

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED PROTECTION  
PROGRAM AGREEMENT FOR WEST WATERWAY IMPROVEMENTS  
WITH LYNN CLARKSON**

---

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:**

Section 1. That the Lake Decatur Watershed Protection Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Lynn Clarkson, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Lynn Clarkson, for a cost not to exceed \$49,529.70.

PRESENTED and ADOPTED this 15<sup>th</sup> day of April 2024.

---

Julie Moore Wolfe, Mayor

Attest:

---

City Clerk

**LAKE DECATUR WATERSHED**  
**PROTECTION PROGRAM AGREEMENT**

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between Lynn Clarkson ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Piatt, County, Illinois more particularly described as

*TRACT 1:*

*That part of the Southwest 1/4 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:*

*beginning at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set; thence S.29°29'23"E.-769.12 feet to an iron pin set; thence S.1°33'01"W.-485.62 feet to an iron pin set; thence S.37°47'59"E.-112.27 feet to an iron pin set; thence S.0°15'55"W.-1442.00 feet to an iron pin set on the South line of the Southwest 1/4, of said Section 13; thence N.88°56'27" W.-1713.38 feet along said South line to an iron pin set marking the Southwest corner of said Section 13; thence N.0°27'20"E.-2682.52 feet along the West line of the Southwest 1/4, of said Section 13 to the point of beginning, containing 100.54 acres, more or less.*

*TRACT 2:*

*That part of the South 1/2 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:*

*commencing at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set marking the point of beginning; thence continuing S.88°42'32"E.-1379.51 feet along said North line to an iron pin set marking the Northeast corner of the Southwest 1/4, of said Section 13; thence S.0°28'59" W.-1335.90 feet along the East line of the Southwest 1/4, of said Section 13 to an iron pin set marking the Northwest corner of the Southwest 1/4, of the Southeast 1/4, of said Section 13; thence S.88°49'31"E.-1331.60 feet along the North line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Northeast corner thereof; thence S.0°21'28" W.-1333.25 feet along the East line of*

*the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Southeast corner thereof; thence N.88°56'27" W.-2263.67 feet along the South line of said Section 13 to an iron pin set; thence N.0°15'55"E.-1442.00 feet to an iron pin set; thence N.37°47'59" W.-112.27 feet to an iron pin set; thence N.1°33'01"E.-485.62 feet to an iron pin set; thence N.29°29'23"W.-769.12 feet to the point of beginning, containing 102.74 acres, more or less.*

*Permanent Index Number 08-13-17-004-004*

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or maintenance of Project beyond the specified amount set forth in this Agreement.

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of funds provided in this Agreement or the

Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

14. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

OWNER:

Lynn Clarkson  
Po Box 80  
Cerro Gordo, Il 61818

CITY:

City of Decatur  
City Clerk  
One Gary K. Anderson Plaza  
Decatur, IL 62523

15. Owner and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any

reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

24. If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS

Lynn Clarkson

PRINTED NAME OF OWNER

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

Date: March 22, 2024

**Lake Decatur Watershed  
Protection Program Agreement  
Project Expenses and Reimbursement Schedule**

Owner Name: Lynn Clarkson

Application Number: LD22-14 West

Name and Address of Contractor	Bid Price
<b>Hutchens Bulldozing, Inc 2049 East 1350 North Road Assumption, IL 62510 217-226-4334</b>	<b>\$50,030.00</b>

**Owner will not allow any work to begin prior to both parties approval of this Agreement.**

**Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A 10% contingency has been added for minor change orders.**

$$\begin{array}{rcl}
 \$ \underline{50,030.00} & + & \$ \underline{5,003.00} \\
 \text{Bid Price} & & \text{10\% Contingency} \\
 & & = & \$ \underline{55,033.00} \\
 & & & \text{Total Not to Exceed Project Cost}
 \end{array}$$

$$\begin{array}{rcl}
 \text{Owner Reimbursement: } \$ \underline{55,033.00} & \times & 90\% \\
 \text{Total Project Cost} & & = & \$ \underline{49,529.70} \\
 & & & \text{Maximum City Reimbursement to Owner}
 \end{array}$$

# CLARKSON FARM CONSTRUCTION PLANS

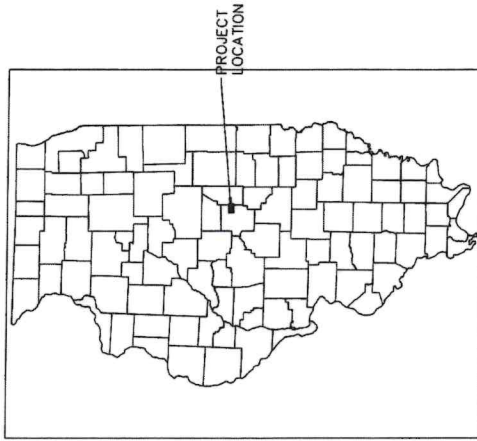
## WILLOW BRANCH TWP. PIATT COUNTY, ILLINOIS SEC. 13 T17N R4E



PROJECT SITE

### GENERAL NOTES

- EXISTING CONDITIONS - THE EXISTING CONDITIONS SHOWN IN THE PLANS ARE BASED UPON A VISUAL SURVEY OF THE SITE. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND MAY NOT DEPEND ON THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPACT OF THE SITE, PRIOR TO THE SUBMITTAL OF BIDS. TO VIEW THE SITE, VISITATIONS CAN BE SCHEDULED BY CONTACTING THE OWNER/ENGINEER.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR ALL SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING THE PROTECTION OF ALL EXISTING UTILITIES AND RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY CONSTRUCTION OPERATIONS PERTAINING TO PUBLIC INFRASTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
- UNREMOVABLE FILL MATERIAL, ANY REMOVAL ITEMS OR CONSTRUCTION DEBRIS SHALL BE DISPOSED BY THE ENGINEER/OWNER/OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
- ALL DISTURBED AREAS TO BE SEEDS SHALL RECEIVE A MINIMUM OF 4" OF CLEAN TOPSOIL PLACED TO THE GRADE LINES AS SHOWN ON THE PLANS.
- ALL FIELD TILES ENCOUNTERED AND DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
- WHERE SECTION STAKES OR PROPERTY MARKERS ARE ENCOUNTERED, ALL MARKERS SHALL BE PROTECTED AND PRESERVED WITH AN OWNER OR PROFESSIONAL LAND SURVEYOR HAS BEEN ADVISED. THE CONTRACTOR SHALL MAINTAIN RECORDS SHOWING THE PROJECT SITE KEEPING THEM FREE FROM MAP AND DEBRIS AT ALL TIMES.
- THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS TO PROTECT PUBLIC AND PRIVATE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
- THE CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS - LOCATION, ELEVATION, ETC. TO THE CENTER LINE WITH AS-BUILT DIMENSIONS OF ALL UNDERGROUND IMPROVEMENTS. IMPROVEMENTS TO REMAIN THAT ARE DAMAGED AS A RESULT OF THE WORK SHALL BE REPAIRED TO ORIGINAL CONDITIONS.
- ALL ELEVATIONS AS SHOWN REFER TO USGS DATA AT MEAN SEA LEVEL.
- EXISTING SUBSURFACE LOCATIONS ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY LOCATIONS AND DEPTHS PRIOR TO EXCAVATION.
- EXCAVATE AND/OR PLACE FILL AS REQUIRED TO ACHIEVE PROPOSED GRADE ELEVATION. PLACE FILL IN LAYERS NOT MORE THAN 9" IN LOOSE DEPTH AND COMPACT WITH COMPACTION EQUIPMENT.
- ALL SLOPES SHALL BE UNIFORM TO AVOID FLOODING (PROVIDE POSITIVE DRAINAGE).



