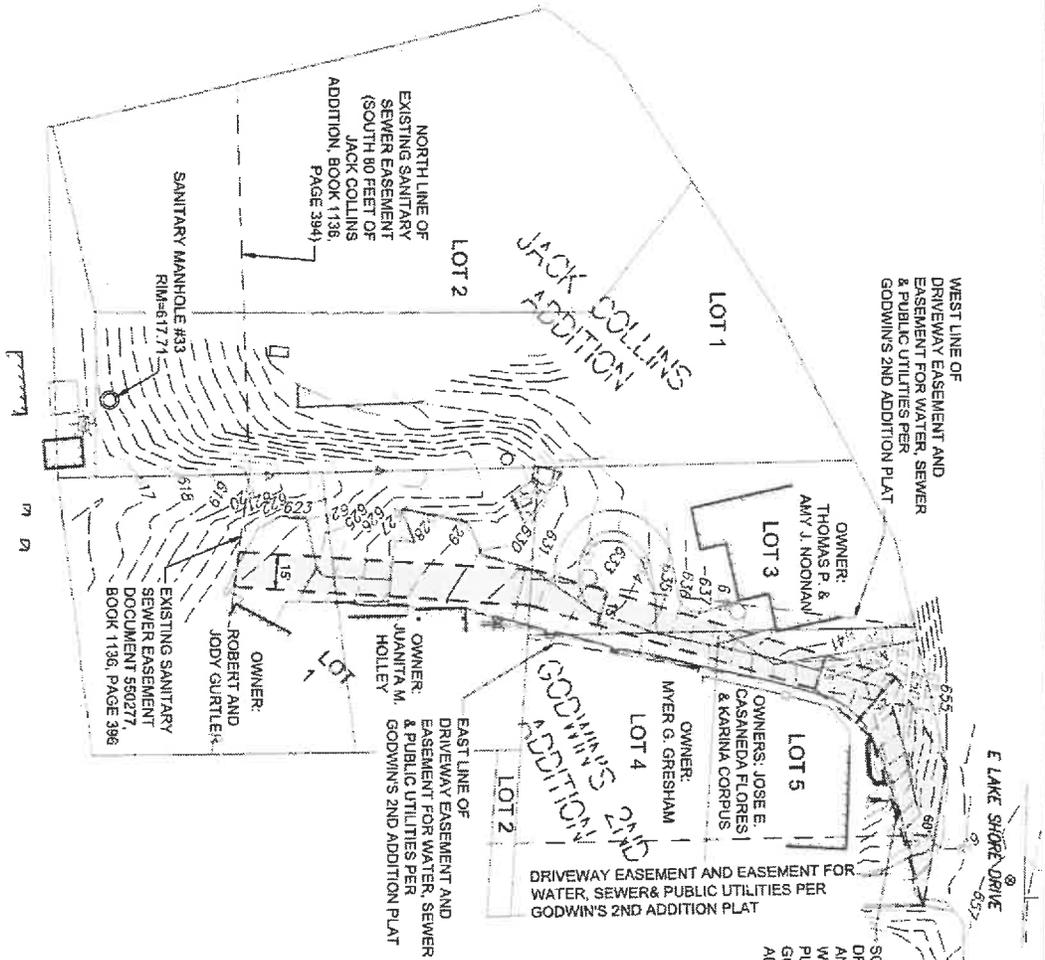
DESCRIPTION OF PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

A 75 FOOT WIDE STRIP OF LAND, BEING A PART OF LOT 1 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0°49'14" WEST ALONG THE WEST LINE OF SAID LOT 1, 110.00 FEET; THENCE NORTH 83°22'21" EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 1, 36.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83°22'21" EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 1, 15.27 FEET; THENCE SOUTH 04°04'48" WEST, 42.56 FEET TO THE NORTH LINE OF A SEWER EASEMENT RECORDED IN DOCUMENT 580277, BOOK 1136, PAGE 396; THENCE NORTH 82°12'35" WEST ALONG SAID NORTH LINE, 15.03 FEET; THENCE NORTH 04°04'48" EAST, 38.75 FEET TO THE POINT OF BEGINNING, CONTAINING 0.014 ACRES, MORE OR LESS.

PROJECT NO.: 02401129.00
 DRAWN: MWC
 REVIEWER: TMH
 DATE: 08/17/2025
 1 OF 1

Farnsworth
GROUP
2221 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(317) 352-7409 / info@fvg.com

PROPOSED TEMPORARY ACCESS AND
CONSTRUCTION EASEMENT
JACK COLLINS ADDITION & GODWIN'S 2ND ADDITION



PROJECT NO.: 02401129.00
DRAWN: MWC
REVIEWED: TVH
DATE: 08/17/2025
1 OF 1

EASTSIDE INTERCEPTOR CIPP REHABILITATION PROJECT
Juanita M. Holley
PIN # 04-13-08-378-005 (464 Lakeview Lane, Decatur IL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Juanita M. Holley, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, ~~20 feet in~~ ^{LSL} ~~width~~, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

ALL OF LOT 1 OF GODWIN'S 2ND ADDITION IN THE SE1/4 OF SWL/4 OF SECTION 8, T.16 N., R. 3 E. OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270 AT PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 THENCE EASTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID LOT TO THE SOUTHEAST CORNER THEREOF, THENCE NORTHERLY 110 FEET UPON AND ALONG THE EAST BOUNDARY LINE OF SAID LOT 1, THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 1 WHICH IS 110 FEET NORTH OF SAID SOUTHWEST CORNER OF SAID LOT 1, THENCE SOUTH UPON AND ALONG SAID WEST LINE TO THE PLACE OF BEGINNING, AND INCLUDING AN EASEMENT FOR DRIVEWAY PURPOSES AND FOR WATER AND SEWER PIPES AND PUBLIC UTILITIES IN, OVER AND UPON THE REAL ESTATE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID GODWIN'S SECOND ADDITION,

THENCE NORTHEASTERLY TO A POINT ON THE SOUTH LINE OF LAKE SHORE DRIVE, WHICH IS 37 FEET NORTHEAST OF THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTHWESTERLY ALONG SAID LINE TO THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 3 WHICH IS 25 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF, THENCE EASTERLY 25 FEET TO THE POINT OF BEGINNING AND ALSO BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID LAKE SHORE DRIVE NORTH 76 DEGREES 20 MINUTES EAST 59.54 FEET, THENCE SOUTH 80 DEGREES 40 MINUTES EAST 30.3 FEET, THENCE SOUTHWESTERLY TO A POINT ON THE EAST LINE OF SAID LOT 3, WHICH IS 25 FEET SOUTH OF THE NORTHEASTERLY CORNER THEREOF, THENCE NORTH TO THE PLACE OF BEGINNING,

AND ALSO AN EASEMENT FOR DRIVEWAY PURPOSES AND FOR RIGHT OF INGRESS AND EGRESS TO LAKE DECATUR FOR PLAYGROUND AND PICNIC GROUND PURPOSES ON AN OVER THE REAL ESTATE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY LINE THEREOF 58.5 FEET, THENCE NORTH 110 FEET TO A POINT LOCATED 59.61 FEET NORTHEASTERLY OF THE WEST LINE OF SAID LOT 1, THENCE SOUTHWESTERLY TO A POINT ON SAID WEST LINE OF SAID LOT 1 WHICH IS 110 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE SOUTH TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

AND

LOT 2 OF GODWIN'S 2ND ADDITION IN THE SE 1/4 OF SW1/4 OF SECTION 8, T. 16 N., R. 3 E. OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270 AT PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

A 15 FOOT WIDE STRIP OF LAND, BEING A PART OF LOT 1 OF GODWINS SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE MACON COUNTY RECORDER'S OFFICE; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 86°09'16" EAST ALONG THE NORTH LINE OF SAID LOT 1, 43.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86°09'16" EAST ALONG SAID NORTH LINE, 15.00 FEET; THENCE SOUTH 04°04'48" WEST, 82.52 FEET; THENCE SOUTH 83°22'21" WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 1, 15.27 FEET; THENCE NORTH 04°04'48" EAST, 85.29 FEET TO THE POINT OF BEGINNING, CONTAINING 0.029 ACRES, MORE OR LESS.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

Dated this 6 day of NOVEMBER, 2025.

Juanita M. Holley (SEAL)

Grantor(s)

STATE OF ILLINOIS
COUNTY OF MACON

I, Lucinda J. Largent
~~Juanita Holley~~ a Notary Public in and for said County and

State, do hereby certify that Juanita Holley

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

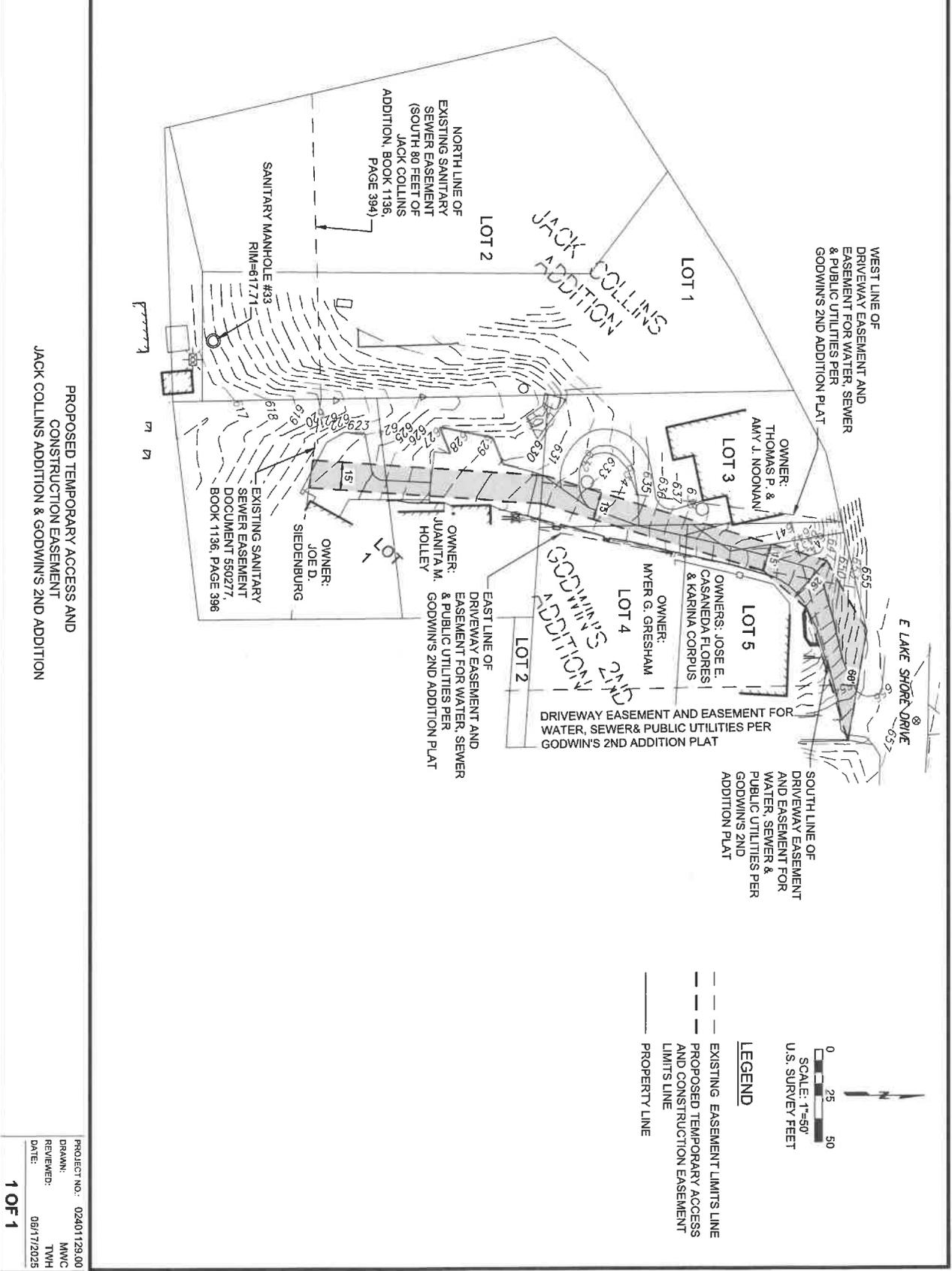
Given under my hand and Notarial Seal this 6th day of November, 2025.



Lucinda J. Largent (SEAL)

<p>This document, consisting of four pages, was prepared by:</p> <p>Farnsworth Group 2211 WEST BRADLEY AVENUE CHAMPAIGN, ILLINOIS 61821</p>	<p>Return to:</p> <p>Don Miller Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522</p>
---	---

Farnsworth
 GROUP
 2211 WEST BRADLEY AVENUE
 CHAMPAIGN, ILLINOIS 61821
 (217) 352-7408 / info@f-w.com



