

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is dated the 22nd day of February, 2011, by and between the VILLAGE OF MAHOMET (the "Village"), and COMMUNITY UNIT SCHOOL DISTRICT NO. 3, an Illinois public school district (the "District").

WHEREAS, The Village has approved the Final Plat of Conway Farm Subdivision Phase 4 (the "Subdivision"), located in the Village of Mahomet, Champaign County, Illinois; and

WHEREAS, the Owner of the Subdivision is Hilmun Holdings, Inc.; and

WHEREAS, The Village of Mahomet granted deferrals of design and construction of various public infrastructure improvements to the Owner of the Subdivision; and

WHEREAS, The Village of Mahomet Subdivision Ordinance requires that the Owner provide a performance bond with surety to ensure the design and construction of said public infrastructure improvements; and

WHEREAS, the Owner's Certificate and Dedication (the "Owner's Certificate"), which was approved by the Village as part of the Final Plat for the Subdivision requires individual lot owners to design and construct sidewalks, public sanitary sewers, public water lines, street improvements, stormwater drainage improvements and stormwater detention facilities as part of the Subdivision; and

WHEREAS, the District will be purchasing all of the lots within the Subdivision from the Owner following the recording of the Final Plat for the Subdivision; and

WHEREAS, it is the intention of the District to provide the performance bond and surety for design and construction of the infrastructure improvements on behalf and in lieu of the Owner providing said performance bond and surety; and

WHEREAS, the Village and District understand that the lots within the Subdivision will be developed by the District in stages over a period of years, and the parties have come to an understanding as to the timing of when and under what circumstances that Village officials will request that certain infrastructure improvements be completed and the timing for furnishing of a performance bond and surety by the District with respect to such infrastructure improvements.

NOW, THEREFORE, the parties agree as follows:

1. Infrastructure Construction. The District shall be responsible for design and construction of all public and private infrastructure within the Subdivision, including streets, sidewalks, storm sewers, sanitary sewers, water mains and stormwater detention facilities. Prior to the commencement of any construction of a public or private infrastructure improvement, the District shall prepare and submit to the Village, for review and approval, construction plans and specifications for any such improvements, as a part of any building or site development. Such construction plans and specifications shall be in accordance with Village of Mahomet Ordinances.

2. Sidewalks. The parties agree that the request(s) from Village officials for the District to design and construct sidewalks within the Subdivision shall be deferred until such time as those request(s) coincide with request(s) for the design and construction of streets in accordance with this Intergovernmental Agreement. It is understood by the parties that there are likely to be multiple requests for portions of the sidewalks to be constructed as portions of the streets are constructed.

3. Public Water Mains. The parties agree that request(s) from Village officials for the District to design and construct public water mains within areas within the Subdivision dedicated as public right of ways shall be deferred until such time as those requests coincide with request(s) for the design and construction of streets in accordance with this Intergovernmental Agreement. It is understood by the parties that there are likely to be multiple requests for portions of the public water mains within areas dedicated as public right of ways to be constructed as portions of the streets are constructed. In addition, the District understands and agrees that Village officials may accelerate the timing of their request to construct public water mains in the Subdivision even though the construction of streets is not yet needed. Such a request may be made by Village officials if a request is made by a nearby property owner for Village officials to design and construct a public water main which provides service to any property nearby the Subdivision which will need to be connected to a public water main constructed within the Subdivision.

4. Public Sanitary Sewer. The parties agree that request(s) from Village officials for the District to design and construct public sanitary sewers within areas within the Subdivision dedicated as public right-of-ways shall be deferred until such times as those request(s) coincide with request(s) for the construction of streets in accordance with this Intergovernmental Agreement. It is understood by the parties that there are likely to be multiple requests for portions of the public sanitary sewers within areas dedicated as public right-of-ways to be constructed as portions of the streets are constructed. In addition, the District understands and agrees that Village officials may accelerate the timing of their request to design and construct a public sanitary sewer in the Subdivision even though construction of streets is not yet needed. Such request may be made by Village officials if a request has been made by a nearby property owner for Village officials to design and construct a public sanitary sewer which provides service to any property nearby the Subdivision which will need to be connected to a public sanitary sewer constructed within the Subdivision.