PROJECT LOCATION

N  
A  
N  
D

LOCATION MAP  
1" = 5000'

### INDEX OF SHEETS

- |    |                              |
|----|------------------------------|
| 1  | COVER SHEET                  |
| 2  | OVERALL MAP                  |
| 3  | EAST WATERWAY PLAN           |
| 4  | WEST WATERWAY PLAN           |
| 5  | EAST WATERWAY PROFILE        |
| 6  | WEST WATERWAY PROFILE        |
| 7  | EAST WATERWAY DETAILS        |
| 8  | WEST WATERWAY DETAILS        |
| 9  | SPECIFICATIONS               |
| 10 | OPERATION AND MAINTENANCE    |
| 11 | EAST WATERWAY CROSS SECTIONS |
| 12 | WEST WATERWAY CROSS SECTIONS |



LARGEST PROFESSIONAL ENGINEER NO. 8888

DATE SIGNED: \_\_\_\_\_

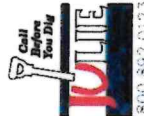
LICENSE EXP. DATE: \_\_\_\_\_



**MARTIN ENGINEERING COMPANY** of Illinois  
CONSULTING ENGINEERS AND ARCHITECTS  
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 18-000-0059  
3825 SOUTH 6TH STREET, FRONTAGE ROAD WEST  
MORNING HAVEN, ILLINOIS 62450  
Phone: (317) 681-8800, Fax: (317) 681-8822, Email: [info@martineng.com](mailto:info@martineng.com)

DATE: FEBRUARY 2, 2024

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ENGINEER & LAND SURVEYOR  
MARTIN ENGINEERING COMPANY  
3825 SOUTH 6TH STREET, FRONTAGE ROAD WEST  
MORNING HAVEN, ILLINOIS 62450  
CONTACT: TYLER WALKER (317) 681-8800

NO.	DATE	REVISION	BY

**MATTIN ENGINEERING COMPANY**  
CONSULTING ENGINEERS AND SURVEYORS  
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 040455)  
3965 S. 8TH ST. FRONTAGE RD. WEST, SPRINGFIELD, ILLINOIS 62703  
PHONE: (217) 666-8900, E-MAIL: mnc@matte.com

**OVERALL MAP**  
**CLARKSON WATERWAY**  
**CERRO GORDO, IL**

DATE:	2/2/2024
SCALE:	1"=200'
DRAWN BY:	SRJ
CHECKED BY:	TKW
DWG. NO.:	CLARKSON
SHEET NO.:	2
MEC JOB #	22217

**LEGEND**

- PROPOSED CONTOUR, 1' INTERVAL (FINISH GRADE)
- PROPOSED CONTOUR, 5' INTERVAL (FINISH GRADE)
- EXISTING CONTOUR, 1' INTERVAL
- EXISTING CONTOUR, 5' INTERVAL
- TREE LINE
- PROPOSED SUBSURFACE DRAINAGE TILE
- PROPOSED TILE INLET
- OPEN DITCH
- PROPOSED SEEDING AREA

**NOTES**

- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THIS MAP ARE BASED ON RECORD DRAWINGS AND RECORD DATA AS PROVIDED TO THE SURVEYOR. UNDEGROUND UTILITIES/STRUCTURES MAY VARY FROM THE SHOWN LOCATIONS. THE SURVEYOR MAKES NO WARRANTY OR GUARANTEE OF THE ACCURACY OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
- TOPOGRAPHY SHOWN PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.

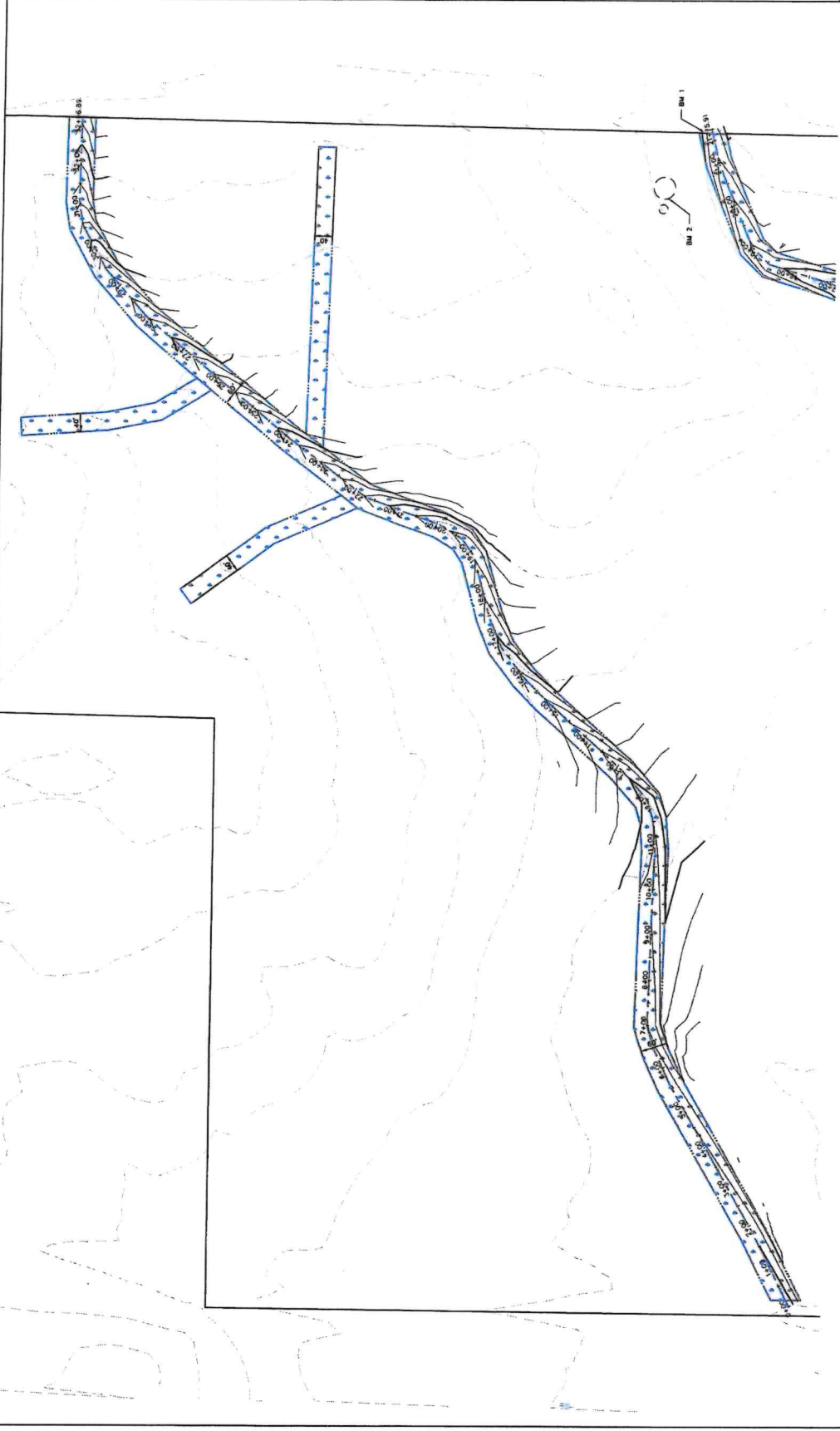


NO.	DATE	REVISION	BY

**MARTIN ENGINEERING COMPANY**  
*at Illinois*  
 ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-041558  
 3886 S. PINE ST., P.O. BOX 670, WEST SPRINGFIELD, ILLINOIS 62703  
 Phone: (217) 638-8300, Cell: 618-244-8300  
 Email: mce@martineng.com

**EAST WATERWAY RECONSTRUCTION**  
**CLARKSON WATERWAY**  
**CERRO GORDO, IL**

DATE: 2/22/2024  
 SCALE: 1"=200'  
 DRAWN BY: SRJ  
 CHECKED BY: TKW  
 DWG: CLARKSON  
 SHEET NO. **3**  
 MEC JOB # 22217



**NOTES**

- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE PROVIDED FOR INFORMATION ONLY. THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY EXCAVATION. ADDITIONAL BURIALS MAY VARY FROM LOCATIONS SHOWN HEREON. EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO REVEAL UNDERGROUND UTILITIES/STRUCTURES.
- TOPOGRAPHY SHOWN PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.

