

**PREPARED BY AND AFTER
RECORDING, RETURN TO:**

Brian P. Crowley
Franczek Radelet
300 South Wacker, Suite 3400
Chicago, Illinois 60606

SPACE ABOVE THIS LINE FOR RECORDER

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “Agreement”) is dated as of this ___ day of _____, 2017 by and between VERTICAL TOWER PARTNERS, LLC, an Illinois limited liability company (“Grantor”) and BOARD OF EDUCATION MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT NO. 3, Champaign and Piatt Counties, Illinois (“District”).

RECITALS

Grantor owns fee simple title to the real estate legally described on Exhibit A attached hereto and made a part hereof (“Grantor’s Parcels”) and the District owns the real estate legally described on Exhibit B attached hereto and made a part hereof (the “District’s Parcel”). The District has requested, and Grantor is willing to grant, that certain perpetual, permanent non-exclusive easement on, over, under and across that certain portion of Grantor’s Parcels as depicted on Exhibit C attached hereto and made a part hereof along with such portions of the Grantor’s Parcel reasonably necessary (the “Easement Area”) for purposes of storm water drainage from District’s Parcel, and the operating of drainage improvements and related fixtures and appurtenances therein (collectively, the “Waterway”).

GRANT

1. Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the District a perpetual, permanent non-exclusive easement on, over and across the Easement Area for purposes of Grantee’s use of and right to the Waterway.

2. Construction of Waterway. The District agrees to pay for one-half of the cost of the construction of the Waterway (the "District Payment"); provided that the District Payment shall not exceed \$5,000. The District shall make the District Payment within 30 days after the District confirms that the construction of the Waterway substantially conforms to the construction specifications set forth Exhibit D attached hereto and made a part hereof. Grantor agrees to complete the Waterway prior to September 1, 2017. In the event Grantor does not complete the Waterway prior to September 1, 2017, the District shall have the right (but not the obligation) to construct the Waterway and Grantor shall promptly reimburse the District for one-half of the cost of the construction of the Waterway incurred by the District.

3. Time and Notice of Work. Except in the event of an emergency, the District shall make all reasonable efforts to give Grantor reasonable prior notice of its intention to perform work on the Easement Area and the Waterway.

4. Grantor Restrictions. Grantor and Grantor's successors shall not construct or install any buildings on the Easement Area nor undertake any other activities on the Easement Area which unreasonably interfere with the District's intended use of the Easement Area. In the event Grantor or its successors in any manner damages the Easement Area or the Waterway, it shall upgrade, restore and repair the Easement Area and/or the Waterway to the condition existing immediately preceding such damage.

5. Warranty of Title. Grantor hereby warrants and represents to the District (i) that Grantor is the record and beneficial owner of fee simple title to the Easement Area, (ii) that no other person has any legal, beneficial, contractual, or security interest in the Easement Area, (iii) that Grantor has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Easement Area as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by Grantor will (a) result in a breach or default under any agreement to which Grantor is a party or to which Grantor or the Easement Area is bound or (b) violate any statute, law, restriction, court order, or agreement to which Grantor or the Easement Area is subject.

6. Further Assurances. Grantor hereby represents and warrants that Grantor shall take all necessary action so that this Agreement shall be released from any liens or encumbrances, including but not limited to, mechanics' lien claims, security agreements, and assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the District's right, title, and interest therein.

7. Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises, and shall be binding upon and inure to the benefit of Grantor and the District and their respective heirs, executors,

administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

8. Transfer of Ownership. Whenever a transfer of ownership of any parcel or portion thereof subject to this instrument occurs, the obligation of the transferor for performance of covenants with respect to such transferred parcel (or portion thereof) shall automatically terminate. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the parcel or portion thereof being transferred.

9. Construction. The rule of strict construction does not apply to this Easement.

10. Amendment. No amendment, revision, or modification of this Agreement shall be effective unless it is in writing and signed by the Parties.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the terms of the Parties' agreement, and supersedes all prior and concurrent promises, representations, proposals, negotiations, discussions, and agreements that may have been made in connection with the subject matter of this Agreement.

12. Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Champaign County, Illinois, or the federal district court for the Central District of Illinois.

13. Binding. This Agreement shall be binding on the Parties, their successors, and permitted assigns and shall run with the land.

14. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the District or Grantor.

15. Recording. This Agreement shall be recorded by the District at the District's cost with the Champaign County Recorder of Deeds.

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement on the date and year first written above.

DISTRICT:

BOARD OF EDUCATION OF MAHOMET-SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT NO. 3, Champaign and Piatt Counties, Illinois,

By: _____
President

Attest: _____
Secretary

GRANTOR:

VERTICAL TOWER PARTNERS, LLC, an Illinois limited liability company

By: _____
Darrin M. Peters, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Darrin M. Peters, personally known to me to be the Manager of Vertical Tower Partners, LLC and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my hand an official seal, this _____ day of _____, 2017.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, President and _____, Secretary of the Board of Education of Mahomet-Seymour Community Unit School District No. 3, Champaign and Piatt Counties, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

Given under my hand an official seal, this _____ day of _____, 2017.

Notary Public

Exhibit A

[Legal Description – Grantor's Parcel]

Exhibit B

[Legal Description – District's Parcel]

Exhibit C

[Easement Area]

Exhibit D

[Waterway Construction Specifications]

**PREPARED BY AND AFTER RECORDING,
RETURN TO:**

Brian P. Crowley
Franczek Radelet
300 South Wacker, Suite 3400
Chicago, Illinois 60606

SPACE ABOVE THIS LINE FOR RECORDER

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RECITALS

Grantor owns fee simple title to the real estate legally described on Exhibit A attached hereto and made a part hereof ("Grantor's Parcels") and the District owns the real estate legally described on Exhibit B attached hereto and made a part hereof (the "District's Parcel"). The District has requested, and Grantor is willing - , subject to the terms and conditions herein, and a "Road Condition", as hereinafter set forth - to grant; that certain perpetual, permanent nonexclusive easement on, over, under and across that certain portion of Grantor's Parcels as depicted on Exhibit C attached hereto and made a part hereof along with such portions of the Grantor's Parcel reasonably necessary (the "Easement Area") for purposes of storm water drainage from District's Parcel, and the operating of drainage improvements and related fixtures and appurtenances therein (collectively, the "Waterway").

GRANT

1. Easement. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the District a perpetual, permanent nonexclusive easement on, over and across the Easement Area for purposes of Grantee's use of and right to the Waterway.

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~~2.~~ Construction of Waterway - Payment. The District agrees to pay for one-half of the cost of the construction of the Waterway (the "District Payment"); provided that the District Payment shall not exceed \$5,000. The District shall make the District Payment within 30 days after the District confirms that the construction of the Waterway substantially conforms to the construction specifications set forth in Exhibit D attached hereto and made a part hereof.

~~2.3.~~ Construction of Waterway – Timing. Provided that the Road Condition has been met, Grantor agrees to complete the Waterway ~~prior as soon as reasonably possible thereafter,~~ and will use its best efforts to September 1, 2017, complete the Waterway within days thereafter. In the event Grantor does not complete the Waterway ~~prior to September 1, 2017~~ within the aforesaid time frame, the District shall have the right (but not the obligation) , after giving the Grantor thirty (30) days notice of such intention, to construct the Waterway, and Grantor shall promptly reimburse the District for one- half of the cost of the construction of the Waterway incurred by the District, ~~within 30 days after completion,~~ Payment shall not exceed \$5,000.;

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Time and Notice of Work-

~~3.4.~~ Work after Initial Construction.; Timing and Notice. All necessary maintenance and upkeep of the Easement Area and Waterway shall be the obligation of the District. Except in the event of an emergency, the District shall make all reasonable efforts to give Grantor reasonable prior notice of its intention to perform work on the Easement Area and the Waterway when needed from time to time.