5. Construction of East Mahomet Interceptor Sanitary Sewer ("EMISS") Line. The parties agree that the request from Village officials for the District to design and construct the EMISS line within areas dedicated as public right of ways within the subdivision shall be deferred until such time as those request(s) coincide with request(s) for the design and construction of streets in accordance with this Intergovernmental Agreement. In addition, the District understands and agrees that Village officials may accelerate the timing of their request to design and construct the EMISS Line in the Subdivision even though the construction of streets is not yet needed. Such request may be made by Village officials if a request has been made by a nearby property owner for Village officials to design and construct the EMISS Line to provide service to any property nearby the Subdivision which will need to be connected to the EMISS Line to be constructed within the Subdivision.

6. Street Improvements. The parties agree that the request(s) from Village officials to design and construct streets within the Subdivision, or any portion thereof, shall be deferred to coincide with the need for the construction of all or portions of the streets in accordance with the following:

- A. When the District commences site development of all or a portion of any lot within the Subdivision creating the need for the construction of all or a portion of any platted street within the Subdivision; or
- B. When the District commences site development upon any portion of Lot 501, the District shall design and construct the Churchill Drive/Kassen Avenue Roundabout, Bulldog Drive, and not less than 500 feet of Churchill Drive. Churchill Drive shall be designed and constructed to a point 500 feet East of the roundabout or to a point at the intersection of Churchill Drive and a secondary driveway entrance into Lot 501, whichever is greater. These public infrastructure improvements shall also include the construction of the storm sewer located at the northwestern corner of Lot 501, as well as those sidewalks, storm sewers, sanitary sewers, and water mains to be installed in conjunction with Churchill Drive and Bulldog Drive; or
- C. A reasonable determination is made by Village officials that the approval by the Village Board of Trustees of a preliminary plat for development of all or any portion of any property nearby the Subdivision creates a need for the construction of all or a portion of any platted street within the Subdivision; or
- D. All or any portion of the Subdivision is re-subdivided creating the need for the construction of all or a portion of any platted street within the Subdivision; or
- E. Site Plans submitted by the District, which are approved by Village of Mahomet officials, include construction of buildings, structures, or other site improvements located more than 800 feet south of the intersection of Kassen Avenue and Churchill Road; or
- F. Construction of Country Ridge Road south of and across the Norfolk Southern Railroad is being undertaken by the Village of Mahomet or others as an improvement to existing Village infrastructure and facilities, creating the need for the construction of all or a portion of any platted street within the Subdivision.

7. Storm Water Drainage and Storm Water Detention. The parties agree that request(s) from Village officials for the District to design and construct storm sewers, storm water drainage facilities, and storm water detention facilities with respect to all or any portion of a lot shall be deferred until such time as the District commences site development of all or a portion of the Subdivision creating the need for the design and construction of all or any portion of the storm sewers, storm water drainage facilities, and storm water detention facilities. In addition, the District understands and agrees that Village officials may accelerate the timing of their request to design and construct storm water drainage facilities in the Subdivision even though the construction of streets is not yet needed. Such request may be made by Village officials if a request has been made by a nearby property owner for Village officials to design

and construct stormwater drainage and / or stormwater detention on any property nearby the Subdivision which will need to be connected to the stormwater drainage facilities constructed within the Subdivision.

8. Performance Bond. The District shall initially furnish a Performance Bond, without surety, for the completion of the public infrastructure to be constructed within the Subdivision in a total amount of \$2,332,210.00. The Performance Bond, in the form generally set forth in the Subdivision Ordinance, shall be provided to the Village prior to the Final Plat for Conway Farm Subdivision Phase 4 being recorded.