PROPOSED TEMPORARY ACCESS AND
 CONSTRUCTION EASEMENT
 JACK COLLINS ADDITION & GODWIN'S 2ND ADDITION

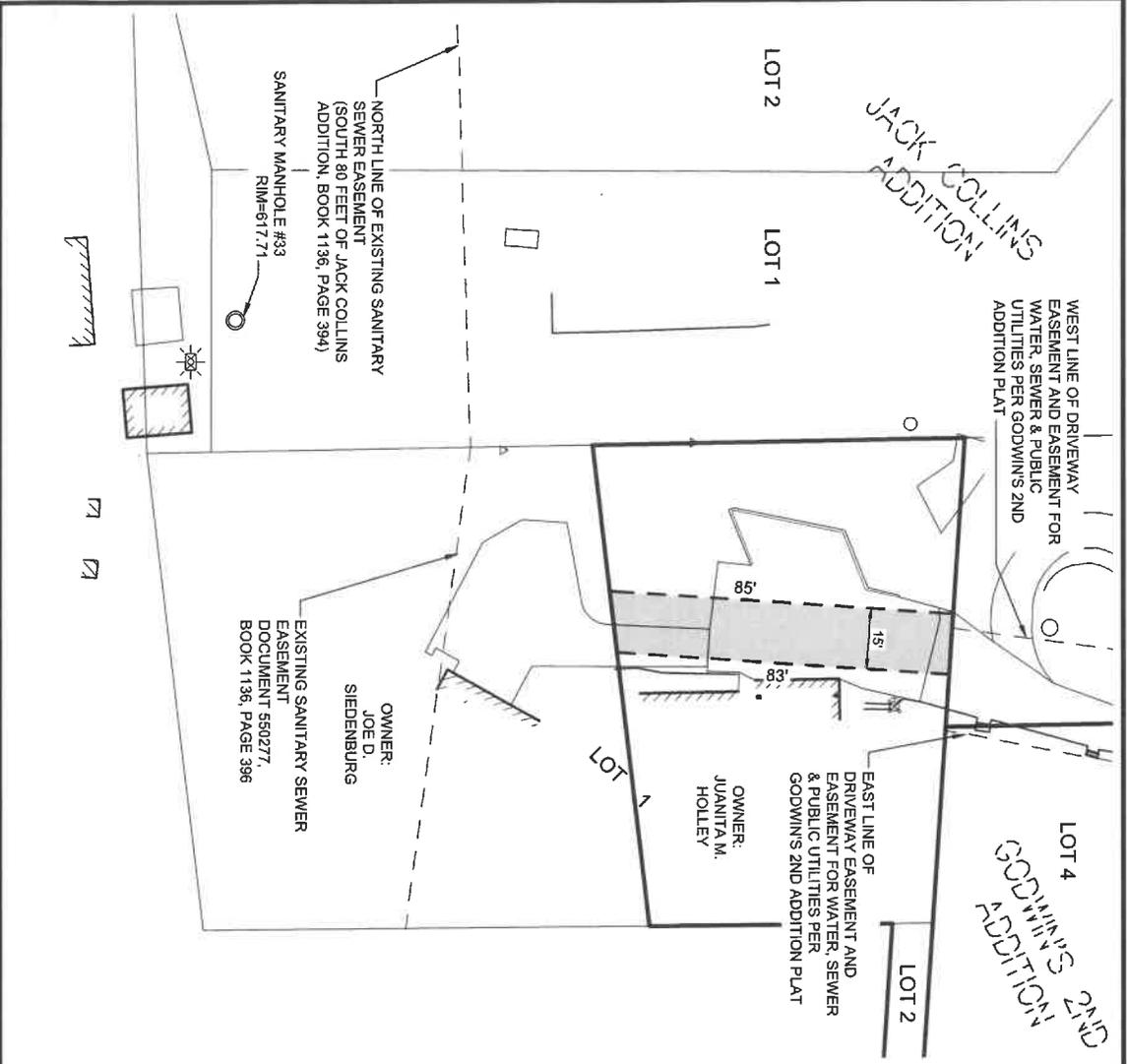
PROJECT NO.: 02401129.00
 DRAWN: MNC
 REVIEWED: TWH
 DATE: 06/17/2025
1 OF 1

LEGEND
 - - - EXISTING EASEMENT LIMITS LINE
 - - - PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT LIMITS LINE
 _____ PROPERTY LINE

0 25 50
 SCALE: 1"=50'
 U.S. SURVEY FEET

Farnsworth
GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com

PROPOSED TEMPORARY ACCESS AND
CONSTRUCTION EASEMENT
GODWIN'S 2ND ADDITION



LEGEND

- EXISTING EASEMENT LIMITS LINE
- - - PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
- PROPERTY LINE

MH 33

OWNERS: JUANITA M. HOLLEY

DESCRIPTION OF PROPERTY

ALL OF LOT 1 OF GODWIN'S 2ND ADDITION IN THE SE1/4 OF SW1/4 OF SECTION 8, T. 16 N., R. 3 E. OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270 AT PAGE 3 OF THE RECORDS IN THE RECORDERS OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 THENCE EASTERLY ALONG THE SOUTH BOUNDARY LINE OF SAID LOT TO THE SOUTHEAST CORNER THEREOF, THENCE NORTHERLY 110 FEET UPON AND ALONG THE EAST BOUNDARY LINE OF SAID LOT 1, THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 1 WHICH IS 110 FEET NORTH OF SAID SOUTHWEST CORNER OF SAID LOT 1, THENCE SOUTH UPON AND ALONG SAID WEST LINE TO THE PLACE OF BEGINNING, AND INCLUDING AN EASEMENT FOR DRIVEWAY PURPOSES AND FOR WATER AND SEWER PIPES AND PUBLIC UTILITIES IN, OVER AND UPON THE REAL ESTATE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID GODWIN'S SECOND ADDITION, THENCE NORTHEASTERLY TO A POINT ON THE SOUTH LINE OF LAKE SHORE DRIVE, WHICH IS 37 FEET NORTHEAST OF THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTHWESTERLY ALONG SAID LINE TO THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 3 WHICH IS 25 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF, THENCE EASTERLY 25 FEET TO THE POINT OF BEGINNING AND ALSO BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID LAKE SHORE DRIVE NORTH 76 DEGREES 20 MINUTES EAST 59.54 FEET, THENCE SOUTH 80 DEGREES 40 MINUTES EAST 30.3 FEET, THENCE SOUTHWESTERLY TO A POINT ON THE EAST LINE OF SAID LOT 3 WHICH IS 25 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE NORTH TO THE PLACE OF BEGINNING, AND ALSO AN EASEMENT FOR DRIVEWAY PURPOSES AND FOR RIGHT OF INGRESS AND EGRESS TO LAKE DECATUR FOR PLAYGROUND AND PICNIC GROUND PURPOSES ON AN OVER THE REAL ESTATE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY LINE THEREOF 58.5 FEET, THENCE NORTH 110 FEET TO A POINT LOCATED 58.61 FEET NORTHEASTERLY OF THE WEST LINE OF SAID LOT 1, THENCE SOUTHWESTERLY TO A POINT ON SAID WEST LINE OF SAID LOT 1 WHICH IS 110 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE SOUTH TO THE POINT OF BEGINNING, SITUATED IN MACON COUNTY, ILLINOIS.

DESCRIPTION OF PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

A 15 FOOT WIDE STRIP OF LAND, BEING A PART OF LOT 1 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE MACON COUNTY RECORDERS OFFICE, COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 86°09'16" EAST ALONG THE NORTH LINE OF SAID LOT 1, 43.47 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 86°09'16" EAST ALONG SAID NORTH LINE, 15.00 FEET, THENCE SOUTH 04°04'48" WEST, 82.52 FEET, THENCE SOUTH 83°22'21" WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 1, 15.27 FEET, THENCE NORTH 04°04'48" EAST, 85.29 FEET TO THE POINT OF BEGINNING, CONTAINING 0.029 ACRES, MORE OR LESS.

PROJECT NO.: 02401129.00
DRAWN: MMC
REVIEWED: THH
DATE: 06/17/2025
1 OF 1

EASTSIDE INTERCEPTOR CIPP REHABILITATION PROJECT
White Fence Properties, LLC
PIN # 04-13-08-378-003 (475 Park Lane Ct, Decatur IL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

White Fence Properties, LLC, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, 20 foot in width, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

LOT FOUR (4) OF GODWIN'S 2ND ADDITION, AS PER PLAT RECORDED IN BOOK 1270, ON PAGE 3 IN THE RECORDER'S OFFICE OF MACON COUNTY

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

A PART OF LOT 4 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE MACON COUNTY RECORDER'S OFFICE; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4;

THENCE SOUTH 86°09'00" EAST ALONG THE NORTH LINE OF SAID LOT 4, 12.16 FEET;

THENCE SOUTH 16°58'54" WEST, 39.64 FEET TO THE WEST LINE OF SAID LOT 4;

THENCE NORTH 00°49'08" WEST ALONG SAID WEST LINE, 38.73 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.005 ACRES, MORE OR LESS.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove landscape items including shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(4a.) The contractor performing the work on behalf of Grantee shall have the obligation to video the easement area prior to work and following construction restore the site to its original condition. Any tree removal shall be documented with owner as to type and caliper prior to removal. Where tree trimming is required, contractor shall coordinate with a certified arborist and the homeowner prior to trimming activity.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

Dated this 9th day of February A.D., 2026.

[Signature] (SEAL)

(SEAL)
Grantor(s)

STATE OF ILLINOIS

COUNTY OF MACON

, Breanna Wren, a Notary Public in and for said County and

State, do hereby certify that

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of February, 2026.

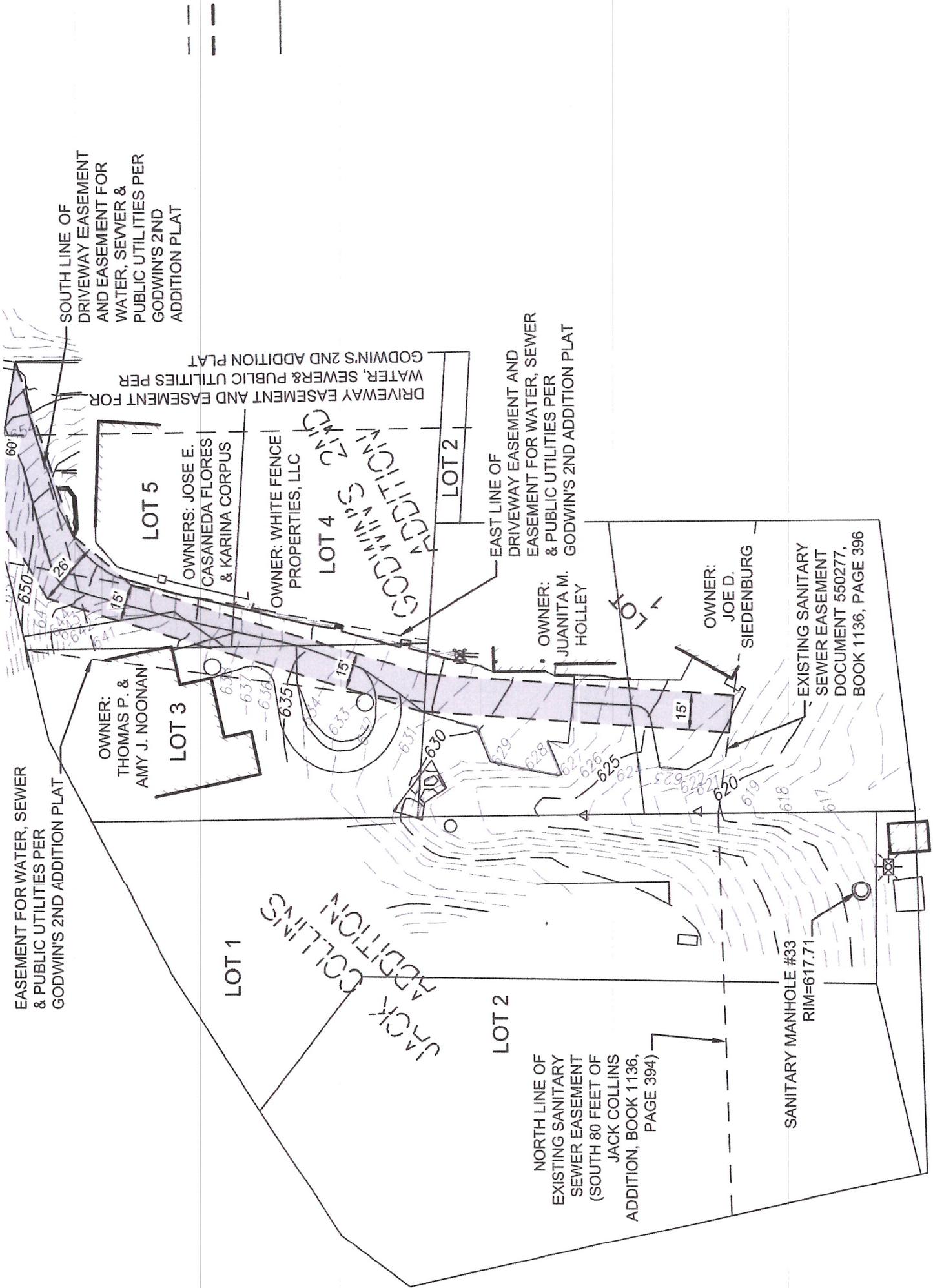


Breanna Wren (SEAL)

<p>This document, consisting of four pages, was prepared by:</p> <p>Farnsworth Group 2211 WEST BRADLEY AVENUE CHAMPAIGN, ILLINOIS 61821</p>	<p>Return to:</p> <p>Don Miller Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522</p>
---	---

EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT

SOUTH LINE OF DRIVEWAY EASEMENT AND EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT



LOT 1

JACK COLLINS
ADDITION

LOT 2

NORTH LINE OF
EXISTING SANITARY
SEWER EASEMENT
(SOUTH 80 FEET OF
JACK COLLINS
ADDITION, BOOK 1136,
PAGE 394)

SANITARY MANHOLE #33
RIM=617.71

OWNER:
THOMAS P. &
AMY J. NOONAN

LOT 3

OWNERS: JOSE E.
CASANEDA FLORES
& KARINA CORPUS

OWNER: WHITE FENCE
PROPERTIES, LLC

LOT 4
GODWIN'S 2ND
ADDITION

LOT 2

EAST LINE OF
DRIVEWAY EASEMENT AND
EASEMENT FOR WATER, SEWER
& PUBLIC UTILITIES PER
GODWIN'S 2ND ADDITION PLAT

OWNER:
JUANITA M.
HOLLEY

LOT 5

OWNER:
JOE D.
SIEDENBURG

EXISTING SANITARY
SEWER EASEMENT
DOCUMENT 550277,
BOOK 1136, PAGE 396



EASTSIDE INTERCEPTOR CIPP REHABILITATION PROJECT
JOSE E. CASANEDA FLORES & KARINA CORPUS
PIN # 04-13-08-378-002 (4095 E Park Lane, Decatur IL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JOSE E. CASANEDA FLORES & KARINA CORPUS, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, 20 foot in width, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

LOT 5 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

EXCEPT:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 OF GODWIN'S SECOND ADDITION, THENCE NORTH 76°20'00" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 5, 5.74 FEET; THENCE SOUTH 10°51'45" EAST 61.98 FEET; THENCE SOUTH 78°59'06" WEST, 17.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 02°33'42" WEST ALONG THE SAID WEST LINE OF LOT 5, 80.46 FEET TO THE POINT OF BEGINNING.

ALL SITUATED IN MACON COUNTY, ILLINOIS.

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

A PART OF LOT 5 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE MACON COUNTY RECORDER'S OFFICE;

BEGINNING THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 72°28'54" WEST, 74.76 FEET; THENCE SOUTH 41°10'25" WEST, 31.14 FEET; THENCE SOUTH 17°01'53" WEST, 43.32 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 86°09'00" WEST ALONG SAID SOUTH LINE, 12.16 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTH 00°49'08" WEST ALONG SAID WEST LINE, 2.73 FEET TO THE SOUTHEASTERLY LINE OF A TRACT RECORDED IN DOCUMENT 1439038, BOOK 2666, PAGE 811 OF SAID RECORDER'S OFFICE;

THENCE NORTH 34°57'23" EAST ALONG SAID SOUTHEASTERLY LINE, 24.94 FEET; THENCE NORTH 09°07'11" WEST ALONG THE EASTERLY LINE OF SAID TRACT, 22.78 FEET; THENCE NORTH 16°58'54" EAST, 30.33 FEET; THENCE NORTH 59°27'43" EAST, 43.62 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 5;

THENCE SOUTH 80°11'27" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 5, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF PARK LANE, 60.42 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.059 ACRES, MORE OR LESS.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

Dated this 19th day of February A.D., 2026.