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5. Restoration of Easement Area; Indemnification: After any work done by the District within the Easement Area and after the initial construction should it have been accomplished by the District, the District shall restore the Easement Area to the approximate condition existing at the place of construction before the commencement thereof; and shall remove all surplus soil and debris resulting from said work. The District shall fertilize, seed and mulch all disturbed turf areas so as to accomplish such restoration and so that ~~permanend~~permanent grass cover shall be maintained on the Waterway – provided that the District will not be required to replace shrubs, trees or bushes. The District will indemnify and save harmless the Grantor, its successors and assigns, for any and every claim, demand, suit and payment in respect thereof, or in respect of any of them with reference to injury to person, or damage to property caused by any of the work performed by the District

hereunder, and require its contractors to so indemnify and save harmless the said Grantor, its successors and assigns.

6. Road Condition: It is understood that the obligation of the Grantor herein to grant the easement described herein is conditioned upon and subject to the planning and creation of a public road (the "Road") by the -Village of -Mahomet to serve Grantor's Parcel and create access to Grantor's parcel from the north, running through portions of Grantor's Parcel and the Districts Parcel and connecting with Churchill Road, all as depicted on Exhibit D attached hereto. Exhibit D is not intended at this time to depict the exact location of the Road, which will be determined hereafter by the terms of an agreement involving the District and the Village and the Grantor, relating to construction of the Road and maintenance obligations and other related issues, and once the location of the Road has been finally determined, a new Exhibit D will be initialed by the parties and attached hereto.- The obligations of the Grantor to grant the easement hereunder are subject and conditioned upon the Grantor receiving such assurances and documentation as it shall reasonably require to confirm that the Road will in fact be completed.

4.7. Grantor Restrictions. Grantor and Grantor's successors shall not construct or install any buildings on the Easement Area nor undertake any other activities on the Easement Area which unreasonably interfere with the District's intended use of the Easement Area. In the event Grantor or its successors in any manner damages the Easement Area or the Waterway, it shall upgrade, restore and repair the Easement Area and/or the Waterway to the condition existing immediately preceding such damage.

8. Warranty of Title. Grantor hereby warrants and represents to the District (i) that Grantor is the record and beneficial owner of fee simple title to the Easement Area, (ii) that no other person has any legal, beneficial, contractual, or security interest in the Easement Area, (iii) that Grantor has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Easement Area as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by Grantor will (a) result in a breach or default under any agreement to which Grantor is a party or to which Grantor or the Easement Area is bound or (b) to the knowledge of the grantor, violate any statute, law, restriction, court order, or agreement to which Grantor or the Easement Area is subject.

5.9. Substitution of Drainage ~~Facilities~~ ~~If~~Facilities. If at any time the Grantor proposes to subdivide or otherwise develop Grantor's Parcel in a manner that will cause interference with the Waterway, the District will, within 60 days of a valid request by Grantor, vacate the Easement Area , provided that adequate ~~stormwater~~storm water management infrastructure is designed to be constructed as part of the said development which will

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adequately replace the then existing Easement Area and Waterway- with such vacation to take effect upon completion of such substitute stormwaterstorm water management infrastructure.

~~6-10.~~ Further Assurances. Grantor hereby represents and warrants that Grantor shall take all necessary action so that this Agreement shall be released from any liens or encumbrances, including but not limited to, mechanics' lien claims, security agreements, and assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the District's right, title, and interest therein.

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~~7-11.~~ Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises, and shall be binding upon and inure to the benefit of Grantor and the District and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

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~~8-12.~~ Transfer of Ownership. Whenever a transfer of ownership of any parcel or portion thereof subject to this instrument occurs, the obligation of the transferor for performance of covenants with respect to such transferred parcel (or portion thereof) shall automatically terminate. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the parcel or portion thereof being transferred.

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~~9-13.~~ Construction. The rule of strict construction does not apply to this Easement.

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~~10-14.~~ Amendment. No amendment, revision, or modification of this Agreement shall be effective unless it is in writing and signed by the Parties.

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~~11-15.~~ Entire Agreement. This Agreement constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the terms of the Parties' agreement, and supersedes all prior and concurrent promises, representations, proposals, negotiations, discussions, and agreements that may have been made in connection with the subject matter of this Agreement.

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~~12.16.~~ Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Champaign County, Illinois, or the federal district court for the Central District of Illinois.