**BENCHMARK**

BENCHMARK #1: NORTHEAST CORNER TOP OF CONCRETE  
 LOCATION: 707.78  
 ELEVATION: 707.78

BENCHMARK #2: NORTHWEST CORNER TOP OF CONCRETE  
 LOCATION: 708.84  
 ELEVATION: 708.84

**LEGEND**

- PROPOSED SUBSURFACE DRAINAGE TILE
- PROPOSED TILE INLET
- OPEN DITCH
- PROPOSED SEEDING AREA

**LEGEND**

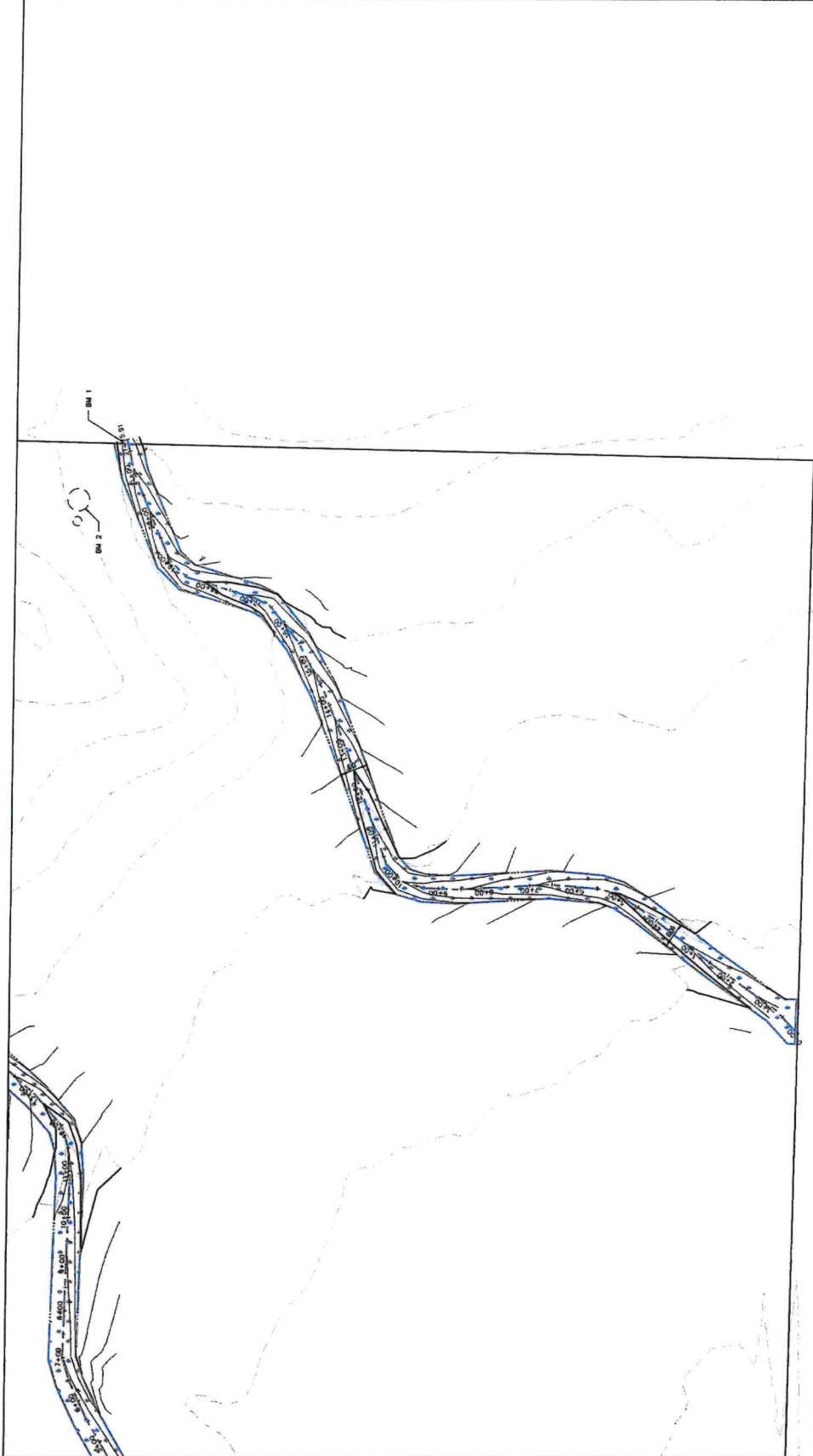
- PROPOSED CONTOUR, 1' INTERVAL
- PROPOSED CONTOUR, 5' INTERVAL (FINISH GRADE)
- EXISTING CONTOUR, 1' INTERVAL
- EXISTING CONTOUR, 5' INTERVAL
- TREE LINE

NO.	DATE	REVISION	BY

**MEC**  
**MARTIN ENGINEERING COMPANY**  
 CONSULTING ENGINEERS AND SURVEYORS  
 ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004581  
 3065 S. KENTON RD. WEST SPRINGFIELD, ILLINOIS 62703  
 Phone: (317) 895-8906, E-Mail: mecusa@martinengineering.com

**EAST WATERWAY RECONSTRUCTION**  
**CLARKSON WATERWAY**  
**CERRO GORDO, IL**

DATE: 2/22/2024  
 SCALE: 1"=200'  
 DRAWN BY: SRJ  
 CHECKED BY: TWV  
 DWS: CLARKSON  
 SHEET NO. **4**  
 MEC JOB # 22217



**LEGEND**

- PROPOSED CONTOUR, 1' INTERVAL (FINISH GRADE)
- PROPOSED CONTOUR, 5' INTERVAL (FINISH GRADE)
- EXISTING CONTOUR, 1' INTERVAL
- EXISTING CONTOUR, 3' INTERVAL
- TREE LINE
- PROPOSED SUBSURFACE DRAINAGE TILE
- PROPOSED TILE INLET
- OPEN DITCH
- PROPOSED SEEDING AREA