Jose Casaneda Flores (SEAL)

Karina Corpus (SEAL)
Grantor(s)

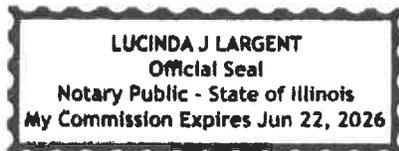
STATE OF ILLINOIS

COUNTY OF MACON

I, Lucinda J. Largent, a Notary Public in and for said County and State, do hereby certify that Jose E. Casaneda Flores & Karina Corpus

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of February, 2026.

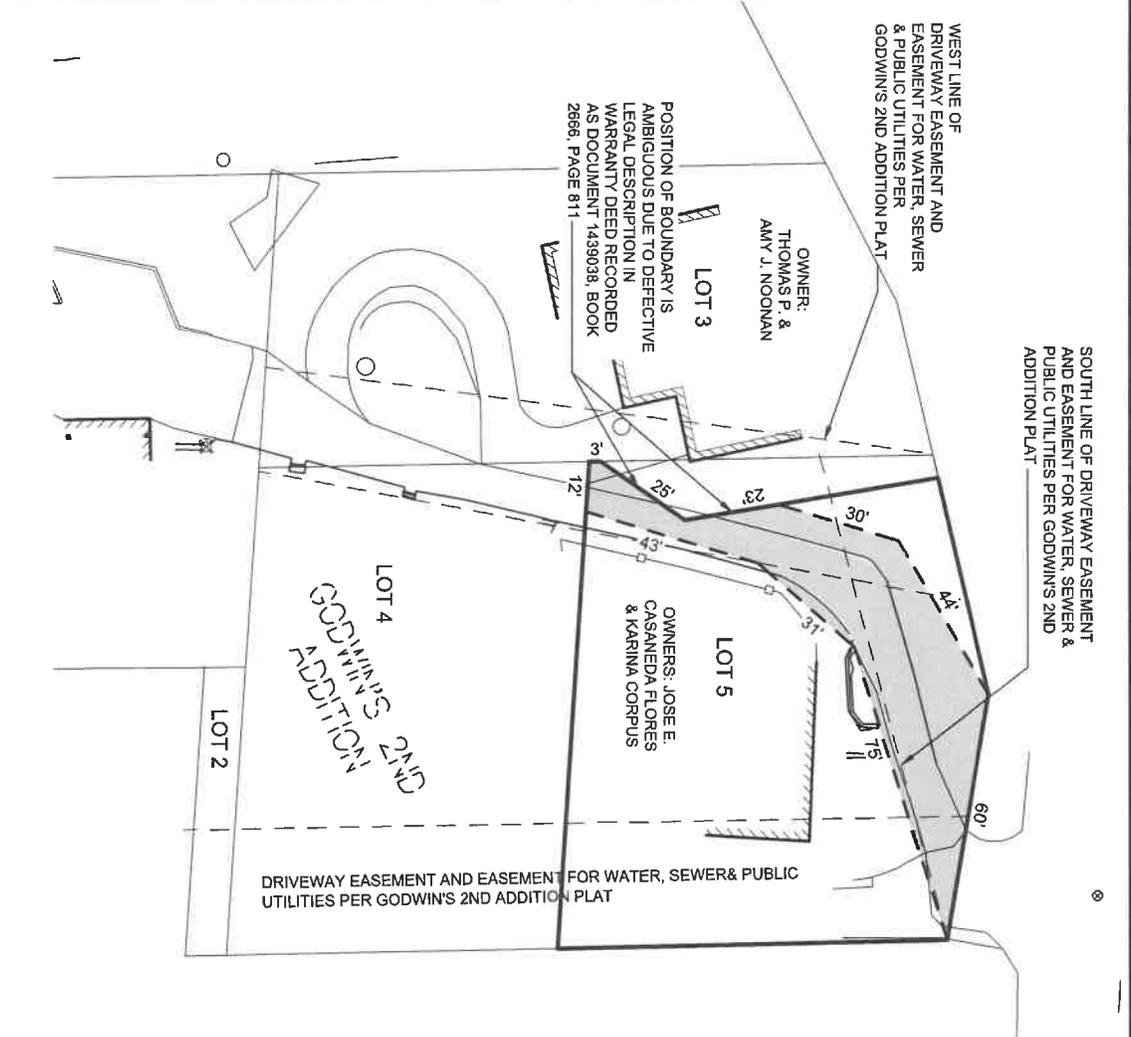


Lucinda J. Largent (SEAL)

<p>This document, consisting of four pages, was prepared by:</p> <p>Farnsworth Group 2211 WEST BRADLEY AVENUE CHAMPAIGN, ILLINOIS 61821</p>	<p>Return to:</p> <p>Don Miller Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522</p>
---	---

Farnsworth
GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com

PROPOSED TEMPORARY ACCESS AND
CONSTRUCTION EASEMENT
GODWIN'S 2ND ADDITION



SOUTH LINE OF DRIVEWAY EASEMENT AND EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT

WEST LINE OF DRIVEWAY EASEMENT AND EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT

POSITION OF BOUNDARY IS AMBIGUOUS DUE TO DEFECTIVE LEGAL DESCRIPTION IN WARRANTY DEED RECORDED AS DOCUMENT 1439038, BOOK 2666, PAGE 811

OWNER: THOMAS P. & AMY J. NOONAN

OWNERS: JOSE E. CASANEDA FLORES & KARINA CORPUS

DRIVEWAY EASEMENT AND EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT

LEGEND

- EXISTING EASEMENT LIMITS LINE
- PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT LIMITS LINE
- PROPERTY LINE

0 15 30
SCALE: 1"=30'
U.S. SURVEY FEET

MH 33

OWNERS: JOSE E. CASANEDA FLORES & KARINA CORPUS

DESCRIPTION OF PROPERTY

LOT 5 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

EXCEPT:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 OF GODWIN'S SECOND ADDITION, THENCE NORTH 76°20'00" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 5, 5.74 FEET; THENCE SOUTH 10°51'45" EAST 61.98 FEET; THENCE SOUTH 78°59'06" WEST, 17.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 02°33'42" WEST ALONG THE SAID WEST LINE OF LOT 5, 80.46 FEET TO THE POINT OF BEGINNING.

ALL SITUATED IN MACON COUNTY, ILLINOIS.

DESCRIPTION OF PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

A PART OF LOT 5 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE MACON COUNTY RECORDER'S OFFICE;

BEGINNING THE NORTHEAST CORNER OF SAID LOT 5;

THENCE SOUTH 72°28'54" WEST, 74.76 FEET;

THENCE SOUTH 41°10'25" WEST, 31.14 FEET;

THENCE SOUTH 17°01'53" WEST, 43.32 FEET TO THE SOUTH LINE OF SAID LOT 5;

THENCE NORTH 86°09'00" WEST ALONG SAID SOUTH LINE, 12.16 FEET TO THE WEST LINE OF SAID LOT 5;

THENCE NORTH 00°49'08" WEST ALONG SAID WEST LINE, 2.73 FEET TO THE SOUTHEASTLY LINE OF A TRACT RECORDED IN DOCUMENT 1439038, BOOK 2666, PAGE 811 OF SAID RECORDER'S OFFICE;

THENCE NORTH 34°57'23" EAST ALONG SAID SOUTHEASTLY LINE, 24.94 FEET;

THENCE NORTH 09°07'11" WEST ALONG THE EASTERLY LINE OF SAID TRACT, 22.78 FEET;

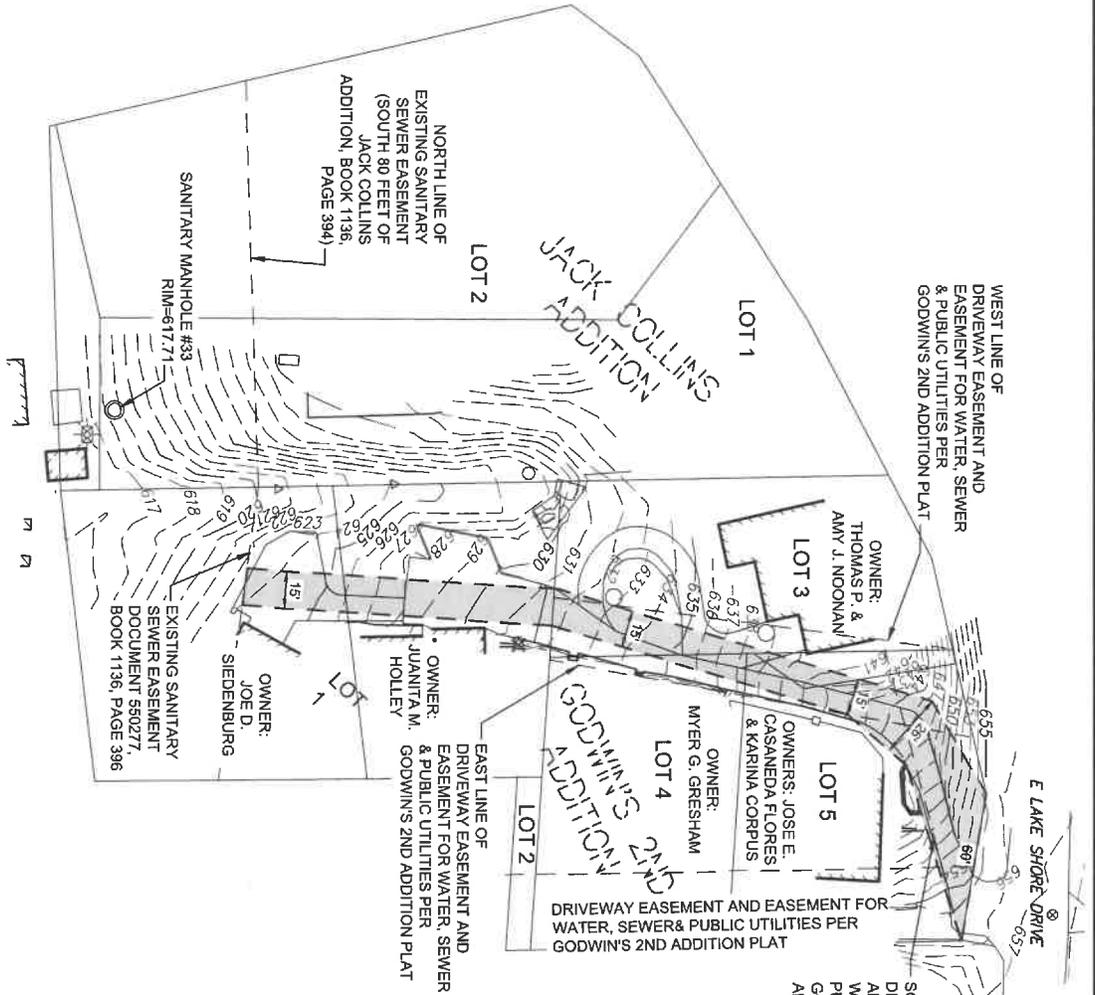
THENCE NORTH 16°58'54" EAST, 30.33 FEET;

THENCE NORTH 59°27'43" EAST, 43.62 FEET TO THE NORTHERMOST CORNER OF SAID LOT 5;

THENCE SOUTH 80°11'27" EAST ALONG THE NORTHEASTLY LINE OF SAID LOT 5, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF PARK LANE, 60.42 FEET TO THE POINT OF BEGINNING, CONTAINING 0.059 ACRES, MORE OR LESS.

PROJECT NO.: 02401129.00
DRAWN: MWC
REVIEWED: TMH
DATE: 06/17/2025

PROPOSED TEMPORARY ACCESS AND
CONSTRUCTION EASEMENT
JACK COLLINS ADDITION & GODWIN'S 2ND ADDITION



EASTSIDE INTERCEPTOR CIPP REHABILITATION PROJECT
Thomas P & Amy J Noonan
PIN # 04-13-08-378-001 (4091 E Park Lane, Decatur IL)

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Thomas P and Amy J Noonan, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, ~~20~~ ²⁰ ~~foot in width~~, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

LOT THREE (3) OF GODWIN'S SECOND ADDITION TO THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

AND

A PART OF LOT FIVE (5) OF GODWIN'S SECOND ADDITION TO THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 OF GODWIN'S SECOND ADDITION, THENCE NORTH 76°20'00" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 5, 5.74 FEET; THENCE SOUTH 10°51'45" EAST 61.98 FEET; THENCE SOUTH 78°59'06" WEST, 17.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 02°33'42" WEST ALONG THE SAID WEST LINE OF LOT 5, 80.46 FEET TO THE POINT OF BEGINNING. ALL SITUATED IN MACON COUNTY, ILLINOIS.

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

A 15 FOOT WIDE STRIP OF LAND, BEING A PART OF LOTS 3 AND 5 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE MACON COUNTY RECORDER'S OFFICE;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 86°09'16" EAST ALONG THE SOUTH LINE OF SAID LOT 3, 43.47 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 04°04'48" EAST, 1.76 FEET; THENCE NORTH 16°58'54" EAST, 127.59 FEET TO THE EASTERLY LINE OF A TRACT RECORDED IN DOCUMENT 1439038, BOOK 2666, PAGE 811 OF SAID RECORDER'S OFFICE;

THENCE SOUTH 09°07'11" EAST ALONG SAID EASTERLY LINE, 22.78 FEET; THENCE SOUTH 34°57'23" WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, 24.94 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00°49'08" EAST ALONG SAID EAST LINE, 41.46 FEET; THENCE SOUTH 16°58'54" WEST, 42.24 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 86°09'16" WEST ALONG SAID SOUTH LINE, 15.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.029 ACRES, MORE OR LESS.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

Dated this 17th day of November, 2025.