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~~13.17.~~ Binding. This Agreement shall be binding on the Parties, their successors, and permitted assigns and shall run with the land.

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~~14.18.~~ No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the District or Grantor.

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~~15.19.~~ Recording. This Agreement shall be recorded by the District at the District's cost with the Champaign County Recorder of Deeds but not until it becomes final by the Road Condition having been met, and no recording of this document shall be deemed public notice of any of District's rights hereunder until and unless said recorded copy is executed below by Grantor confirming that the Road Condition has been met.

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IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement on the date and year first written above.

DISTRICT: Attest: _____
Secretary

BOARD OF EDUCATION OF
MAHOMETSEYMOUR COMMUNITY
UNIT SCHOOL
DISTRICT NO. 3, Champaign and Piatt
Counties, Illinois,

GRANTOR:
VERTICAL TOWER PARTNERS, LLC, an
Illinois limited liability company

By: _____
President

By: _____
Darrin M. Peters, Manager

The Grantor aforesaid does hereby confirm that the Road Condition heretore described has been met as of this ____ day of _____, 20____
VERTICAL TOWER PARTNERS, LLC
By: _____
Darrin M. Peters, Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Darrin M. Peters, personally known to me to be the Manager of Vertical Tower Partners, LLC and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my hand an official seal, this _____ day of _____, 2017.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, President and _____, Secretary of the Board of Education of Mahomet-Seymour Community Unit School District No. 3, Champaign and Piatt Counties, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

Given under my hand an official seal, this _____ day of _____, 2017.

Notary Public

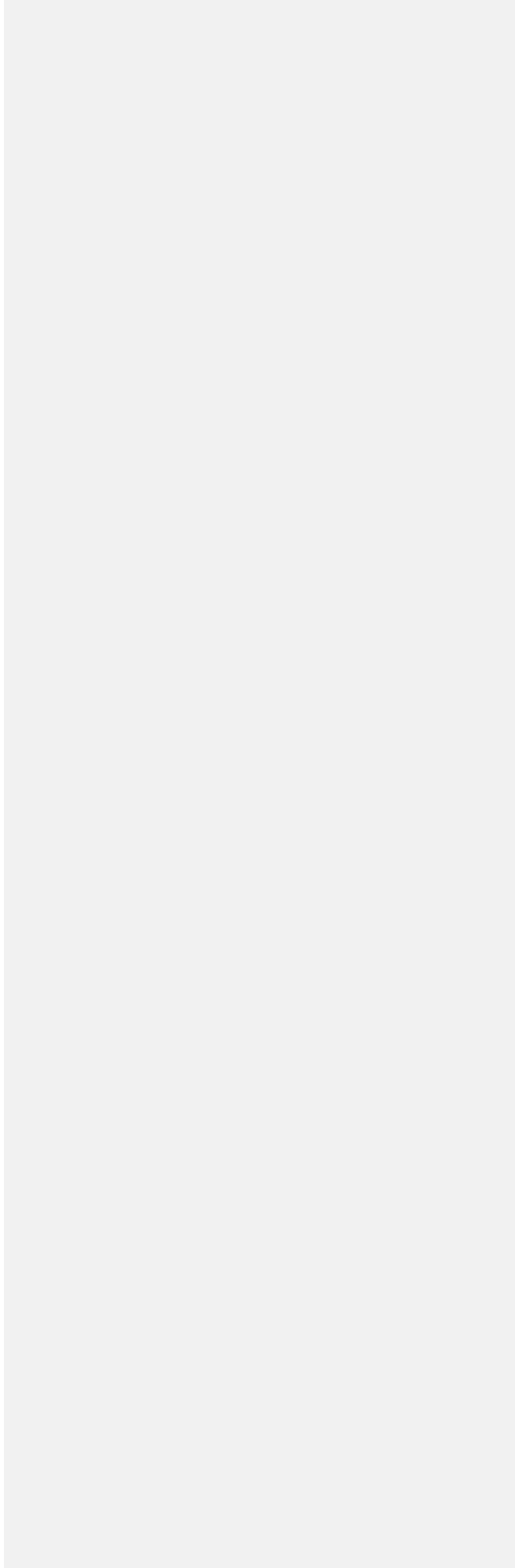


Exhibit 1

[Legal Description – Grantor's Parcel]