**BENCHMARK**

BENCHMARK #1: NORTHWEST CORNER TOP OF CONCRETE  
 ELEVATION: 707.78

BENCHMARK #2: NORTHWEST CORNER TOP OF CONCRETE  
 ELEVATION: 708.94

**NOTES**

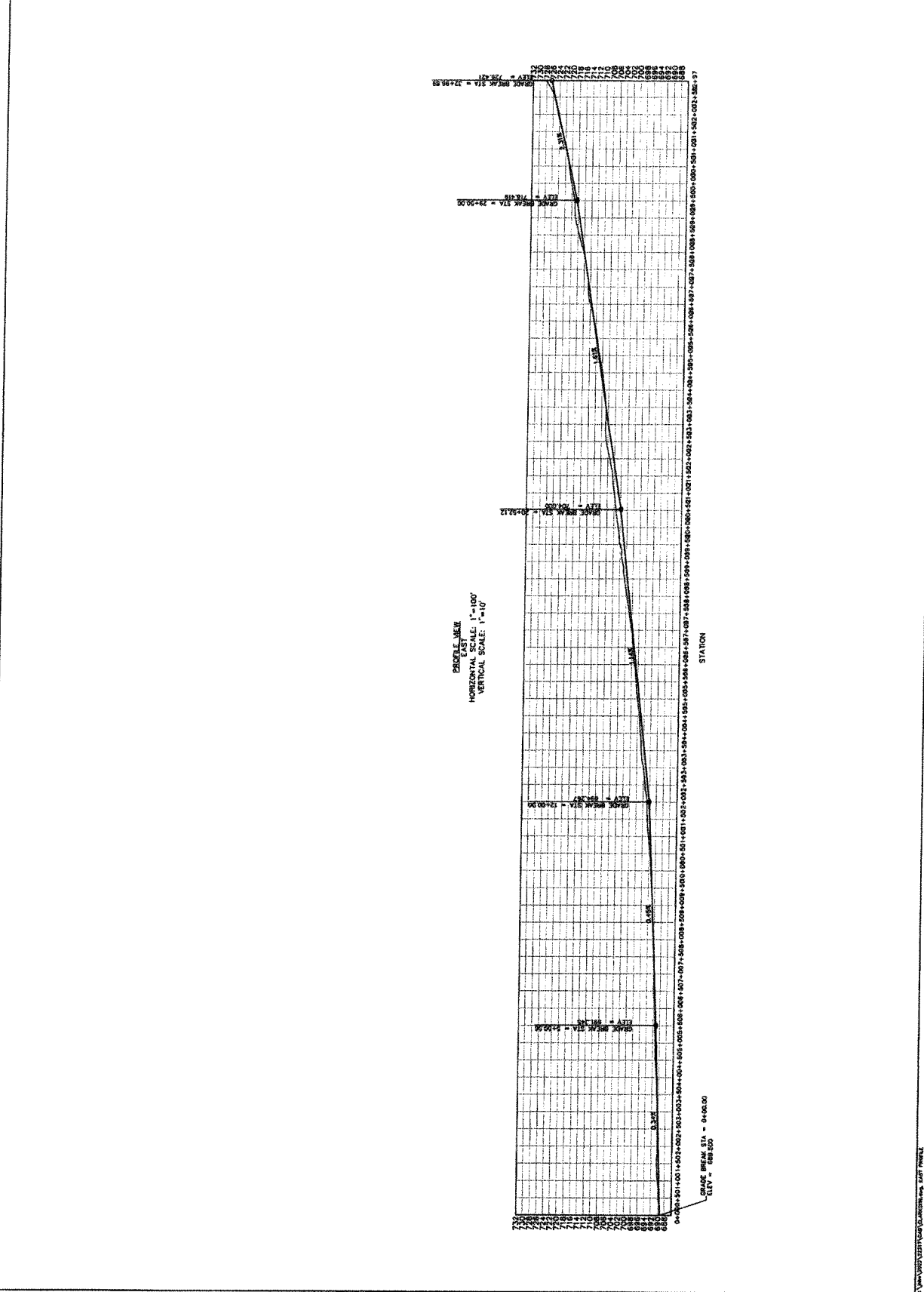
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON RECORD DRAWINGS AND RECORD DIMENSIONS PROVIDED. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS AND LOCATIONS MAY VARY FROM LOCATIONS SHOWN HEREON. EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
- TOPOGRAPHY SHOWN PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.

NO.	DATE	REVISION	BY

**M&E**  
**MARTIN ENGINEERING COMPANY**  
 CONSULTING ENGINEERS AND SURVEYORS  
 16100 PROFFERS ROAD, SUITE 100, BIRMINGHAM, ALABAMA 35243  
 Phone: (205) 998-8800, Email: mce@martinengineering.com

**EAST WATERWAY PROFILE**  
**CLARKSON WATERWAY**  
**CERRO GORDO, IL**

DATE: 2/2/2024  
 SCALE: 1"=200'  
 DRAWN BY: SRJ  
 CHECKED BY: TWW  
 DWG: CLARKSON  
 SHEET NO. **5**  
 MEC JOB # 22217

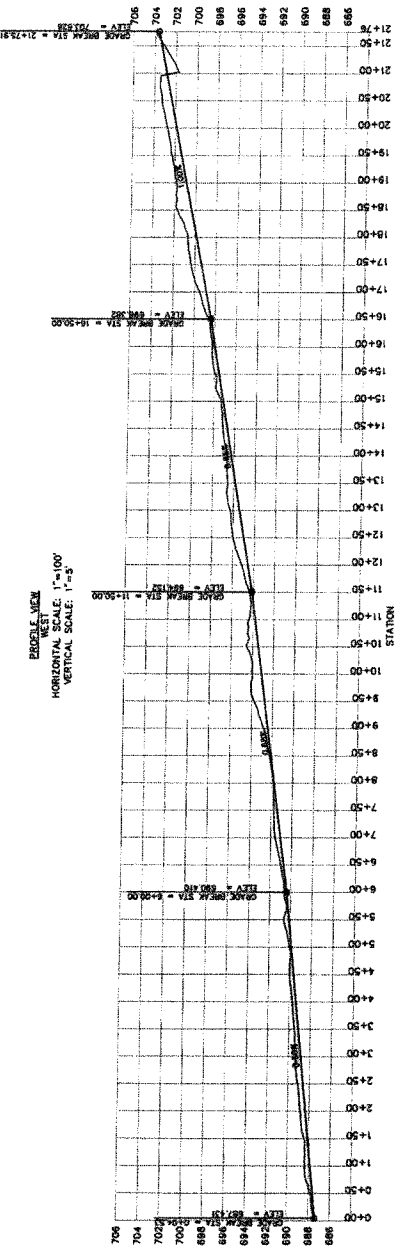


NO.	DATE	REVISION	BY

**MARTIN ENGINEERING COMPANY**  
 CONSULTING ENGINEERS AND SURVEYORS  
 3055 S. 87th ST., FORT MEADE, ILLINOIS 62703  
 TEL: 618-938-8900, FAX: 618-938-8901  
 E-MAIL: meco@martinengr.com

**WEST WATERWAY PROFILE**  
**CLARKSON WATERWAY**  
**CERRO GORDO, IL**

DATE: 2/22/24  
 SCALE: 1"=200'  
 DRAWN BY: SRJ  
 CHECKED BY: TNW  
 DWS: CLARKSON  
 SHEET NO. **6**  
 MEC\_JOB # 2217