9. Surety. The District shall provide a surety in the amount of \$250,000.00 for the design and construction of the Churchill Drive roundabout and other initial improvements, as set forth in Paragraph 6 B above. The District may delay furnishing surety for other deferred improvements until a request to design and construct those improvements is made by Village officials, as set forth in this Intergovernmental Agreement. Upon receipt of a request by Village officials to design and construct any portion of the deferred public infrastructure, District shall, within sixty (60) calendar days thereafter, furnish surety in the amount of 110% of the value of the infrastructure improvements to be designed and constructed. The surety provided by the District shall be in a form meeting the requirements of the Village Subdivision Ordinance.

10. Bonding Authority. The District shall annually reserve not less than \$2,000,000.00 of its authority to issue bonds and borrow funds at all times to cover the financial obligations set forth herein pertaining to the cost of design and construction of the public infrastructure within the Subdivision.

11. Commitment to Cost Recovery. In recognition of the circumstances that the District may construct public improvements that abut upon and/or benefit neighboring property, the Village hereby expresses its general commitment to assist the District in recovering a fair portion of the District's costs of constructing such public improvements from neighboring property owners. The Village hereby gives its support in the future to achieving the District's cost recovery where appropriate.

12. Access Driveways. The parties agree that the location of access drives from Subdivision lots onto public streets shall be coordinated to align with existing or future streets and access drives from adjoining properties. Access drive locations and numbers shall be reviewed and approved by Village officials to provide said coordination. Initially, the primary access drive to Lot 501 shall be a southern extension of Bulldog Drive. Further, the proposed secondary access into Lot 501 shall be located not less than 150 feet east of the east right-of-way line of the Kassen Avenue / Churchill Road roundabout.

13. EMISS Fee Recapture. The parties agree that the District shall be obligated to pay the EMISS recapture fee as set forth in Village Ordinance 07-10-02. Payment of the recapture fee shall not be required prior to the recording of the Final Plat for the Subdivision. Payment of the recapture fee shall be in accordance with the following:

- A. A payment of \$700 per acre shall be due from the District prior to issuance of a building permit for each phase of site development upon Lot 501.

- B. A payment of \$2,400 shall be due from the District prior to issuance of a building permit for site development upon Lot 502, or upon any subdivision of said Lot.
- C. A payment of \$700 per acre shall be due from the District prior issuance of a building permit for each phase of site development upon Outlot 1 which utilizes sanitary sewer service, or upon any subdivision of said Outlot.

14. Agreement Non-Assignable. The parties agree that this Agreement is not assignable or transferable to any third party and further agree that the provisions hereof shall not inure to the benefit of or be enforceable by any lot owner other than the District.

15. Enforcement. This Agreement may be enforced by either party in a court of law or equity. If a judicial determination is made that either party has breached the terms of this Agreement, the breaching party shall be liable to the other party for reasonable attorney fees and court costs incurred by it in the enforcement hereof.

16. Recording. This Agreement shall constitute a covenant running with the land and may be recorded by the Village.

17. Recitals. The parties agree that the recitals contained above are true and constitute a contractual part of this Agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Intergovernmental Agreement this 22nd day of February, 2011.

VILLAGE OF MAHOMET

By: Debra Brauning
President of the Board of Trustees

Attest: [Signature]
Village Clerk

COMMUNITY UNIT SCHOOL DISTRICT NO. 3
An Illinois Public School District

By: Terry Greene
Terry Greene, President

Attest: Cheryl Melchi
Cheryl Melchi, Secretary

RESOLUTION NO. 11-02-06

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAHOMET, ILLINOIS AND MAHOMET - SEYMOUR CUSD #3

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAHOMET, ILLINOIS, as follows:

SECTION 1. That the agreement entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAHOMET, ILLINOIS AND MAHOMET - SEYMOUR CUSD #3" be approved.

SECTION 2. That the Village President is hereby authorized to execute the agreement in substantially the same form as approved in Section 1 above.

PASSED: Feb 22, 2011

APPROVED: Steve Brauning
VILLAGE PRESIDENT

ATTEST: Cheryl Howard
VILLAGE CLERK