[Signature] (SEAL)

[Signature] (SEAL)
Grantor(s)

STATE OF ILLINOIS

COUNTY OF MACON

I, Danielle Diskey, a Notary Public in and for said County and State, do hereby certify that Thomas Noonan and Amy Noonan

who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

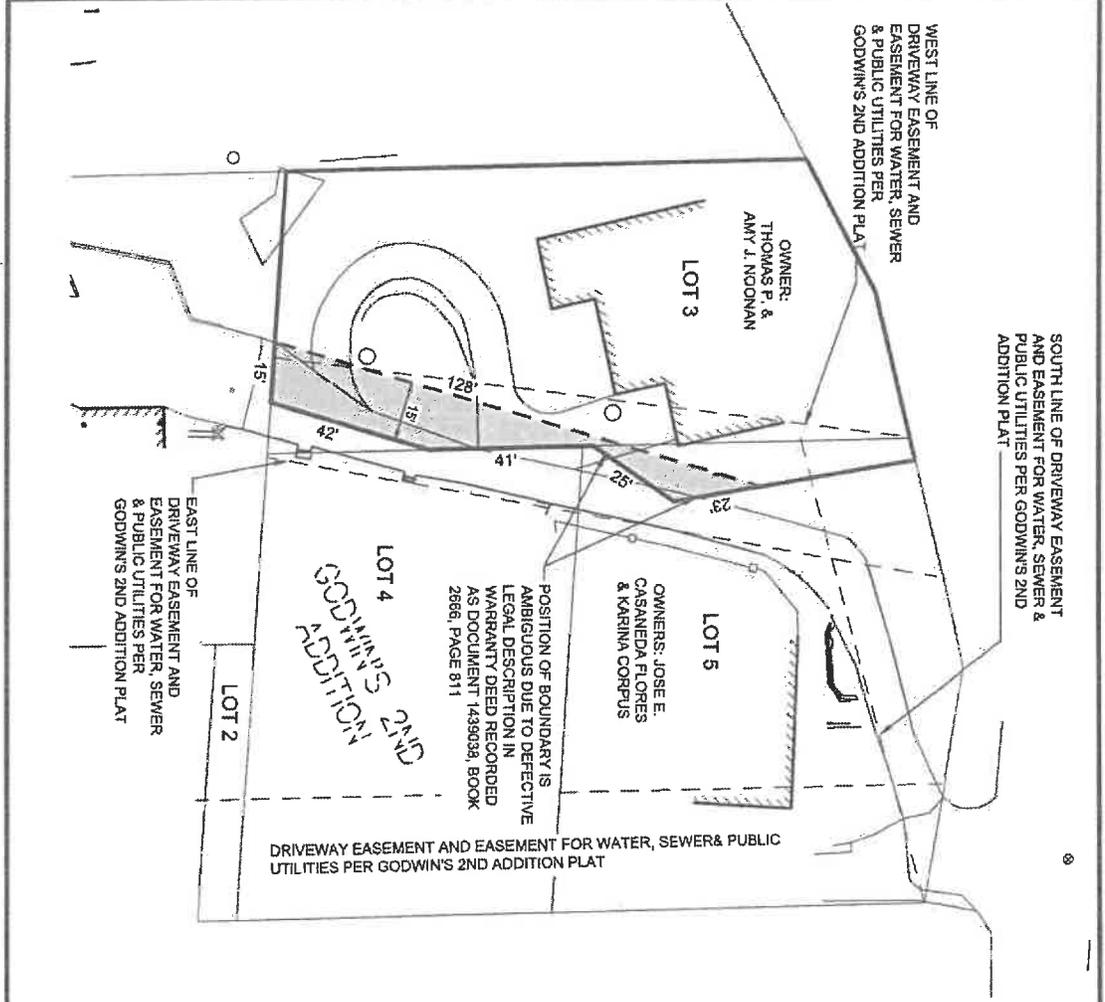
Given under my hand and Notarial Seal this 17th day of November, 2025.



[Signature] (SEAL)

<p>This document, consisting of four pages, was prepared by:</p> <p>Farnsworth Group 2211 WEST BRADLEY AVENUE CHAMPAIGN, ILLINOIS 61821</p>	<p>Return to:</p> <p>Don Miller Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522</p>
---	---

Farnsworth
GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com



PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT GODWIN'S 2ND ADDITION

SOUTH LINE OF DRIVEWAY EASEMENT AND EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT

WEST LINE OF DRIVEWAY EASEMENT AND EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT

EAST LINE OF DRIVEWAY EASEMENT AND EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT

DRIVEWAY EASEMENT AND EASEMENT FOR WATER, SEWER & PUBLIC UTILITIES PER GODWIN'S 2ND ADDITION PLAT

POSITION OF BOUNDARY IS AMBIGUOUS DUE TO DEFECTIVE LEGAL DESCRIPTION IN WARRANTY DEED RECORDED AS DOCUMENT 1439038, BOOK 2886, PAGE 811

LOT 4
GODWIN'S 2ND
ADDITION

OWNER:
THOMAS P. &
AMY J. NOONAN

OWNERS: JOSE E.
CASANEDA FLORES
& KARINA CORPUS

LEGEND

- EXISTING EASEMENT LIMITS LINE
- - - PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT
- PROPERTY LINE



OWNERS: THOMAS P. & AMY J. NOONAN

DESCRIPTION OF PROPERTY

LOT THREE (3) OF GODWIN'S SECOND ADDITION TO THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

AND
A PART OF LOT FIVE (5) OF GODWIN'S SECOND ADDITION TO THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 OF GODWIN'S SECOND ADDITION, THENCE NORTH 78°20'00" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 5, 37.4 FEET; THENCE SOUTH 10°51'45" EAST 61.98 FEET; THENCE SOUTH 78°39'06" WEST, 17.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 02°33'42" WEST ALONG THE SAID WEST LINE OF LOT 5, 80.46 FEET TO THE POINT OF BEGINNING.
ALL SITUATED IN MACON COUNTY, ILLINOIS.

DESCRIPTION OF PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

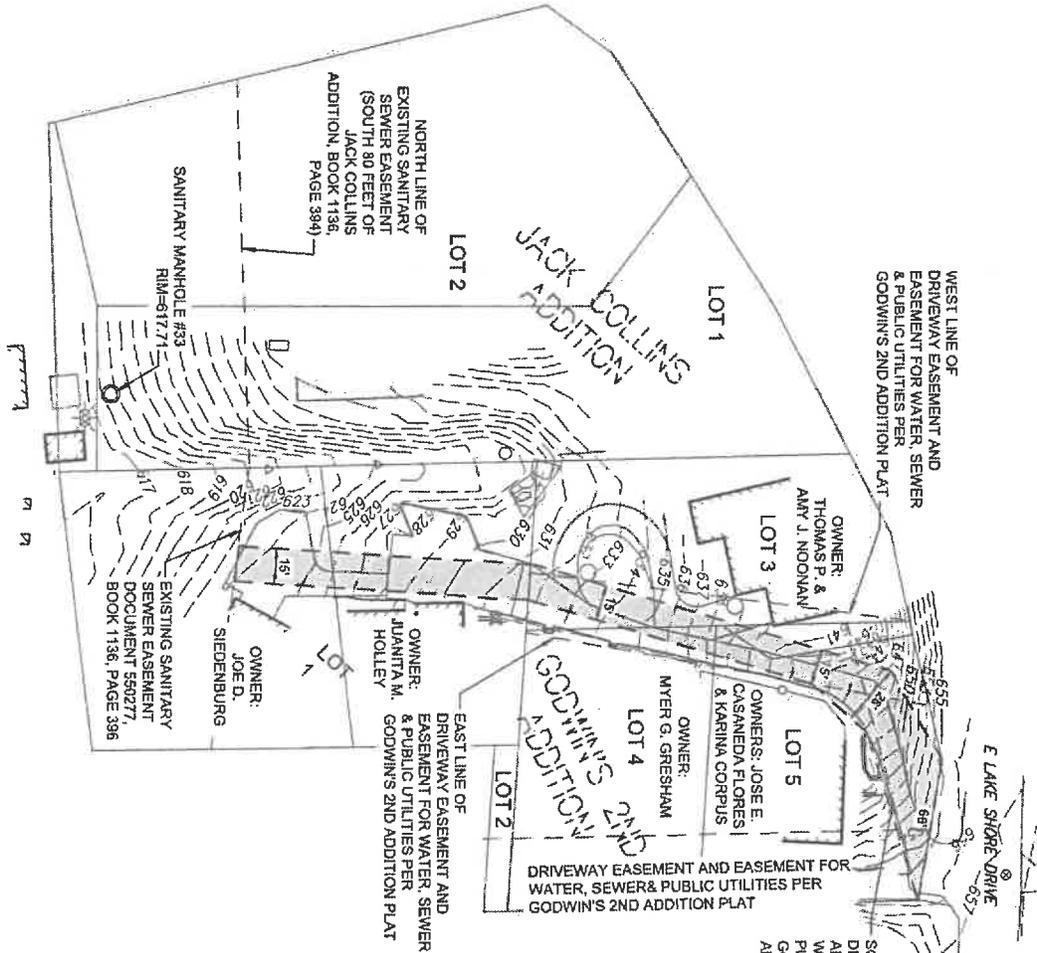
A 16 FOOT WIDE STRIP OF LAND, BEING A PART OF LOTS 3 AND 5 OF GODWIN'S SECOND ADDITION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 1270, PAGE 3 OF THE MACON COUNTY RECORDERS OFFICE:

- COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3;
- THENCE SOUTH 88°09'16" EAST ALONG THE SOUTH LINE OF SAID LOT 3, 43.47 FEET TO THE POINT OF BEGINNING;
- THENCE NORTH 04°04'48" EAST, 1.76 FEET;
- THENCE NORTH 16°58'54" EAST, 127.59 FEET TO THE EASTERLY LINE OF A TRACT RECORDED IN DOCUMENT 1439038, BOOK 2886, PAGE 811 OF SAID RECORDER'S OFFICE;
- THENCE SOUTH 09°07'11" EAST ALONG SAID EASTERLY LINE, 22.78 FEET;
- THENCE SOUTH 34°57'23" WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, 24.94 FEET TO THE EAST LINE OF SAID LOT 3;
- THENCE SOUTH 00°49'08" EAST ALONG SAID EAST LINE, 41.46 FEET;
- THENCE SOUTH 18°58'54" WEST, 42.24 FEET TO THE SOUTH LINE OF SAID LOT 3;
- THENCE NORTH 88°09'18" WEST ALONG SAID SOUTH LINE, 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.029 ACRES, MORE OR LESS.

PROJECT NO.: 02401129.00
DRAWN: MNC
REVISIONS: THH
DATE: 06/17/2025
1 OF 1

Farnsworth
GROUP
2211 WEST BRADLEY AVENUE
CHAMPAIGN, ILLINOIS 61821
(217) 352-7408 / info@f-w.com

PROPOSED TEMPORARY ACCESS AND
CONSTRUCTION EASEMENT
JACK COLLINS ADDITION & GODWIN'S 2ND ADDITION



0 25 50
SCALE: 1"=50'
U.S. SURVEY FEET

LEGEND

- EXISTING EASEMENT LIMITS LINE
- PROPOSED TEMPORARY ACCESS AND CONSTRUCTION EASEMENT LIMITS LINE
- PROPERTY LINE

PROJECT NO.: 02401129.00
DRAWN: MWC
REVIEWED: TWH
DATE: 06/17/2025

1 OF 1

Sanitary District of Decatur
 CONTRACTOR PROPOSAL - BID TABULATION

Project: 25ENG22 Neuros Blower #5 Replacement
 Bid Date: 3/5/2026
 Bid Time: 10:00 AM

Item #	Pay Item	QTY	JOM	Engineers Estimate		Grunloh Building		Korte-Luitjohn		Burdick Plumbing & Heating	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Misc. Owner Contingency Procure, install, and commission all materials, services, appurtenances, and electrical necessary to commission Blower consistent with plans and specs and in accordance with manufacturer checkout.	1	LS	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
2		1	LS	\$ 209,218	\$ 209,218	\$ 227,696.70	\$ 227,697	\$ 349,400	\$ 349,400	\$ 270,618	\$ 270,618
TOTAL BID AS READ:				\$ 214,218.00		\$ 232,697		\$ 354,400		\$ 275,618	

PROFESSIONAL SERVICES AGREEMENT

SRF Funding Coordination (“Project”)

This Agreement is by and between

Decatur Sanitary District (“Client”)

501 Dipper Lane
Decatur, IL 62522

and

Clark Dietz, Inc. (“Clark Dietz”)

125 West Church Street
Champaign, IL 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

Agreed to by Clark Dietz

By: _____

By: 

Title: _____

Title: Vice President

Date: _____

Date: 3/11/2026

PART I
SERVICES BY CLARK DIETZ

A. Project Description

Prepare funding nomination forms, facility plan, and WPCLP loan application and associated certifications for the Phase 1 Nutrient Reduction Improvement Project as described in Exhibit 1.

B. Scope

A detailed breakdown of the scope is provided in Exhibit 1.

C. Schedule

A detailed breakdown of the scope is provided in Exhibit 1.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
3. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

The tasks below can be performed for an additional fee:

1. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services;
2. Preparation of assessment roles or schedules;
3. Geotechnical investigations;
4. Processing of Federal permits
5. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities;
6. Cultural, historic, archaeological, or wetland assessment investigations or remediation activities;
7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request.

The list above is not all-inclusive.

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Don Miller.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$53,820, and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

2. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
 - b. If payment in full is not received by Clark Dietz within 45 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to

compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

d. Client shall make payments to Clark Dietz using one of the following methods:

1) CLARK DIETZ LOCKBOX:

Clark Dietz, Inc.
125 West Church Street
Champaign, IL 61820

2) ELECTRONIC FUNDS/ACH PAYMENT:

Account Name : Clark Dietz, Inc
Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, Il 62523
Account Number: 3911880
ABA Routing Number: 071124805

3) WIRE TRANSFER (*Wire fees are the responsibility of the sending party)

Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, Il 62523
ABA/Routing Number: 071124805
Account Title: Clark Dietz, Inc.
Account Address: 125 W. Church St.
City/State/Zip: Champaign, IL 61820-3510
Account Number: 3911880

3. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
SANITARY DISTRICT OF DECATUR
STANDARD TERMS AND CONDITIONS TO PROFESSIONAL
SERVICES AGREEMENT**

The Standard Terms and Conditions included as Part IV are included as part of this Agreement.

ARTICLE 1 STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.

ARTICLE 2 CLARIFICATION OF TERMS. The Sanitary District of Decatur (SDD) is the Owner of the project(s) referenced herein. Therefore, SDD and Owner may be used interchangeable throughout this document.

ARTICLE 3 CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and SDD. ENGINEER will promptly notify SDD of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

ARTICLE 4 DELAYS. If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for ENGINEER to perform its services, ENGINEER shall be entitled to an equitable adjustment in compensation and extension of time.

ARTICLE 5 TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. SDD shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination.

ARTICLE 6 REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by ENGINEER as instruments of service shall remain the property of ENGINEER. ENGINEER shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by ENGINEER for the specific purpose intended, shall be at SDD's sole risk.

ARTICLE 7 ELECTRONIC MEDIA. All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants Owner a license to use instruments of ENGINEER's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Owner, without ENGINEER's written permission, shall be at Owner's sole risk, and Owner agrees to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, to the extent caused by such reuse by Owner or by others acting through Owner.