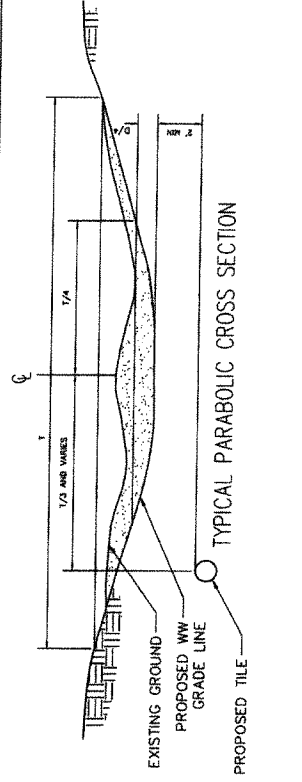


NO.	DATE	REVISION

**MARTIN ENGINEERING COMPANY**  
 ALL CONSULTING ENGINEERING AND SURVEYING  
 2008 S. 17TH ST. PROGRESS, MO. 64078  
 PHONE: (417) 781-9900, FAX: (417) 781-9901  
 WWW: MENGINEERING.COM

**CLARKSON WATERWAY**  
**CERRO GORDO, IL**  
**EAST WATERWAY DETAILS**

DATE:	2/2/2024
SCALE:	1"=50'
DRAWN BY:	SRJ
CHECKED BY:	TNW
DATE:	2/2/2024
DWG:	CLARKSON
SHEET NO.:	7
MEC JOB #	22317



Waterway Number	From Station	To Station	Grade (%)	Top Width T (ft.)	Depth D (ft.)	1/4 Top Width (ft.)	1/4 Depth (ft.)	Length (ft.)	The Diameter (in.)	Avg. Sead. Width (ft.)	Seeding Area (Sq. Ft.)	51000	54000	21000
0+00	5+50	12+00	20+50	29+50	33+00	2.31	1.4	1.4	15	15	15	15	15	15
5+50	12+00	20+50	29+50	33+00	2.31	1.4	1.4	1.4	0.6	0.6	0.4	0.4	0.4	0.4
0.34	0.45	1.12	1.61	1.61	2.31	1.4	1.4	1.4	550	650	850	900	350	350
60	60	60	60	60	60	60	60	60	60	60	39000	51000	54000	21000
2.4	2.2	1.7	1.5	1.4	1.4	1.4	1.4	1.4	60	60	60	60	60	60
15	15	15	15	15	15	15	15	15	60	60	60	60	60	60
0.6	0.6	0.4	0.4	0.4	0.4	0.4	0.4	0.4	60	60	60	60	60	60
550	650	850	900	350	350	350	350	350	60	60	60	60	60	60
33000	39000	51000	54000	21000	21000	21000	21000	21000	60	60	60	60	60	60

SEEDING FOR 4.5 ACRES			
Material	Kind	Lbs./Acre	Total Lbs. PLS <sup>1</sup>
Seed	Kentucky Bluegrass	20	90
	Perennial Ryegrass	10	45
Companion Spring Crop	Oats	32	144
	Wheat	20	90
Nitrogen (N)	Actual	120	540
	Phosphorus (P <sub>2</sub> O <sub>5</sub> )	Actual	120
Potassium (K <sub>2</sub> O)	Actual	120	540
	Actual	120	540
Lime	As needed	150	675
	Temporary Seeding	Wheat	150
Mulch	Straw or hay	2 T/Ac	9.0 Tons
	Anchor		0 sq. yd.

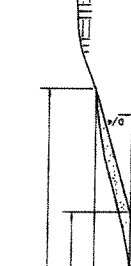
SEEDING PERIOD: Late winter to 5/15, 8/1 to 9/10<sup>2</sup>  
<sup>1</sup> Late summer seeding rate may be extended five (5) days if much is applied  
<sup>2</sup> Bulk seed rate = pure live seed (PLS) rate divided by % PLS  
<sup>3</sup> Late summer or fall

Station	Easting	Northing	Elevation Existing	Elevation Design	Elevation Difference	Point Type
0+00.00	880712.2533	1188890.617	689.693	689.693	0.000'	Start
1+00.00	880758.124	1188680.7582	690.307	690.303	0.174'	Regular
2+00.00	880904.9595	1188713.4327	690.403	690.373	0.030'	Regular
3+00.00	880855.7969	1188622.3191	690.360	690.713	-0.152'	Regular
4+00.00	880906.6344	1188541.2055	690.316	691.053	-0.137'	Regular
5+00.00	880957.4718	1188455.0919	691.391	691.392	-0.002'	Regular
5+50.56	880983.1756	1188411.5222	691.364	691.564	-0.000'	PVI
6+00.00	881004.9778	1188367.2041	691.798	691.787	0.011'	Regular
7+00.00	881040.4378	1188274.05	692.135	692.238	-0.103'	Regular
8+00.00	881037.7926	1188174.0849	692.481	692.689	-0.208'	Regular
9+00.00	881032.1465	1188074.1199	692.898	693.140	-0.242'	Regular
10+00.00	881032.1465	1187974.1652	693.468	693.591	-0.124'	Regular
11+00.00	881030.4639	1187874.2459	694.312	694.042	0.270'	Regular
12+00.00	881048.9304	1187776.7741	694.977	694.483	0.484'	Regular
13+00.00	881116.399	1187703.0786	696.175	695.699	0.566'	Regular
14+00.00	881191.8251	1187637.1921	697.172	696.724	0.447'	Regular
15+00.00	881266.8512	1187571.3056	698.233	697.840	0.393'	Regular
16+00.00	881337.4463	1187500.6177	699.204	698.956	0.248'	Regular
17+00.00	881393.1294	1187418.3022	700.231	700.071	0.160'	Regular
18+00.00	881425.5433	1187323.9164	701.785	701.187	0.598'	Regular
19+00.00	881456.5993	1187225.5847	703.287	702.301	0.984'	Regular
20+00.00	881533.0356	1187168.7615	704.692	703.418	1.273'	Regular
20+52.12	881582.3013	1187151.7413	705.495	704.000	1.495'	PVI
21+00.00	881627.4226	1187135.7402	706.052	704.769	1.283'	Regular
22+00.00	881717.6407	1187094.4106	707.495	706.375	1.120'	Regular
23+00.00	881798.2496	1187035.2311	708.864	707.981	0.883'	Regular
24+00.00	881878.4754	1186975.5552	709.329	709.587	-0.258'	Regular
25+00.00	881956.1596	1186912.5857	710.992	711.193	-0.201'	Regular
26+00.00	882033.8437	1186849.6161	712.491	712.799	-0.107'	Regular
27+00.00	882110.692	1186785.6467	714.717	714.404	0.307'	Regular
28+00.00	882186.4269	1186720.3457	716.213	716.010	0.203'	Regular
29+00.00	882264.0508	1186646.7767	718.853	717.616	1.237'	Regular
29+50.00	882386.8638	1186609.1457	719.177	718.419	0.758'	PVI
30+00.00	882311.0721	1186565.3969	720.167	719.573	0.595'	Regular
31+00.00	882346.0567	1186473.2259	721.723	721.879	-0.154'	Regular
32+00.00	882345.9693	1186373.4952	724.379	724.186	0.193'	Regular
32+96.89	882344.1247	1186276.53	728.243	726.421	1.822'	End

\*SEEDING PERIOD IS AN NRCS RECOMMENDATION CONSULT WITH ENGINEER/OWNER FOR APPROVAL FOR SEEDING DATES OUTSIDE THESE PLANTING PERIODS. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR SUMMER PLANTINGS.  
 \*ADDITIONAL SEEDING MAY BE REQUIRED FOR ALL DISTURBED AREAS FOR STRUCTURE INSTALLATION AND CONNECTION TO OUTLETS. USE THE SAME RATES PROVIDED ON THIS SHEET.  
 \*TEMPORARY SEEDING AND MULCHING, IF REQUIRED, SHALL BE INCIDENTAL TO SEEDING.