Exhibit 2

[Legal Description – District’s Parcel]

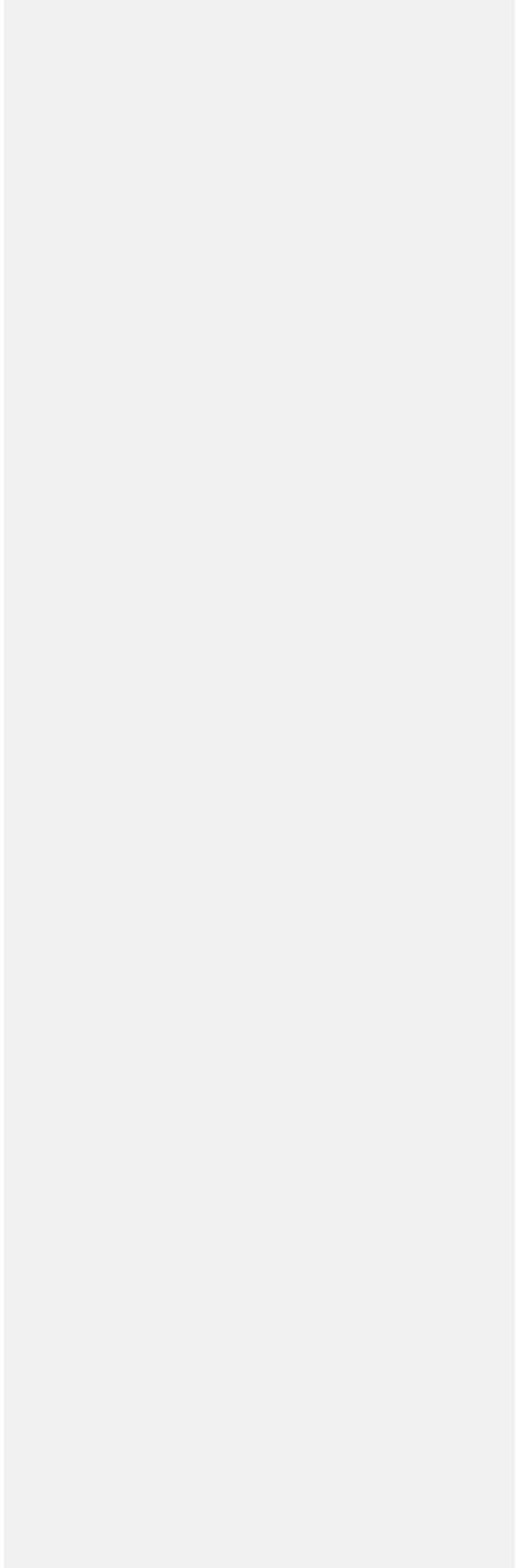


Exhibit 3

[Easement Area]