ARTICLE 8 OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of SDD only. Since ENGINEER has no control over

competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to SDD.

ARTICLE 9 SAFETY. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

ARTICLE 10 RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as SDD's professional representative for the services and may make recommendations to SDD concerning actions relating to SDD's contractors. ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by SDD's contractors.

ARTICLE 11 THIRD PARTY CLAIMS. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the SDD or ENGINEER. ENGINEER's services under this Agreement are being performed solely for SDD's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. SDD and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

ARTICLE 12 MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

ARTICLE 13 PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of SDD, unless so required by court order. This obligation shall survive expiration or termination of this Agreement.

ARTICLE 14 INSURANCE

01. During the progress of the Services and while any of the employees of ENGINEER or its subcontractors remain at the site, ENGINEER shall maintain the following types and amounts of insurance and shall furnish the Owner with its certificates and the certificates of its listed subcontractors therefore, in substantially the same form as the certificate attached hereto, prior to commencement or continuation of any Services at the site.

A. Workers' Compensation Insurance (including Employer's Liability – Coverage B) for all of the ENGINEER's employees employed in connection with the Services, work order and/or purchase order. This insurance shall include borrowed servant or alternate employer endorsement stating that an action brought against the Owner by an employee of the ENGINEER under the theory of "Borrowed Servant" or "Alternate Employer" will be treated as a claim against ENGINEER. Any subrogation rights and indemnification rights and any and all liens related to Workers' Compensation payment shall be waived as to any claim or suit by anyone against the Owner, Engineer, and Third Party Owners of this agreement, and the ENGINEER shall obtain Workers' Compensation Insurance that specifically provides for said waiver, unless specifically prohibited by applicable Law. Employer's Liability – Coverage B shall have limits of at least \$1,000,000 for any one occurrence of bodily injury (including, but not limited to, death). In the event any of the work shall be on, located at, or otherwise related to railroads, the ENGINEER shall maintain FELA coverage having limits of at least \$5,000,000 for any one occurrence.

B. Comprehensive Commercial General Liability Insurance which is primary as to the Owner for bodily injury (including, but not limited to, death) and/or property damage, as follows:

\$2,000,000 General Aggregate Limit (other than products-completed operations)

\$2,000,000 Products – Completed Operations Aggregate Limit
\$1,000,000 Personal Injury and Advertising Injury Limit
\$1,000,000 Per Occurrence Limit
\$ 300,000 Fire Limit
\$ 5,000 Medical Expense Limit

The Owner shall be an additional insured for all claims connected with or arising out of work covered by this contract regardless of the negligence or other fault of the Owner. Coverage shall be by separate endorsement making the Owner additional insureds with coverage conforming to the preceding sentence. In addition, there shall be a contractual liability endorsement and/or coverage insuring the obligations of the ENGINEER under this contract and any and all contracts in effect.

C. Automobile Liability Insurance (caused by an owned, non-owned, or rented vehicle) which is primary as to the Owner for bodily injury (including, but not limited to, death) and/or property damage, with a single limit of \$1,000,000 for any one occurrence.

D. Umbrella Excess Liability Coverage with a minimum per occurrence limit of \$5,000,000 in excess of the above Employer's Liability, Automotive Liability and General Liability policies unless one of the following is checked by two authorized representatives of the Owner and if so the limit shall be:

\$3,000,000 _____ District Representatives
\$2,000,000 _____ District Representatives

E. Professional Liability insurance coverage with a minimum per claim limit of \$5,000,000 each claim and aggregate limit of \$5,000,000; and current insurance certificate shall be provided to the Owner upon execution of this agreement. Within the limits and conditions of such insurance, ENGINEER agrees to indemnify and hold Owner harmless from loss, damage or liability arising from negligent acts by ENGINEER and errors or omissions that exceed the industry standard of care for the services provided. ENGINEER shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ENGINEER shall not be responsible for any loss, damage or liability arising from any act, error or omission by Owner, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which ENGINEER has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that ENGINEER has no duty to defend Owner from and against any claims, causes of action or proceedings of any kind.

F. Current insurance certificate(s) shall be provided to the Owner upon execution of this agreement.

02. The ENGINEER shall cause each subcontractor to maintain the same coverage as the Engineer in all Subsections with respect to all operations to which this contract is applicable, and to name the Owner and its employees as additional insureds. ENGINEER shall cause the policies identified to name Company and its employees as additional insureds with respect to operations to which this is applicable. These policies identified shall expressly provide primary coverage to all insureds, and shall contain a Cross Liability or Severability of Interest Clause which provides that the insurance applies separately to each insured and that the policy covers claims for suits by one insured against the other.

03. ENGINEER waives and shall secure from applicable insurance companies waivers of subrogation, indemnification and lien rights conferred by statute or contained in any of the policies of insurance (unless such waiver is specifically prohibited by applicable Law) insofar as said rights apply to a claim or suit by anyone against the

Owner or otherwise directly or indirectly affect the financial interests of the Owner, and certificates of insurance protecting the Owner, shall be furnished to the Owner by the Engineer in the form and with wording thereon as attached hereto as Sample Insurance Certificate and by this reference incorporated herein. The ENGINEER shall provide the Owner with thirty (30) days prior written notice of any cancellations or material modification of any of the policies required herein.

04. All insurance provided for and obtained under this Article shall be issued by a company rated A or better by A.M. Best Company or a comparable rating by another generally accepted rating company and shall be issued on an occurrence basis. Such insurance shall be primary to any insurance that the Owner has or may have covering the matters outlined, and shall be non-contributory as to the Company's other coverage, and all policies shall be so endorsed; notwithstanding any conflicting "Other Insurance" or similar provision contained in the applicable policies. The Owner's insurance coverage shall be considered excess or secondary.

ARTICLE 14 INDEMNITIES. ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the SDD, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by ENGINEER' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom ENGINEER is legally liable.

The SDD agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the SDD's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the SDD is legally liable.

Neither the SDD nor ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 15 LIMITS OF LIABILITY In recognition of the relative risks and benefits of the Project to both the OWNER and ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed *the limits of Professional Liability Insurance provided*. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

ARTICLE 16 ACCESS. SDD shall provide ENGINEER safe access to the project site necessary for the performance of the services.

ARTICLE 17 ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

ARTICLE 18 HAZARDOUS MATERIALS. ENGINEER and ENGINEER's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the SDD shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the SDD to advise ENGINEER (in writing)

of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the SDD.

ARTICLE 19 REMODELING AND RENOVATION. For ENGINEER's services provided to assist the SDD in making changes to an existing facility, the SDD shall furnish documentation and information upon which ENGINEER may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the SDD, ENGINEER shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The SDD shall indemnify and hold harmless ENGINEER, ENGINEER consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the DISTRICT.

ARTICLE 20 SDD'S CONSULTANTS. Contracts between the SDD and other consultants retained by SDD for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of ENGINEER and to advise ENGINEER of any potential conflict. ENGINEER shall have no responsibility for the components of the project designed by other SDD's consultants. The SDD shall indemnify and hold harmless ENGINEER, ENGINEER consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of SDD.

ARTICLE 21 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

ARTICLE 22 SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

ARTICLE 14 STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that the time period for bringing claims under this Agreement shall be accordance with State of Illinois law.

ARTICLE 15 DISPUTE RESOLUTION. The parties to this contract agree that in the event of any unsettled claims, counterclaims, controversy, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes"), they shall first work together in good faith to resolve the Dispute cooperatively. If resolution is not reached, the parties agree to then submit any and all Disputes to mediation. The parties agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days after either party notifies the other that a Dispute exists.

If such mediation is unsuccessful in resolving a Dispute, then the parties to this Agreement agree the Dispute may be settled by arbitration in accordance with the Arbitration Rules of the Federal Mediation and Conciliation Services if both parties agree. If proceeding with arbitration is not agreed upon, the Dispute will be resolved by a court of competent jurisdiction as defined below.

In the event either party to this agreement initiates arbitration, a lawsuit, a claim, an action, or other proceedings against the other, the prevailing party shall be entitled to recover reasonable attorney's fees. The definition of "prevail" for this agreement shall mean receiving a decision from the dispute resolution authority of a monetary award greater than 50% of the original claimed damages. The parties hereby stipulate and agree that jurisdiction and venue for all matters arising under this Agreement shall be in Macon County in the State of Illinois. All terms and provisions of this Agreement shall be construed according to the Illinois law, and it being agreed by the parties that the Agreement was entered into in Macon County, State of Illinois.

If there is any language in this contract that conflicts with this article, then the parties agree that this article shall be controlling.

ARTICLE 25 PAYMENT TERMS. Compensation will be as stated in the Proposal. Payment shall be made within 45 days of statement date. If a portion of Engineers statement is disputed, the DISTRICT shall pay the undisputed portion by the due date. Client shall advise ENGINEER in writing of the basis for any disputed portion of any statement



March 10, 2026

Don Miller, PE
District Engineer
Sanitary District of Decatur
501 Dipper Lane
Decatur, IL 62522

Re: Phase 1 Nutrient Reduction Improvements (“Upgrade Project”)
SRF Funding Coordination
Preliminary Scope and Fee

Dear Mr. Miller:

This letter describes our project understanding and scope of work to prepare a Facility Plan, Water Pollution Control Loan Program (WPCLP) application, and associated certifications for Phase 1 Nutrient Reduction Improvements (“Upgrade Project”). This will be performed in accordance with the requirements of the Illinois Environmental Protection Agency (IEPA) State Revolving Fund (SRF) program. The work will include:

- Submitting Funding Nomination Forms
- Preparing a Facility Plan
- Preparing two SRF Loan Applications
- Preparing the plan and specification certification and the bidding review certification for each of the two loan applications, and
- Coordinating with both the IEPA and the District.

Facility Plan Development

Clark Dietz is the design engineer subconsultant to Black & Veach for design Packages 3 and 4 of the Upgrade Project. We are familiar with the various engineering reports that have been prepared to date. These reports will be the basis of the Facility Plan Alternative Analysis and Recommendations.

The District would like to fund part of the Upgrade Project with two SRF loans from IEPA. With respect to the scope of the SRF loan application, two packages are:

- Division 1 – Digester Lid Replacement; Value ~\$4M
- Division 2 – BNR Upgrades; Value ~\$56M

The SRF loans require the preparation and submittal of a Facility Plan to IEPA for Planning Approval. Per our understanding after discussing with Chad Rice at IEPA, the District may complete one Facility Plan for up to five years of work in a single or multiple phases. To receive planning approval for multiple phases, the plan must include separate costs, projected schedules, etc. for each phase. A funding nomination must be submitted for each project phase. SRF requires submittal of three hard copies of the planning report, one planning submittal checklist and one applicant environmental checklist may be completed for the entire scope(s) of work to be approved if all required environmental clearances are obtained.

Clark Dietz will build on the existing reports listed above to produce a Facility Plan and submit it for Project Planning Approval as required by IEPA.

For scope and budgeting purposes, we assumed that the following items will not be required:

1. Archaeological or Biological investigations.
2. Endangered Species Surveys and Wetland Delineation or Mitigation.
3. Flood Studies.
4. Preparation of a fiscal sustainability plan.

SRF Loan Application for Nutrient Removal Improvements

Clark Dietz will prepare and submit the WPCLP Application and required certifications. Clark Dietz will require documentation from the District to complete the application, which may include the following:

1. Audited Financial Statements
2. Projected Revenues
3. Certified Debt Ordinance
4. Sewer Rate Ordinance
5. Tax Certificate and Agreement
6. Legal Opinion
7. Loan Program Certifications
8. Build America Buy America (BABA) Act Certifications
9. Construction Permit

Schedule

A rough timeline for this process is shown below. Items shown in **bold** are a part of this proposal, the remaining items will be performed as part of the design project.

2026		
Funding Nomination Form Submittal	March 31, 2026	Division 1 and Division 2
Facility Plan Submittal	May 31, 2026	Division 1 and Division 2
2026/27 Intended Funding List	July 1, 2026	Division 1 and Division 2
Construction Permit Application	July 2026	Division 1 and Division 2
WPCLP Certification of Plans and Specs	July 2026	Division 1 and Division 2
Loan Application Submittal	July 2026	Division 1 and Division 2
Equipment Advertised	July 2026	Procurement
Equipment Bids Due	August 2026	Procurement
Project Advertised	August 2026	Division 1 and Division 2
Equipment Agreements Signed	September 2026	Procurement
Project Bids Due	October 2026	Division 1 and Division 2
Equipment Submittals Received	October 2026	Procurement
Construction Permit Received	October 2026	Division 1 and Division 2
Bid Recommendation Letter	November 2026	Division 1 and Division 2
Bidding Review Certification and Checklist	November 2026	Division 1 and Division 2
Facility Plan Approval	November 2026	Division 1 and Division 2
Contractor Notice of Intent to Award	December 2026	Division 1 and Division 2
2027		
2026/27 By-Pass Funding Secured	January 1, 2027	Division 1
Loan Close Documentation	January 2027	Division 1
Contractor Notice to Proceed	February 2027	Division 1
Funding Nomination Form Submittal	March 31, 2027	Division 2
2027/28 Intended Funding List	July 1, 2027	Division 2
Loan Close Documentation	August 2027	Division 2
Contractor Notice to Proceed	September 2027	Division 2
Procured Equipment Delivered	October 2027	Procurement and Division 2



Fee Estimate

We estimate that the Facility Planning and IEPA WPCLP Loan Application effort can be accomplished on a time and material basis not-to-exceed \$53,820. The hours associated with this fee are shown in Attachment 1.

IEPA Loan Coordination

We have not included assistance managing the SRF loans during construction as part of our current scope of work. Coordination with the IEPA is required to initiate the project, submit Requests for Loan Disbursement and pay applications and, ultimately, to close out the project. Construction coordination also required tracking and monitoring to ensure and document that the contractor is meeting the State of Illinois apprenticeship and other workforce requirements. Please let us know if you would like us to add loan documentation management during construction to our scope.

Thank you for this opportunity to continue working together. We are confident that our team will be able to provide you with a cost-effective, high-quality service. Please let me know if have any questions.

Sincerely,
Clark Dietz, Inc.