MARTIN ENGINEERING COMPANY  
CONSULTING ENGINEERS AND SURVEYORS  
209 S. PULASKI STREET, SUITE 100, JEFFERSON  
ILLINOIS 62202  
PHONE: (312) 598-8800 E-MAIL: meca@martinengineering.com

DATE: 2/20/20  
SCALE: 1"=20'  
DRAWN BY: SRJ  
CHECKED BY: TRW  
DWG: CLARKSON  
SHEET NO. 8  
REC. JOB # 22317



Waterway Number	From Station	To Station	Grades (%)	Top Width T (Ft.)	Depth D (Ft.)	1/4 Top Width (Ft.)	1/4 Depth (Ft.)	Length (Ft.)	Tile Diameter (In.)	Avg. Seed. Width (Ft.)	Seeding Area (Sq. Ft.)	SEEDING FOR 3.0 ACRES	Kind	Lbs./Acre	Total Lbs. PLS <sup>1</sup>
	0+00	6+00		11+50	16+50								Kentucky Bluegrass	30	60
	6+00	11+50	0.50	16+50	21+75								Perennial Ryegrass	10	30
	60	60		60	60	2.1	1.8	1.6					Companion Spring <sup>2</sup>	32	96
	2.3	2.1		15	15	15	15	15					Fall	20	60
	1.5	1.5		0.6	0.5	0.5	0.4						Wheat	120	360
	0.6	0.5		600	550	500	525						Actual	120	360
	60	60		As needed									Actual	120	360
	60	60		Wheat									As needed		
	36000	33000		Wheat									As needed		
	30000	30000		Straw or hay									As needed		
	450	6.0 Tons		2.7/AC									As needed		
	6.0 Tons												As needed		
													As needed		

Station	Easting	Northing	Elevation Existing	Elevation Design	Elevation Difference	Point Type
1+00.00	879506.0727	1187506.9599	688.398'	687.908'	0.489'	Regular
2+00.00	879588.4276	1187450.2353	688.892'	688.409'	0.483'	Regular
3+00.00	879669.7394	1187392.0506	689.369'	688.909'	0.460'	Regular
4+00.00	879750.1046	1187332.5406	689.751'	689.409'	0.342'	Regular
5+00.00	879833.3745	1187277.3484	690.099'	689.910'	0.189'	Regular
6+00.00	879931.2434	1187259.8623	690.663'	690.410'	0.253'	Regular
7+00.00	880030.9643	1187257.6602	691.584'	691.090'	0.494'	Regular
8+00.00	880130.8065	1187263.2761	691.835'	691.771'	0.064'	Regular
9+00.00	880230.6753	1187264.7254	692.872'	692.451'	0.421'	Regular
10+00.00	880322.8381	1187236.3609	694.040'	693.131'	0.909'	Regular
11+00.00	880369.4408	1187149.9668	694.406'	693.812'	0.594'	Regular
11+50.00	880387.0297	1187103.1627	694.396'	694.152'	0.244'	PVI
12+00.00	880404.6187	1187056.3885	695.169'	694.575'	0.594'	Regular
13+00.00	880440.1085	1186962.8712	696.305'	695.421'	0.884'	Regular
14+00.00	880477.2527	1186870.0256	696.705'	696.267'	0.438'	Regular
15+00.00	880521.9691	1186780.752	697.314'	697.113'	0.201'	Regular
16+00.00	880577.2585	1186697.9502	698.211'	697.959'	0.252'	Regular
16+50.00	880609.0127	1186659.3281	698.566'	698.382'	0.184'	PVI
17+00.00	880652.8985	1186636.6224	699.528'	698.881'	0.647'	Regular
18+00.00	880748.6735	1186608.0629	700.677'	699.879'	0.799'	Regular
19+00.00	880831.482	1186557.1418	701.798'	700.876'	0.922'	Regular
20+00.00	880870.5159	1186465.0789	702.739'	701.874'	0.866'	Regular
21+00.00	880909.5336	1186373.005	701.896'	702.871'	-0.975'	Regular
21+75.91	880927.0416	1186299.1489	703.780'	703.628'	0.151'	End

\*SEEDING PERIOD IS AN NRCS RECOMMENDATION. CONSULT WITH ENGINEER/DOWNER FOR APPROVAL FOR SEEDING DATES OUTSIDE THESE PLANTING PERIODS. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR SUMMER PLANTINGS.

\*\*ADDITIONAL SEEDING MAY BE REQUIRED FOR ALL DISTURBED AREAS FOR STRUCTURE INSTALLATION AND PROTECTION TO OUTLETS. USE THE SAME RATES PROVIDED ON THIS SHEET.

†TEMPORARY SEEDING AND MULCHING, IF REQUIRED, SHALL BE INCIDENTAL TO SEEDING.

SEEDING PERIOD: Late winter to 5/15, 8/1 to 9/10<sup>†</sup>  
<sup>†</sup>Late summer seeding date may be extended five (5) days if mulch is applied.  
<sup>‡</sup>Bulk seed rate = pure live seed (PLS) rate divided by % PLS  
<sup>§</sup>Planted prior to August 15  
<sup>¶</sup>Late summer or fall

NOTE

412sp - 1

NATURAL RESOURCES CONSERVATION SERVICE  
CONSTRUCTION SPECIFICATION  
GRASSED WATERWAY

**Scope**

The work shall consist of excavation and earthfill, along with furnishing and installing all materials for the grassed waterway as shown on the drawings and specified herein.

**Utilities**

The landowner and/or contractor shall be responsible for locating all buried utilities in the project area, including drainage tile and other structural measures.

**General**

Construction operations shall be carried out in a manner and sequence that erosion and air/water pollution are minimized and held within legal limits.

The completed job shall present a workmanlike appearance and shall conform to the line, grades, and elevations shown on the drawings or as staked in the field.

All operations shall be carried out in a safe and skillful manner. Safety and health regulations shall be observed and appropriate safety measures used. Contractor shall be assessed that all state laws concerning buried utilities have been met.

Documentation of materials used (rock delivery tickets, geotextile tags, seed tags, photographs of pipe labeling, etc) shall be saved and provided to NRCS.

All trees, stumps, brush and debris shall be removed from the site and disposed of so that they will not interfere with construction or proper functioning of the waterway. They shall not be deposited or buried in a draw.

**Salvaging Topsoil**

Where establishment of vegetation is determined to be a serious problem on subsoil, stockpile the best available soil for respreading uniformly over the waterway area after grading.

**Construction**

Deposit the soil removed from the waterway where it will not interfere with the flow of water into the waterway. This material can normally be deposited in low areas. Compact fills to prevent unequal settlement that would cause damage in the completed waterway.

Vegetate the waterway as soon as possible.

**Tolerances**

Construct the waterway to the specified width and depth. A parabolic waterway may be initially constructed as a trapezoid and then finished to the required shape. The center of the waterway shall be the lowest point. Additional top width within tolerance shall be maintained and vegetated.

Construction Tolerances	
Depth at Quarter Points	± 0.2 feet
Top Width	Up to 10% wider
Total Waterway Depth	Up to 0.2 feet deeper

**Vegetative Establishment**

As directed in the construction plans, use mulch anchoring, nurse crop, erosion control blanket, rock, straw or hay bale dikes, filter fences, or runoff diversion to protect the vegetation until it is established. Use a temporary vegetative cover during midsummer or after the fall seeding period to stabilize the waterway until a permanent grass mixture can be seeded. Remove the stabilizing crop prior to permanent seeding.