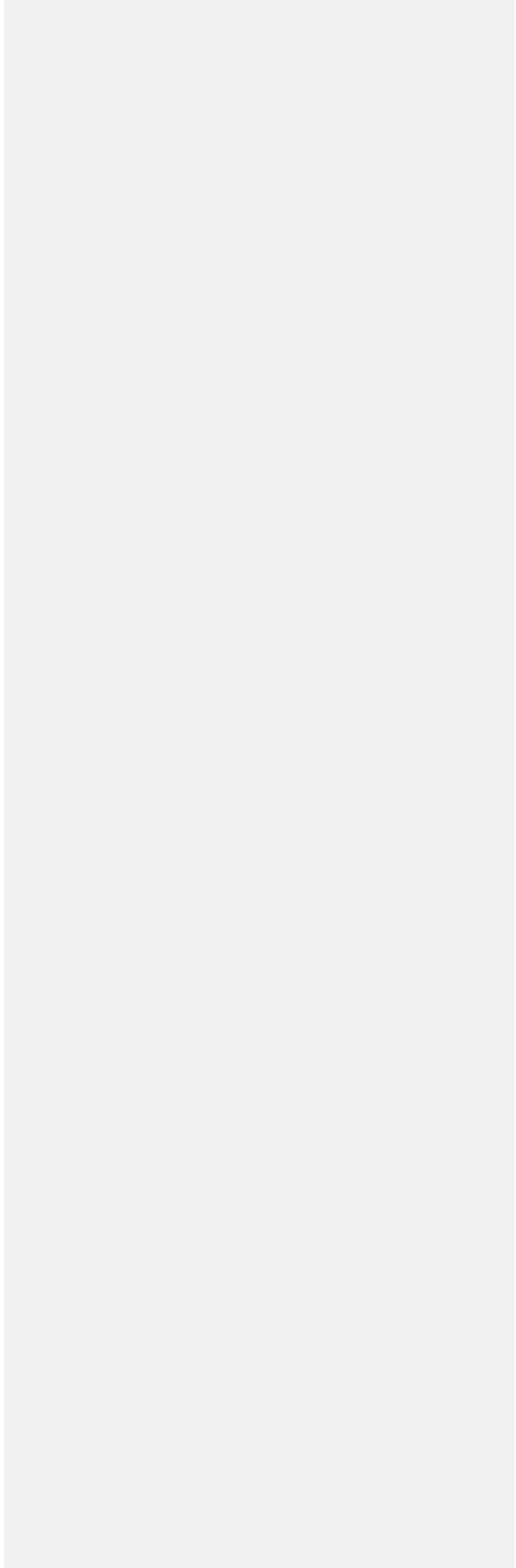
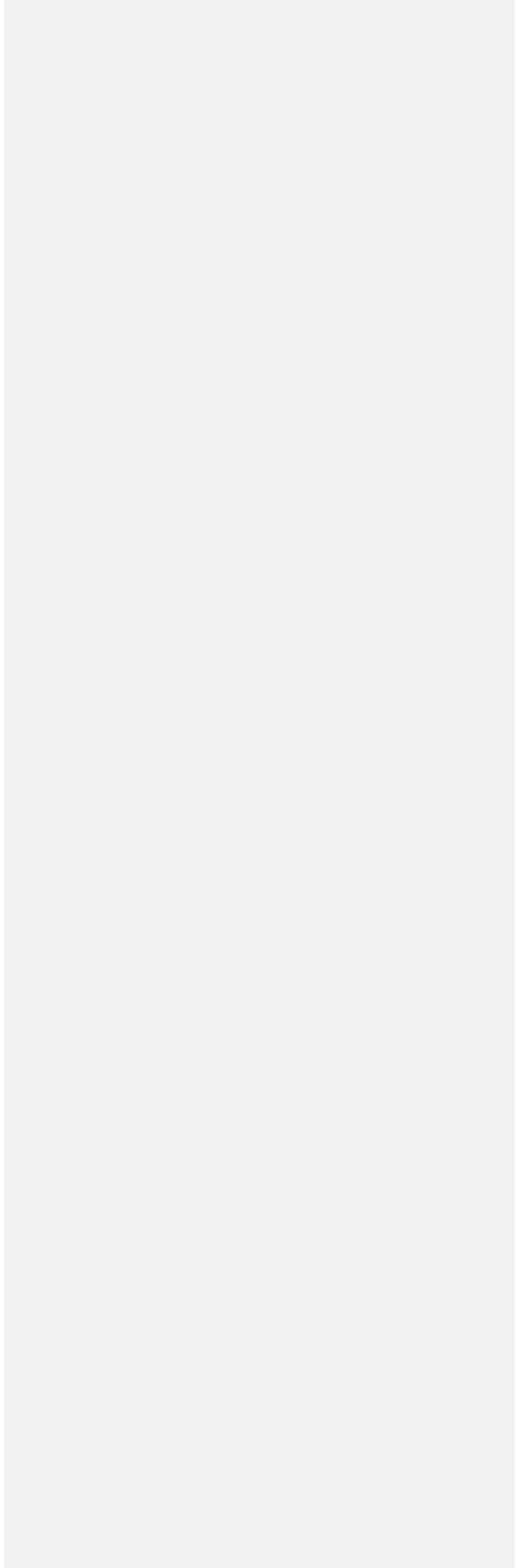