Andrea Bretl, PE
Project Manager

Attachment 1 – Scope and Fee estimate

Facility Plan and SRF Loan Applications Sanitary District of Decatur

**Engineering Fee
March 2026**

Assumptions	AWB	JB	JCM	Expenses	Task Total
	Project Manager P-7	Project Engineer P-5	Engr/Tech T-3		
Project Admin					
General Administration	18				\$ 4,590
Subtotal					\$ 4,590
Facility Plan					
Collect relevant reports and information	2		8		\$ 1,790
Review and package as Facility Plan (one Facility Plan, two projects described)	4	32	40	\$ 200	\$ 14,820
Information for the Plan will be based on existing reports and financial information provided by the District.					
Subtotal					\$ 16,610
WPCLP Loan Application - Division 1 - Lid					
Funding Nomination Form Submittal	2				\$ 510
Environmental Review Checklist		2	4		\$ 1,090
WPCLP Certification of Plans and Specs	1	2	8	\$ 100	\$ 2,085
Modifications needed for AIS, BABA, and other SRF requirements will be done under the design contracts.					
WPCLP Loan Application and Attachments	1	8	40	\$ 100	\$ 8,555
Clark Dietz will prepare and organize the loan forms. The District will provide examples of their most recent borrowing ordinances and relevant financial information.					
Bidding Review Certification and Checklist	2	4	16	\$ 100	\$ 4,070
Subtotal					\$ 16,310
WPCLP Loan Application - Division 2					
Funding Nomination Form Submittal	2				\$ 510
Environmental Review Checklist		2	4		\$ 1,090
WPCLP Certification of Plans and Specs	1	2	8	\$ 100	\$ 2,085
Modifications needed for AIS, BABA, and other SRF requirements will be done under the design contracts.					
WPCLP Loan Application and Attachments	1	8	40	\$ 100	\$ 8,555
Clark Dietz will prepare and organize the loan forms. The District will provide examples of their most recent borrowing ordinances and relevant financial information.					
Bidding Review Certification and Checklist	2	4	16	\$ 100	\$ 4,070
Subtotal					\$ 16,310
TOTAL HOURS	36	64	184		
RATE/HR - CDI	\$255	\$225	\$160		
TOTAL COST	\$9,180	\$14,400	\$29,440	\$ 800	\$53,820

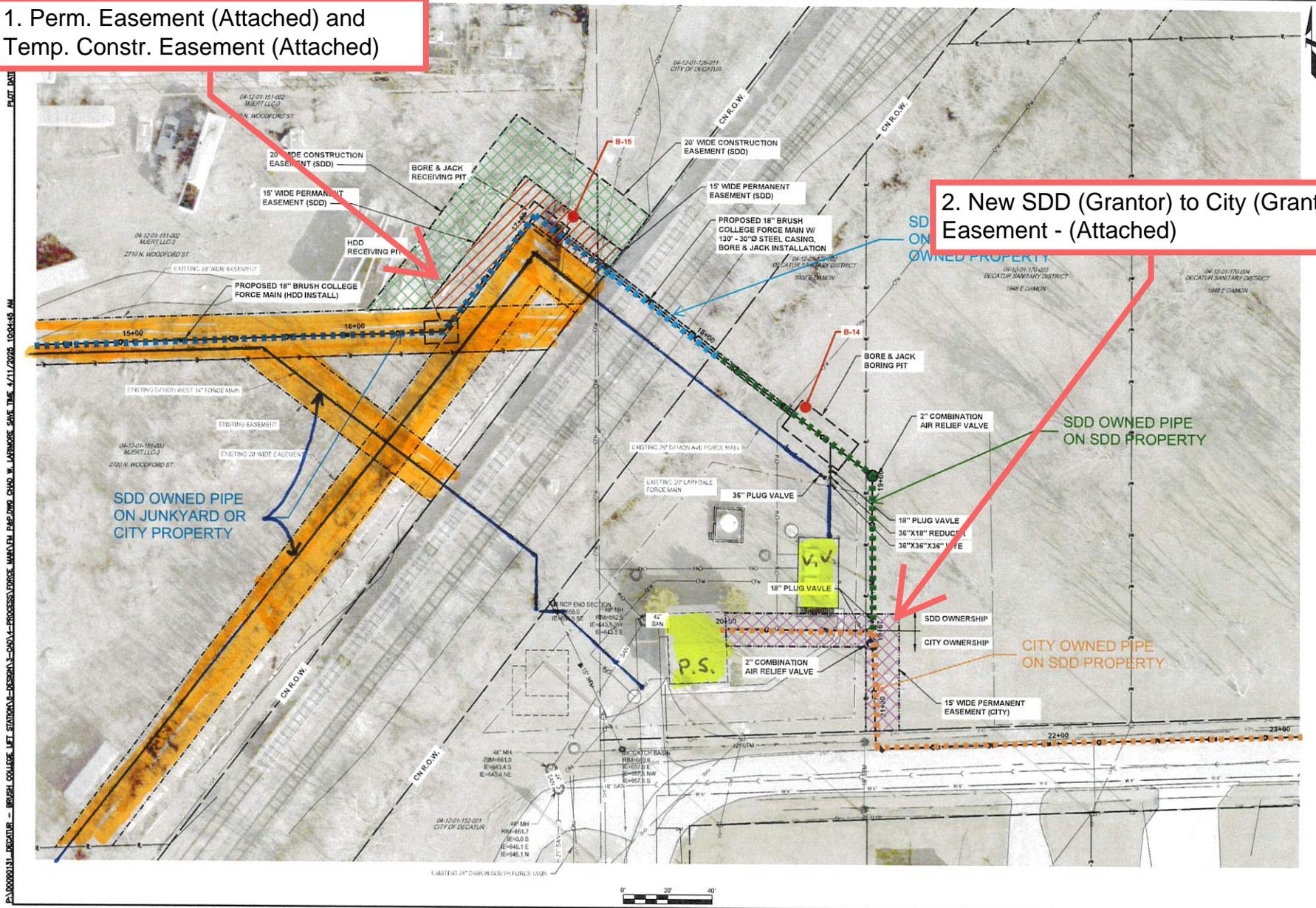
The following pages define the easement activity around the Damon Ave PS for the CITY's Brush College FM.

#1. Temporary and Permanent Easements noted on the following page have already been accepted by the SDD.

#2. Granting of easement to the CITY is before the trustees . The easement is included herein for review.

1. Perm. Easement (Attached) and Temp. Constr. Easement (Attached)

2. New SDD (Grantor) to City (Grantee) Easement - (Attached)



ClarkDietz
 DESIGN FIRM REGISTRATION NO. 164-000485
 155 S. CLAY STREET
 CHICAGO, ILLINOIS 60607
 PHONE: 312.251.1800 WWW.CLARKDIETZ.COM

PROJECT TITLE
**CITY OF DECATUR, ILLINOIS
 BRUSH COLLEGE
 FORCE MAIN**

DATE	REVISION

DRAWING TITLE
 PROJECT No.
D0090131
 DRAWING No.

PLOT DATE: 04/11/2023 10:04:48 AM
 P:\00090131 - BRUSH COLLEGE - ILLINOIS - CIVIL - PROCESSING FORCE MAIN\PLP_DWG_CHAD_W_LARMORE_SAVE_TIME_4/11/2023_100448.dwg

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

- EXISTING EASEMENTS
- PROPOSED NEW 15' PERMANENT EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

- Pump Station & VALVE VAULT

CITY OF DECATUR, ILLINOIS
BRUSH COLLEGE LIFT STATION AND FORCE MAIN PROJECT
CITY PROJECT 2020-06
DECATUR SANITARY DISTRICT
PIN # 04-12-01-176-002/04-12-01-176-003

GRANT OF PERMANENT UTILITY EASEMENT

The Sanitary District of Decatur (“Grantor”), for and in consideration of the City of Decatur constructing underground utilities upon the land described below, does convey(s) and warrant(s) to the City of Decatur, an Illinois Municipal Corporation, (“Grantee”) and its successors, a permanent easement, 15 foot in width, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, operating and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement(s) to be shown on the attached exhibit, which exhibit is made a part of this Agreement, together with all necessary facilities incident to the construction, operation, and maintenance of said utilities, on, under, over, and across the following described property:

A 15.00 feet wide easement lying in Lot 47 and 48 of Greenwich Gardens Subdivision as recorded in Book 802 at Page 72, lying in the Southeast Quarter of the Northwest Quarter of Sec. 1, T16N, R2E of the 3rd P.M., Macon County, Illinois.

Said PERMANENT EASEMENT being more particularly described as follows:

Commencing at the southwest corner of said Lot 47, said southwest corner also being the Point of Beginning.

From said Point of Beginning, thence North 0 degrees 04 minutes 48 seconds West along the west line of said Lot 47, a distance of 37.71 feet; thence South 89 degrees 55 minutes 12 seconds West, 62.89 feet; thence North 2 degrees 14 minutes 37 seconds West, 15.00 feet; thence North 89 degrees 55 minutes 12 seconds East, 78.46 feet; thence South 0 degrees 04 minutes 28 seconds East along a line parallel with and 15.00 feet, measured perpendicular, east of said west line, 52.12 feet to a point on the south line of said Lot 47; thence South 87 degrees 41 minutes 23 seconds West, 15.01 feet to the Point of Beginning.

Said 15-foot-wide easement contains 0.040 acres (1742 square feet), more or less.

together with the perpetual right of access, ingress, and egress at all reasonable times to and from the property herein described for the purpose aforesaid.

It is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) No permanent building or structure shall ever be constructed by the Grantor or its successors in interest, on said easement; provided, however, that if any permanent building or structure exists on the easement as of the date of this easement, Grantor shall be allowed to maintain and improve that permanent building or structure at Grantor's sole expense upon prior, written, authorization of Grantee and Grantee shall not be authorized to remove, demolish, destroy, or otherwise interfere with such permanent building or structure without the prior, written, authorization of Grantor. Notwithstanding the foregoing, the Grantor and its successors may use said strip of land for driveway, parking area, growing crops, fence or lawn improvements, as long as such use does not prohibit, damage, or unreasonably interfere with the use and purposes of said easement, or access by the Grantee for the use and purposes previously described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities and related appurtenances, and for the access of equipment.

(5) Said utilities, and all facilities used or useful in connection therewith shall be installed and maintained at Grantee's sole risk and expense, with due diligence and in a workmanlike manner, and Grantee shall indemnify, and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, whether such loss, damage, or injury is to person or property of the Grantor, except to the extent such loss, damage, or injury directly results from the negligence of Grantor.

(6) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is actually owned by the Grantor on the execution date hereof. Further, the easements granted hereby are under and subject to any existing easement, right of way, reservation, restriction or other defect in the title either of record or, if not of record, visually discernable on Grantor's property.

(7) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. Grantee may assign this easement, or any right or

obligation hereunder, upon notice thereof to the Grantor and subsequent Grantor written consent, which shall not be unreasonably withheld.

Dated this _____ day of _____ A.D., 2026.

_____(SEAL)

_____(SEAL)

Grantor(s)

STATE OF ILLINOIS

COUNTY OF MACON

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

_____ who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2026.

_____(SEAL)

<p>This document, consisting of three pages, was prepared by:</p> <p>TWM Engineering & Geospatial Services 2905 N. Main St., Suite A Decatur, IL 62526</p>	<p>DOCUMENTARY STAMP</p> <p>"Exempt under provisions of Paragraph (b) Section 4, Real Estate Transfer Tax Act"</p> <p>By _____ City of Decatur, Illinois</p> <p>Date _____</p>
--	--

R:\Projects\2023\231470\4 CADD - DWG\4.6 Surv\231470-EASE.dwg Plotted By: spage

EXHIBIT B
PART OF LOT 47 AND 48
GREENWICH GARDENS, BK 802 PG 72
DECATUR, IL, MACON COUNTY, IL

LEGEND

- LOT LINE
- QUARTER QUARTER SECTION LINE
- PROP PERMANENT EASEMENT LINE
- RIGHT OF WAY LINE
- IRON ROD FOUND
- ▨ PROPOSED EASEMENT AREA

TWM
CONSULTING ENGINEERING
GEOSPATIAL SERVICES

ILLINOIS	SWANSEA COLUMBIA GLEN CARBON PEORIA DECATUR
MISSOURI	ST. LOUIS COLUMBIA
TENNESSEE	NASHVILLE CHATTANOOGA ATHENS

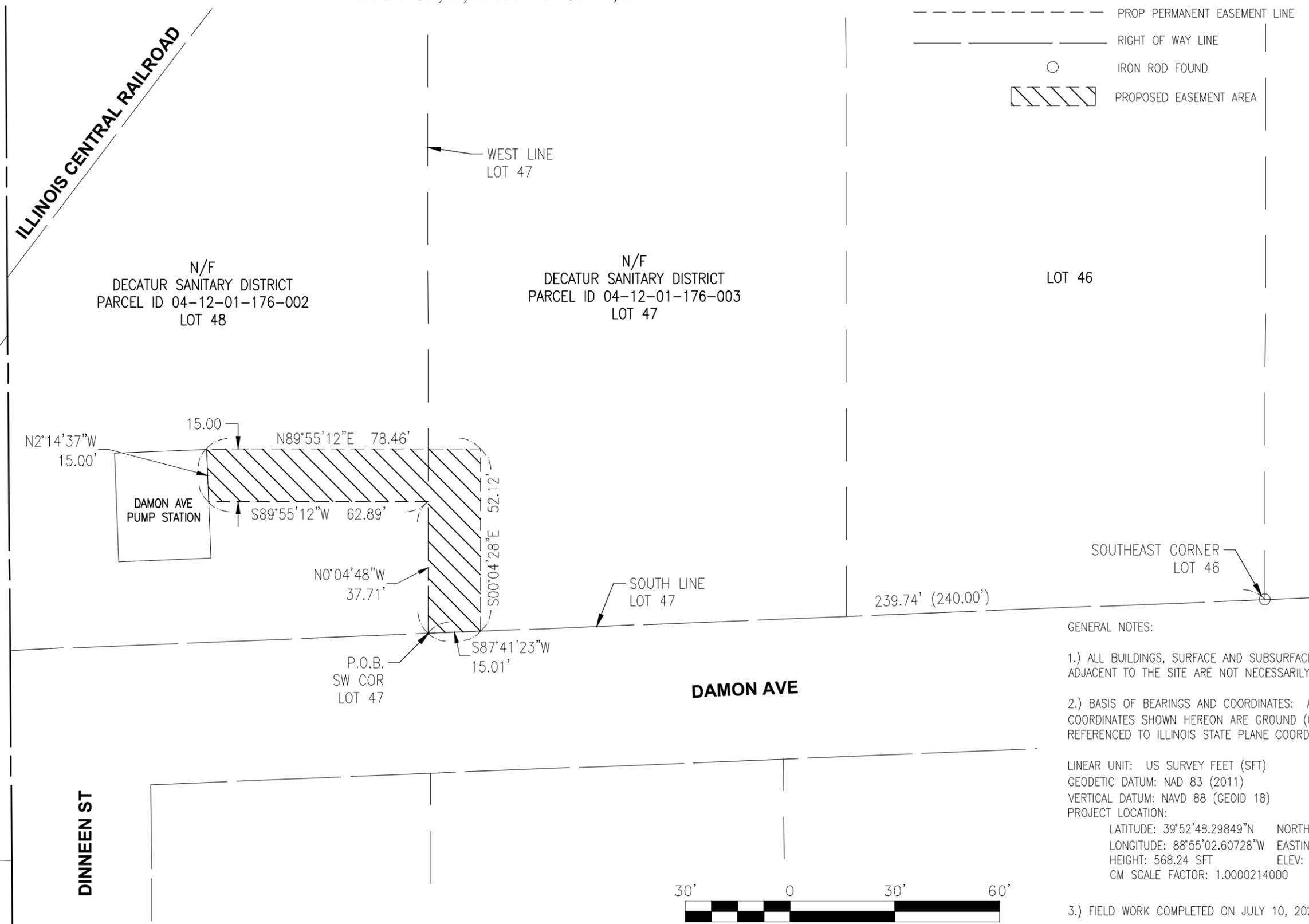
THOUVENOT, WADE & MOERCHEN, INC.
DECATUR OFFICE
2905 N. MAIN ST., SUITE A
DECATUR, ILLINOIS
62526
TEL (217)-619-7382
WWW.TWM-INC.COM

L62-231470

PROJECT:
BRUSH COLLEGE EASEMENTS

TITLE:
EXHIBIT B

SHEET 1 OF 1

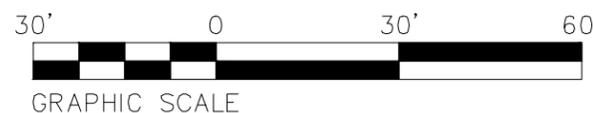


GENERAL NOTES:

- 1.) ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
- 2.) BASIS OF BEARINGS AND COORDINATES: ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND (GRID SCALED) VALUES, AND REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.