**Permanent Seeding: Conventional Method**

Spread lime and fertilizer uniformly and work it into the soil to a depth of 3-4 inches with a disk or suitable equipment, leaving a firm

NRCS, Illinois  
October 2014

412sp - 2

gallons of water. Minimum pH shall be 6.0 when inoculated legumes are included.

**Mulch and Anchoring**

If mulch is required, it shall be applied uniformly and shall be anchored. Hay or straw may be anchored by a straight disk (operated across the direction of flow in the waterway), or a 1'x2' mesh hold-down netting. Commercial mulch products such as erosion net, excelsior blankets, or jute will be anchored as specified by the manufacturer.

**Hydroseeding**

Seed, fertilizer, lime and mulch may be applied together. Hydrated lime may not be used in the slurry mix. Slurry mixes will have no more than 125 lb. solids per 100

seedbed, free of large clods, stones, or debris, immediately prior to seeding. Apply seed uniformly at a depth of 1/4 to 1/2 inch with a drill or cultipacker-type seeder or broadcast and cover with a cultipacker, harrow, or similar tool. Do seeding and seed covering operations perpendicular to (across) the direction of flow in the waterway.

CLARKSON WATERWAY  
SPECIFICATIONS  
CERRO GORDO, IL

DATE: 2/2/2024  
SCALE: NTS  
DRAWN BY: TRV  
CHECKED BY: JXX  
DWG: GENERAL  
SHEET NO. 6

MEC JOB # 2217



CONSULTING ENGINEERS AND SURVEYORS  
ILLINOIS PROFESSIONAL ENGINEER NO. 184-04559  
3065 S. 47TH ST. FRONTAGE RD. WEST, SPRINGFIELD, ILLINOIS 62703  
Phone: (217) 698-8900, E-Mail: mce@martinengineering.com

NO.	DATE	REVISION	BY

IL4120m - 1

NATURAL RESOURCES CONSERVATION SERVICE  
ILLINOIS OPERATION AND MAINTENANCE  
GRASSED WATERWAY

Follow the operation and maintenance plan below to keep your grassed waterway functioning as intended:

- Inspect grassed waterway regularly, especially following heavy rains. Fill, compact, and reseed damaged areas immediately. Remove sediment deposits to maintain capacity of grassed waterway.
- Vegetation damaged by machinery, herbicides, or erosion must be repaired promptly.
- Minimize damage to vegetation by excluding livestock whenever possible, especially during wet periods. Permit grazing in the waterway only when a controlled grazing system is being implemented.
- Avoid use of herbicides that would be harmful to the vegetation in and adjacent to the waterway area.
- Avoid using waterways as turn-rows during tillage and cultivation operations. Maintain constructed width by lifting or disengaging tillage equipment properly. Avoid farming operations along the direction of the waterway, which can hinder water entry.
- Mow or periodically graze vegetation to maintain capacity and reduce sediment deposition. The designed height of the vegetation is from 6 inches to 30 inches. Mowing may be appropriate to enhance wildlife values, but must be conducted to avoid peak nesting seasons and reduced winter cover.
- Apply supplemental nutrients as needed to maintain the desired species composition and stand density of the waterway.
- Control noxious weeds.
- Do not use the waterway as a field road. Avoid crossing with heavy equipment when wet.
- Repair all broken subsurface drain lines adjacent to or in the waterway.

Additional Details:

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NRCS, Illinois  
May 2013

NO.	DATE	REVISION	BY



**MARTIN ENGINEERING COMPANY**  
CONSULTING ENGINEERS AND SURVEYORS  
114 WEST PRAIRIE AVENUE, SUITE 100, CHICAGO, ILLINOIS 60605  
PHONE: (312) 988-8900, FAX: (312) 988-8901, WWW.MEC-ENGINEERING.COM

CLARKSON WATERWAY  
CERRO GORDO, IL  
OPERATION AND MAINTENANCE

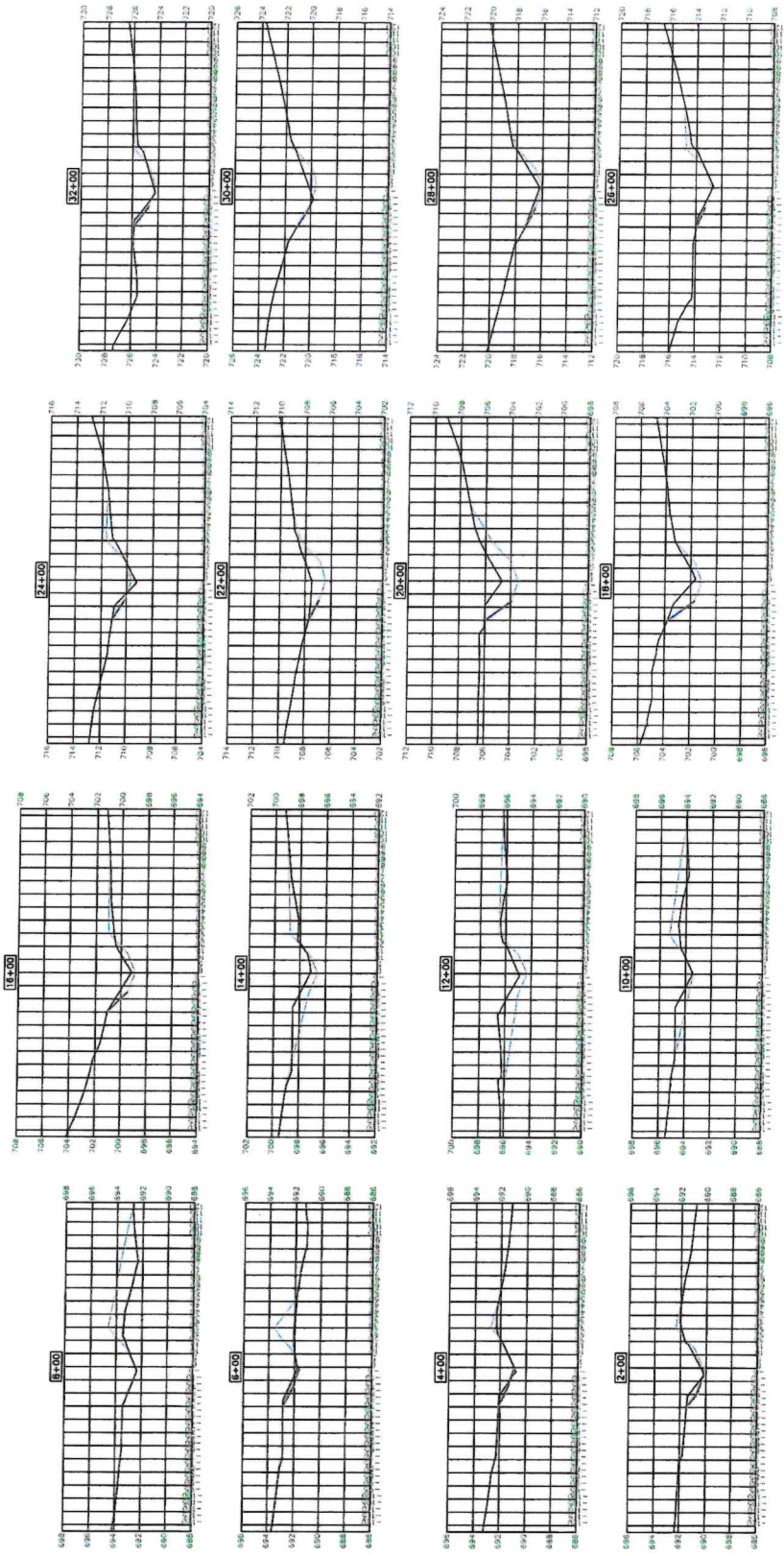
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SCALE:	NTS
DRAWN BY:	TKW
CHECKED BY:	XXX
DWG:	GENERAL
SHEET NO.	10
MEC JOB #	2217