Exhibit 4

[Waterway Construction Specifications]





Proposal

Darrin Peters
1107 S. Division Street
Mahomet, IL 61853

Job: Mahomet School / Conway Farms Storm Sewer Work
Location: Mahomet, IL

Mid Illinois Concrete proposes to furnish all labor, material and equipment to complete the following scope of work for the lump sum pricing indicated below:

Scope of Work:

1. 48" Storm Sewer (Approx. 600 LF):

- Furnish and install approx. 600 LF of 48" RCP Storm Sewer from the existing outlet structure of Middletown Prairie School to the existing basin of Conway Farms
- Furnish and install two each 72" storm manholes with open frame and grate castings.
- Furnish and install 48" FES at outlet to basin with toe block and rip-rap.
- Seeding and mulching of disturbed areas.

Total Base Bid for Storm Sewer Work: \$101,500.00

Exclusions / Clarifications:

- Testing, permits, fees and bonds are not included.
- Locating of private utilities is by provided by others. Mid-Illinois Concrete is not responsible for any damage, delays or associated cost due to unmarked private utilities.
- Fine grading, seeding, mulching and landscaping are not included.
- This proposal, including terms and conditions, if accepted will become part of any contract document.
- This proposal is good for 30 days.

Ph: 217.366.3444
Fax: 217.954.1601

P.O. Box 926, Champaign, IL 61824-0926



Proposal

Thank you for the opportunity to quote this project. Please feel free to contact me if you have any questions or concerns.

Mid Illinois Concrete & Excavation, Inc.

Kevin Modglin

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as listed as above. Payments will be made upon receipt of invoice unless other arrangements are made.

Authorized
Signature: _____

Date of
Acceptance: _____



Proposal

Darrin Peters
1107 S. Division Street
Mahomet, IL 61853

Job: Mahomet School / Conway Farms Drainage Waterway Work
Location: Mahomet, IL

Mid Illinois Concrete proposes to furnish all labor, material and equipment to complete the following scope of work for the lump sum pricing indicated below:

Scope of Work:

- 1. Drainage Channel Grading Work, 4' wide at bottom and 20' wide at top, minimum of 1% slope (Approx. 400 LF), Erosion Control and Storm Sewer Work (Approx. 200 LF) of Channel,):**
 - Grade new waterway channel from the existing outlet of the school, across the field to the existing storm pipe and berm approx. 200 LF east of the existing pond.
 - Excavated material shall be used to fill the existing drainage swale and provide positive drainage from the east to west.
 - Furnish and place 4x8 Rip Rap Stone at the Storm Influent on the west end of the new drainage channel.
 - Furnish and place 4 EA Ditch Checks evenly spaced in the new drainage channel. Ditch checks shall be 4x8 Rip Rap, 20' wide, 1.5' high and 5' wide at the base.
 - Furnish and install a new 24" diameter HDPE storm tile to replace the existing 10" tile.
 - Furnish and place two each 24" PCC flared end sections at each end the new 24" diameter tile.
 - Seeding and mulching of disturbed areas.

Total Base Bid for Channel Grading Work: \$18,650.00

Exclusions / Clarifications:

- Testing, permits, fees and bonds are not included.
- Locating of private utilities is by provided by others. Mid-Illinois Concrete is not responsible for any damage, delays or associated cost due to unmarked private utilities.
- Fine grading, seeding, mulching and landscaping are not included.

Ph: 217.366.3444
Fax: 217.954.1601

P.O. Box 926, Champaign, IL 61824-0926



Proposal

- This proposal, including terms and conditions, if accepted will become part of any contract document.
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Thank you for the opportunity to quote this project. Please feel free to contact me if you have any questions or concerns.

Mid Illinois Concrete & Excavation, Inc.

Kevin Modglin

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as listed as above. Payments will be made upon receipt of invoice unless other arrangements are made.

Authorized
Signature: _____

Date of
Acceptance: _____