LINEAR UNIT: US SURVEY FEET (SFT)
 GEODETIC DATUM: NAD 83 (2011)
 VERTICAL DATUM: NAVD 88 (GEOID 18)
 PROJECT LOCATION:
 LATITUDE: 39°52'48.29849"N NORTHING: 1170762.457 SFT
 LONGITUDE: 88°55'02.60728"W EASTING: 820336.380 SFT
 HEIGHT: 568.24 SFT ELEV: 674.07 SFT
 CM SCALE FACTOR: 1.0000214000

3.) FIELD WORK COMPLETED ON JULY 10, 2024.



THIS IS NOT A PLAT OF SURVEY

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2026, by and between the Sanitary District of Decatur, an Illinois unit of local government (the "District"), and the City of Decatur, a municipal corporation (the "City").

WHEREAS, the City wishes to construct a pump station on Brush College Road and an accompanying force main from the Brush College pump station to the District's northside interceptor located on North Woodford Street;

WHEREAS, as of the date of this Agreement, the northside interceptor has the reserve capacity to convey the estimated 5 million gallons per day of waste water proposed in planning the Brush College pump station;

WHEREAS, as of the date of this Agreement, the District maintains a 14-inch force main from the Damon Avenue pump station to the northside interceptor; and

WHEREAS, the 14-inch force main must be upsized to accommodate the Brush College pump station flow.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. The City will, at its sole cost and expense, complete all work and obtain all labor and materials to construct the pump station on Brush College Road, to construct the force main from the Brush College pump station to the District's northside interceptor, and to upsize the existing 14-inch force main from the Damon Avenue pump station to the northside interceptor (collectively, such work shall be defined herein as the "Project").

2. The City will, at its sole cost and expense, obtain all necessary easements, permits, and other approvals necessary to complete the Project. The District hereby grants the City and its agents and contractors a limited license to use the easements of the District included herewith as **Exhibit A** to complete the work necessary to upsize the existing 14-inch force main from the Damon Avenue pump station to the northside interceptor and for no other purpose. When using easements of the District, the City shall comply with all requirements of the "Grantee" set forth in the easements and shall perform all the responsibilities of the "Grantee" under those easements.

3. The City's force main design will incorporate a branch off of the force main into the Damon Ave pump station to assist with resiliency of the overall sewage conveyance system. Upon completion of the Project, the City shall own, operate, and maintain the Brush College pump station and the force main from the Brush College pump station up to and including the force main branch to the Damon Avenue pump station. Ownership of the upgraded force main downstream of the branch shall be automatically conveyed to the District upon completion of the Project, along with the responsibility to own, operate, and maintain the valving in, around, and upon the Damon Ave pump station property and the downstream force main..

4. Prior to beginning any work on the Project, the City will submit to the District for the District's review and approval all engineering, design plans and specifications related to the Project. All work performed and all materials obtained for the Project shall be in compliance with the engineering, design plans and specifications approved by the District.

5. The City shall indemnify, defend, and hold harmless the District from and against all claims, expenses, costs (including, without limitation, reasonable attorneys' fees), liabilities, losses, and damages to the extent caused by a breach of this Agreement by, or the negligence of, the City. The District shall indemnify, defend, and hold harmless the City from and against all claims, expenses, costs (including, without limitation, reasonable attorneys' fees), liabilities, losses, and damages to the extent caused by a breach of this Agreement by, or the negligence of, the District.

6. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and shall supersede any prior or contemporaneous arrangements as to such subject matter. The recitals on the first page of this Agreement are incorporated herein by this reference. Any amendment or modification of this Agreement shall be null and void unless it is in writing and signed by the parties hereto.

7. This Agreement may be executed in one or more counterparts and delivered electronically, by facsimile or other electronic means, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

8. The City's assignment of this Agreement, or any right or obligation hereunder, shall be null and void unless the District provides its prior written consent.

9. In the event that any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the offending provision or portion shall be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

10. This Agreement and all matters arising therefrom shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the Circuit Court of Macon County, Illinois which shall have exclusive jurisdiction to hear and decide any dispute, claim, or controversy arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the date first written above.

Sanitary District of Decatur

By: _____

Name: _____

Title: _____

City of Decatur

By: _____

Name: _____

Title: _____

ATTEST

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

BRUSH COLLEGE LIFT STATION AND FORCE MAIN PROJECT
MJERT, LLC-3
PIN # 04-12-01-151-002

GRANT OF PERMANENT UTILITY EASEMENT

MJERT, LLC-3, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a permanent and perpetual easement, 15 foot in width, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

A 15-foot-wide strip of land being part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Third Principal Meridian, City of Decatur, Macon County, Illinois and being more particularly described as follows:

Commencing at the northeast corner of said Southwest Quarter, thence South 00 degrees 25 minutes 31 seconds East (bearings assumed for description purposes only) along the east line of said Southwest Quarter, 160.62 feet to the Point of Beginning.

From said Point of Beginning, thence continuing South 00 degrees 25 minutes 31 seconds East along said east line, 18.96 feet to the intersection of said east line with the north line of an easement as recorded in Book 3293 at Page 310; thence North 52 degrees 43 minutes 41 seconds West along said north line, 37.58 feet; thence South 37 degrees 16 minutes 19 seconds West continuing along said north line, 47.74 feet to the intersection of said north line with the north line of a 20-foot-wide Sanitary Easement; thence South 87 degrees 51 minutes 12 seconds West along the north line of said Sanitary Easement, 19.42 feet; thence North 37 degrees 16 minutes 19 seconds East, 75.07 feet; thence South 52 degrees 43 minutes 41 seconds East, 40.98 feet to the Point of Beginning.

Said 15-foot-wide easement contains 0.035 acres (1510 square feet), more or less.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Neither Grantor, nor its successors, nor anyone acting under authority of Grantor or its successors shall interfere with Grantee's rights under this easement. Neither Grantor, nor its successors, nor anyone acting under authority of Grantor or its successors shall construct, set, place, or erect a permanent building or structure on said easement; provided however, the Grantor and its successors may use said strip of land for driveway, parking area, growing crops, fence, or lawn improvements, as long as such use does not damage the utilities, related appurtenances, and facilities, prohibit, restrict, or interfere with the use and purposes of said easement, or restrict or limit access by the Grantee for its use and purposes.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor. Further, the easements granted hereby are under and subject to any existing easement, right of way, reservation, restriction or other defect in the title of record on Grantors property.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist.

Dated this 18 day of JULY A.D., 2025.

MJERT 11C-3 1

By: Signature

Its: MANAGER
Title

STATE OF Illinois)
) SS
COUNTY OF Macou)

I, Terry L. Tappenbeck, a Notary Public in and for said County and State,
do hereby certify that Joseph M. Devereux
_____ who is (are) personally known to me to be the
same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me
this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said
instrument as a free and voluntary act, for the uses and purposes therein set forth.

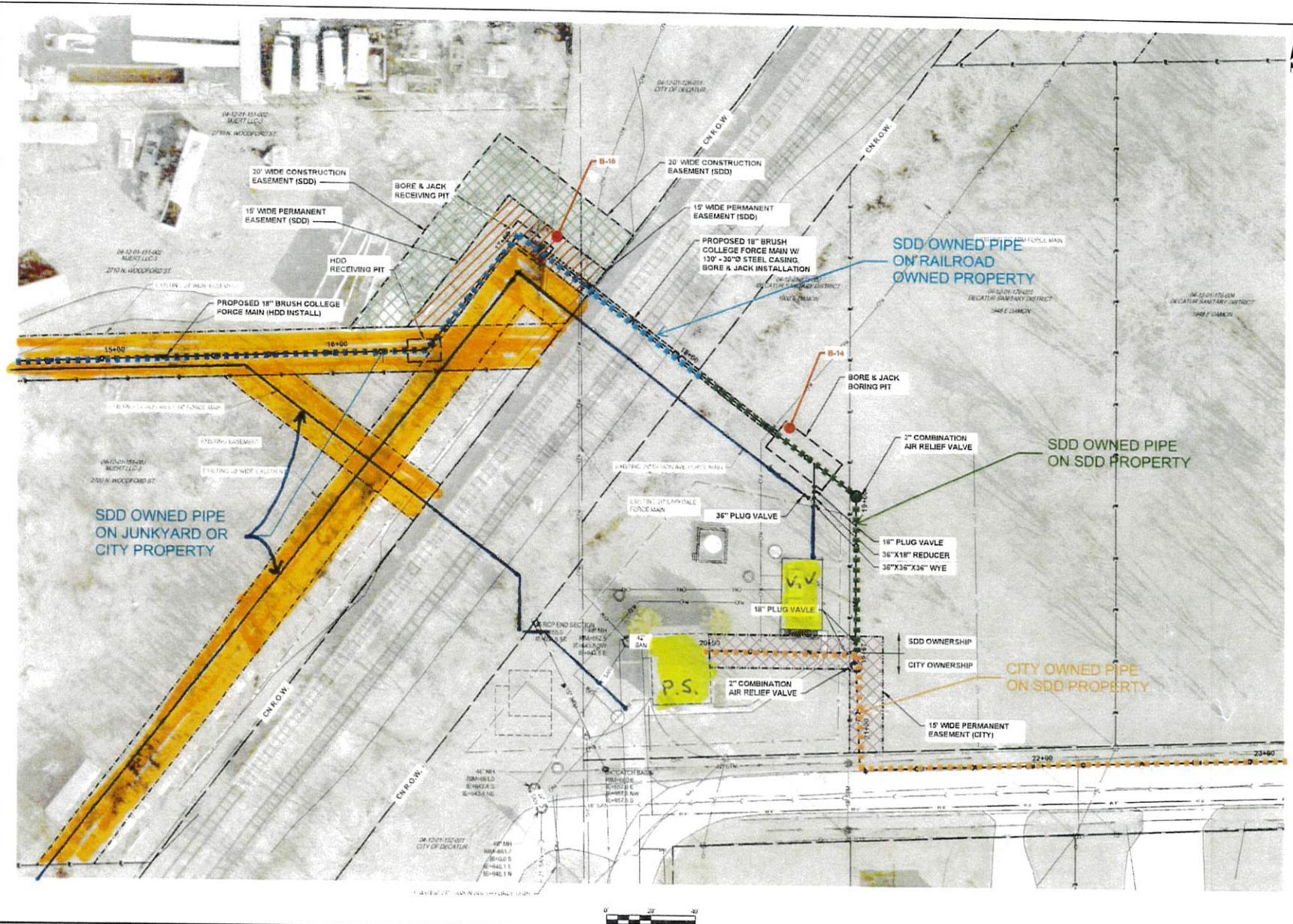
Given under my hand and Notarial Seal this 18 day of July, 2025.



_____ (SEAL)

<p>This document, consisting of three pages, was prepared by:</p> <p>TWM Engineering & Geospatial Services 2905 N. Main St., Suite A Decatur, IL 62526</p>	<p>Return to:</p> <p>Sanitary District of Decatur Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522</p>
--	---

PROJECT: BRUSH COLLEGE - BRUSH COLLEGE - SDD - PROCESS FORCE MAIN ON THE DND CHRD. N. LARSONS. DATE: 4/11/2023. 10:04:45 AM
 DRAWING: BRUSH COLLEGE - SDD - PROCESS FORCE MAIN ON THE DND CHRD. N. LARSONS. DATE: 4/11/2023. 10:04:45 AM



- EXISTING EASEMENTS
- PROPOSED NEW 15' PERMANENT EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- Pump Station & Valve Vault

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

ClarkDietz
DESIGN PROFESSIONAL SERVICE, INC. 1841-00040
 100 West Chicago Street
 Chicago, Illinois 60610
 PHONE: 312.421.2000
 WWW.CLARKDIETZ.COM

PROJECT TITLE
 CITY OF DECATUR, ILLINOIS
 BRUSH COLLEGE
 FORCE MAIN

DATE	REVISION

PROJECT No.
D0090131

DRAWING No.

BRUSH COLLEGE LIFT STATION AND FORCE MAIN PROJECT
MJERT, LLC-3
PIN # 04-12-01-151-002

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

MJERT, LLC-3, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, 20 foot in width, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

A 20-foot-wide strip of land being part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Third Principal Meridian, City of Decatur, Macon County, Illinois.

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

Commencing at the northeast corner of said Southwest Quarter, thence South 00 degrees 25 minutes 31 seconds East (bearings assumed for description purposes only) along the east line of said Southwest Quarter, 160.62 feet to the Point of Beginning.

From said Point of Beginning, thence North 52 degrees 43 minutes 41 seconds West, 40.98 feet; thence South 37 degrees 16 minutes 19 seconds West, 75.03 feet; thence South 87 degrees 52 minutes 54 seconds West, 25.88 feet; thence North 37 degrees 16 minutes 19 seconds East, 111.46 feet; thence South 52 degrees 43 minutes 41 seconds East, 45.53 feet to a point on said East line; thence South 00 degrees 25 minutes 31 seconds East along said East line, 25.28 feet to the Point of Beginning.