NO.	DATE	REVISION	BY

**MEC**  
**MARTIN ENGINEERING COMPANY**  
 CONSULTING ENGINEERS AND SURVEYORS  
 11005 PROGRESS RD. SUITE 100, BLDG 00500  
 3855 S. 8TH ST. MERRILL, ILLINOIS 62569  
 Phone : (217) 698-8900, E-Mail : meca@martineng.com

**EAST WATERWAY CROSS SECTIONS**  
**CLARKSON WATERWAY**  
**CERRO GORDO, IL**

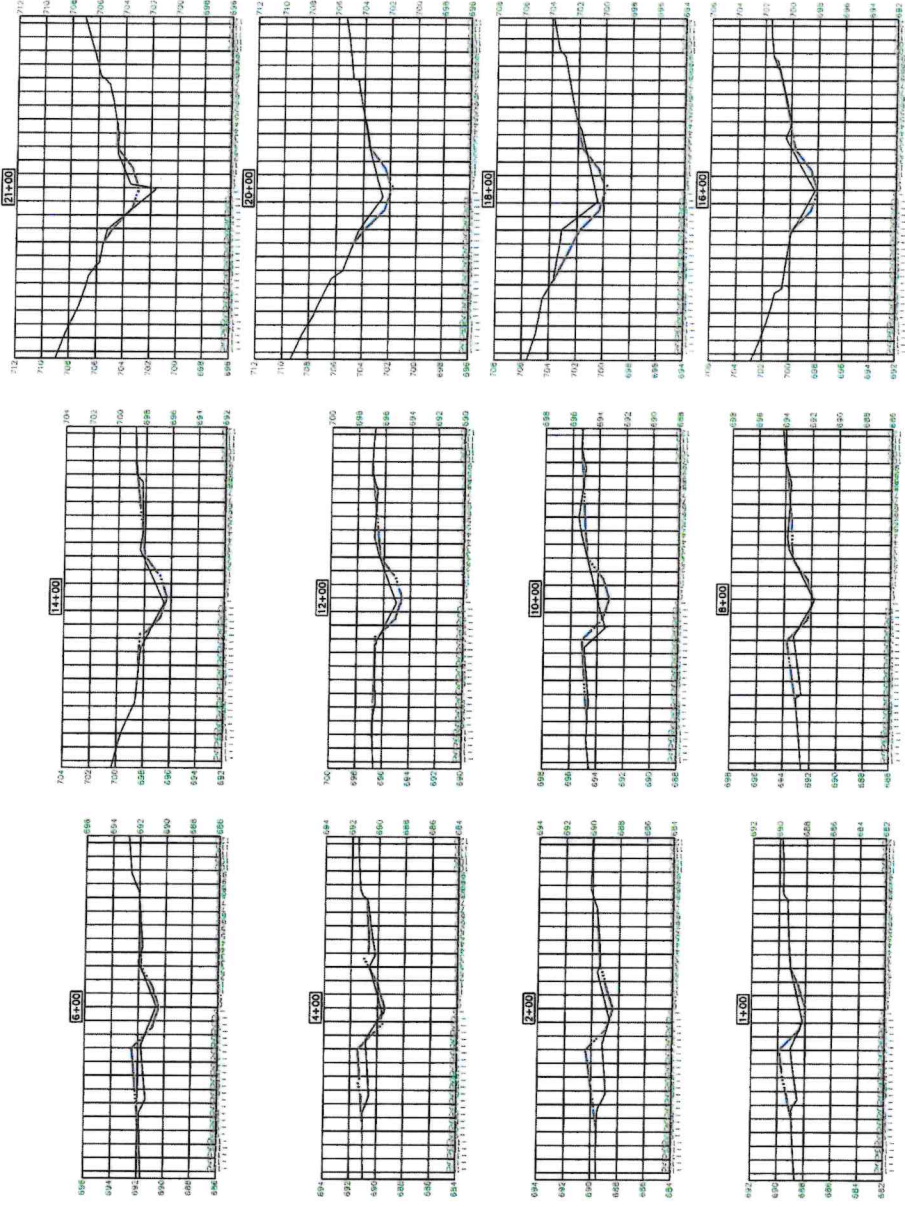
DATE: 2/20/2024  
 SCALE: 1"=40'  
 DRAWN BY: SRJ  
 CHECKED BY: TRW  
 DWG: CLARKSON  
 SHEET NO. **11**  
 MEC JOB # 22217



WEST WATERWAY CROSS SECTIONS  
CLARKSON WATERWAY  
CERRO GORDO, IL

**MEC**  
MARTIN ENGINEERING COMPANY  
CONSULTING ENGINEERS & SURVEYORS  
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 144-00561  
3055 S. 81ST STREET, SPRINGFIELD, ILLINOIS 62703  
Phone: (217) 599-8900, E-Mail: mecma@martinengineering.com

NO.	DATE	REVISION	BY



## **MEMORANDUM OF WATERSHED PROTECTION AGREEMENT**

THIS MEMORANDUM WITNESSETH that Lynn Clarkson, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into an Lake Decatur Watershed Protection Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in Piatt County, Illinois, to-wit:

### *TRACT 1:*

*That part of the Southwest 1/4 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:*

*beginning at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set; thence S.29°29'23"E.-769.12 feet to an iron pin set; thence S.1°33'01"W.-485.62 feet to an iron pin set; thence S.37°47'59"E.-112.27 feet to an iron pin set; thence S.0°15'55"W.-1442.00 feet to an iron pin set on the South line of the Southwest 1/4, of said Section 13; thence N.88°56'27" W.-1713.38 feet along said South line to an iron pin set marking the Southwest corner of said Section 13; thence N.0°27'20"E.-2682.52 feet along the West line of the Southwest 1/4, of said Section 13 to the point of beginning, containing 100.54 acres, more or less.*

### *TRACT 2:*

*That part of the South 1/2 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:*

*commencing at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set marking the point of beginning; thence continuing S.88°42'32"E.-1379.51 feet along said North line to an iron pin set marking the Northeast corner of the Southwest 1/4, of said Section 13; thence S.0°28'59" W.-1335.90 feet along the East line of the Southwest 1/4, of said Section 13 to an iron pin set marking the Northwest corner of the Southwest 1/4, of the Southeast 1/4, of said Section 13; thence S.88°49'31"E.-1331.60 feet along the North line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set*

marking the Northeast corner thereof; thence S.0°21'28" W.-1333.25 feet along the East line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Southeast corner thereof; thence N.88°56'27" W.-2263.67 feet along the South line of said Section 13 to an iron pin set; thence N.0°15'55"E.-1442.00 feet to an iron pin set; thence N.37°47'59" W.-112.27 feet to an iron pin set; thence N.1°33'01"E.-485.62 feet to an iron pin set; thence N.29°29'23"W.-769.12 feet to the point of beginning, containing 102.74 acres, more or less.

Permanent Index Number 08-13-17-004-004-00

Situated in Piatt County,

Illinois.("Property"),

Said Agreement is for a term beginning on date of completion of Projects which is \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

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

Authorized Signator

CITY OF DECATUR, ILLINOIS

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

Scot Wrighton, City Manager

EXHIBIT 3