Said 20-foot-wide easement contains 0.06 acres (2,730 square feet), more or less.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

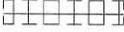
(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

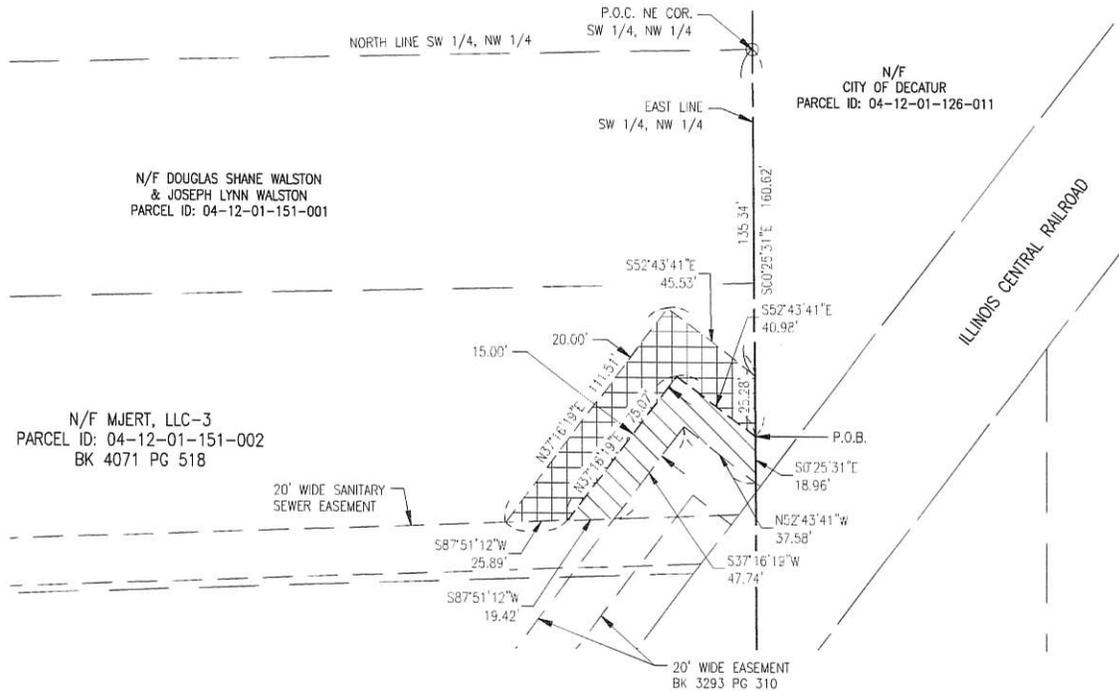
(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

LEGEND

-  IRON ROD FOUND
-  PROP PERMANENT EASEMENT AREA
-  PROP TEMPORARY EASEMENT AREA
-  RIGHT OF WAY LINE
-  QUARTER-QUARTER SECTION LINE
-  EXIST PERMANENT EASEMENT LINE
-  PROP PERMANENT EASEMENT LINE
-  PROP TEMPORARY EASEMENT LINE

PART OF THE SOUTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 1, TOWNSHIP
16 NORTH, RANGE 2 EAST, 3RD PRINCIPAL
MERIDIAN, MACON COUNTY, ILLINOIS



GENERAL NOTES:

- 1.) THIS SURVEY IS ONLY VALID TO THOSE WHO IT IS ORIGINALLY CERTIFIED TO. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. WITHOUT WRITTEN AUTHORIZATION FROM THOUVENOT, WADE AND MOERCHEN INC.
 - 2.) ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
 - 3.) BASIS OF BEARINGS AND COORDINATES: ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND (GRID SCALED) VALUES, AND REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
- LINEAR UNIT: US SURVEY FEET (SFT)
 GEODETIC DATUM: NAD 83 (2011)
 VERTICAL DATUM: NAVD 88 (GEOID 18)
 PROJECT LOCATION:
 LATITUDE: 39°52'48.29849"N NORTHING: 1170762.457 SFT
 LONGITUDE: 88°55'02.60728"W EASTING: 820336.380 SFT
 HEIGHT: 568.24 SFT ELEV: 674.07 SFT
 CM SCALE FACTOR: 1.0000214000
- 4.) FIELD WORK COMPLETED ON JULY 10, 2024.



**CONSULTING ENGINEERING
GEOSPATIAL SERVICES**

ILLINOIS | SWANSEA
COLUMBIA
GLEN CARBON
PEORIA

MISSOURI | ST. CHARLES
ST. LOUIS
COLUMBIA

TENNESSEE | NASHVILLE
CHATTANOOGA

**THOUVENOT, WADE
& MOERCHEN, INC.**

DECATUR OFFICE
2905 N. MAIN ST., SUITE A
DECATUR, ILLINOIS
62526
TEL (217)-619-7382
WWW.TWM-INC.COM

L62-231470

PROJECT:
BRUSH COLLEGE EASEMENTS

TITLE:
EXHIBIT B

SHEET 1 OF 1



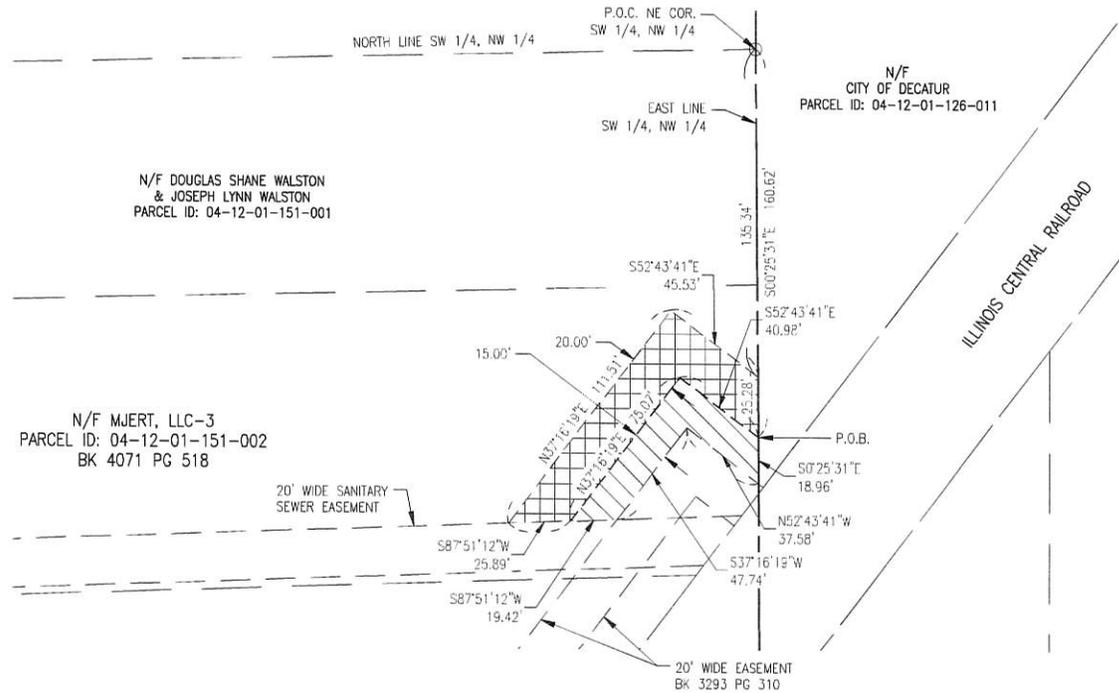
THIS IS NOT A PLAT OF SURVEY

R:\Projects\2023\231470\4 CAD - DWG\4-6 Surv\231470-EASE.dwg Plotted By: jstanner

LEGEND

-  IRON ROD FOUND
-  PROP PERMANENT EASEMENT AREA
-  PROP TEMPORARY EASEMENT AREA
-  RIGHT OF WAY LINE
-  QUARTER-QUARTER SECTION LINE
-  EXIST PERMANENT EASEMENT LINE
-  PROP PERMANENT EASEMENT LINE
-  PROP TEMPORARY EASEMENT LINE

PART OF THE SOUTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 1, TOWNSHIP
16 NORTH, RANGE 2 EAST, 3RD PRINCIPAL
MERIDIAN, MACON COUNTY, ILLINOIS



GENERAL NOTES:

1.) THIS SURVEY IS ONLY VALID TO THOSE WHO IT IS ORIGINALLY CERTIFIED TO. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. WITHOUT WRITTEN AUTHORIZATION FROM THOUVENOT, WADE AND MOERCHEN INC.

2.) ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.

3.) BASIS OF BEARINGS AND COORDINATES: ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND (GRID SCALED) VALUES, AND REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.

LINCAR UNIT: US SURVEY FEET (SFT)
 GEODETIC DATUM: NAD 83 (2011)
 VERTICAL DATUM: NAVD 88 (GEOID 18)
 PROJECT LOCATION:
 LATITUDE: 39°52'48.29849"N NORTHING: 1170762.457 SFT
 LONGITUDE: 88°55'02.60728"W EASTING: 820336.380 SFT
 HEIGHT: 568.24 SFT ELEV: 674.07 SFT
 CM SCALE FACTOR: 1.0000214000

4.) FIELD WORK COMPLETED ON JULY 10, 2024.

THIS IS NOT A PLAT OF SURVEY



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

ILLINOIS SWANSEA
COLUMBIA
GLEN CARBON
PEORIA
MISSOURI ST. CHARLES
ST. LOUIS
COLUMBIA
TENNESSEE NASHVILLE
CHATTANOOGA

THOUVENOT, WADE & MOERCHEN, INC.

DECATUR OFFICE
2805 N. MAIN ST., SUITE A
DECATUR, ILLINOIS
62528
TEL. 617-419-7382
WWW.TWM-INC.COM

L82-231470

PROJECT:
BRUSH COLLEGE EASEMENTS

TITLE:
EXHIBIT B

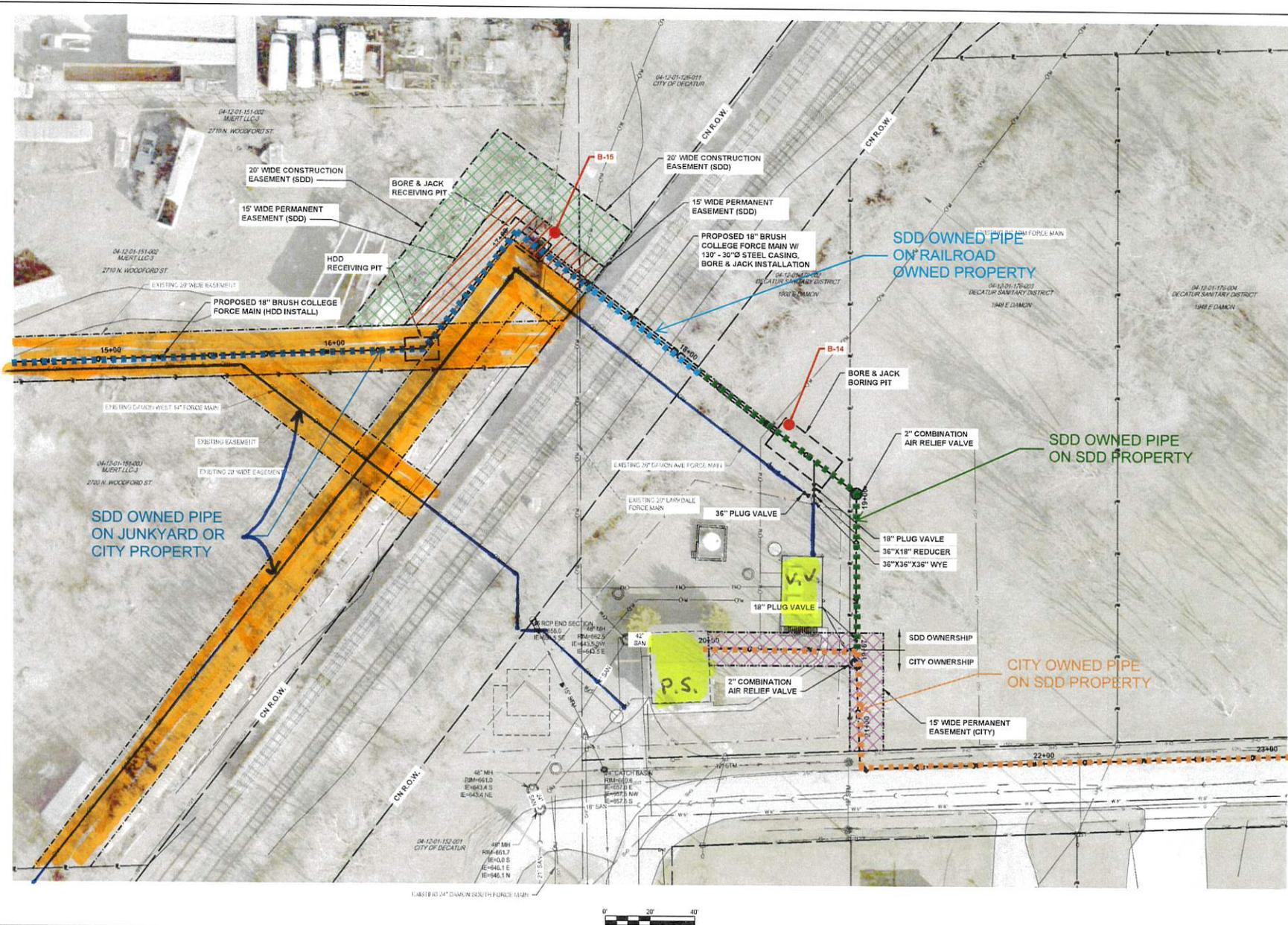
SHEET 1 OF 1



R:\Projects\2023\231470\4 CADD - DWG\4.6 Surv\231470-EASE.dwg Plotted By: jslanner

PLOT DATE 4/11/2025 10:08 AM

PROJECT: BRUSH COLLEGE LIFT STATION - ROSSDALE - CIVIL PROCESS FORCE MAIN PLAN - CHAO, W. LARMORE SAVE TIME 4/11/2025 10:04:48 AM



NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

- EXISTING EASEMENTS
- PROPOSED NEW 15' PERMANENT EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

- Pump Station & Valve Vault

ClarkDietz
 DESIGN FIRM REGISTRATION NO. 164-000485
 105 S. CLAY STREET, SUITE 200
 CHICAGO, ILLINOIS 60607
 PHONE: 312.251.1800 WWW.CLARKDIETZ.COM

PROJECT TITLE
**CITY OF DECATUR, ILLINOIS
 BRUSH COLLEGE
 FORCE MAIN**

DATE	REVISION

PROJECT No.
D0090131

DRAWING No.