



**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENT OF APTAKISIC ROAD
FROM BUFFALO GROVE ROAD TO THE WEST END OF
THE BUFFALO GROVE CORPORATE LIMITS
AND FOR THE DEDICATION OF RIGHT-OF-WAY
AND GRANTING OF EASEMENTS**

THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, acting by and through its President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE may hereinafter be referred to collectively as “parties” and individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and VILLAGE, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, are desirous to make certain permanent roadway and non-motorized facility improvements to Aptakisic Road (COUNTY Highway 33) between Illinois Route 83 and Buffalo Grove Road (COUNTY Highway 16); including but not limited to road reconstruction and widening, multi-use path and sidewalk, street lighting, watermain and sanitary sewer modifications, signal interconnection, and stormwater compensatory storage area expansion and the construction of traffic signals at Aptakisic Road (COUNTY Highway 33) and Brandywyn Lane (hereinafter IMPROVEMENT); and referred to as COUNTY Section 09-00088-18 and,

WHEREAS, the COUNTY has jurisdictional authority and maintenance responsibility over Aptakisic Road (COUNTY Highway 33) from Illinois Route 83 to Buffalo Grove Road (COUNTY Highway 16); and,

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Christopher B. Burke Engineering, Ltd., which, by reference herein, hereby become a part hereof. As of this writing, the current version of the plans are dated October 18, 2021 (Pre-Final Version); and,

WHEREAS, a project location map indicating the IMPROVEMENT limits and a concept plan generally depicting the IMPROVEMENT within the VILLAGE are attached as EXHIBIT A to THIS AGREEMENT, which, by reference herein is hereby made a part hereof; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires one (1) area of real property abutting Aptakisic Road (COUNTY Highway 33) which is presently owned by the VILLAGE to become right-of-way (hereinafter RIGHT-OF-WAY), three (3) areas of permanent easements (hereinafter PERMANENT EASEMENTS) within property owned by the VILLAGE (hereinafter PERMANENT EASEMENT PROPERTY), and five (5) areas of temporary

easements (hereinafter TEMPORARY EASEMENTS) within property owned by the VILLAGE (hereinafter TEMPORARY EASEMENT PROPERTY); and,

WHEREAS, the Plat of Highways showing the RIGHT-OF-WAY (as Parcel 0017), PERMANENT EASEMENTS (as Parcel 0016 PE, Parcel 0017 PE, and Parcel 0021 PE) and TEMPORARY EASEMENTS (as Parcel 0017 TE-A, Parcel 0017 TE-B, Parcel 0021 TE-A, Parcel 0021 TE-B, and Parcel 0022 TE) (hereinafter PLAT) is attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the legal descriptions for the RIGHT-OF-WAY, PERMANENT EASEMENTS and TEMPORARY EASEMENTS are attached as EXHIBIT D to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., (hereinafter the ACT) authorizes units of local government to agree to transfer land between said units of local government; and,

WHEREAS, pursuant to the ACT, the VILLAGE may transfer all of its right, title and interest, in the property needed for the IMPROVEMENT to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT; and,

WHEREAS, the VILLAGE agrees to convey to the COUNTY the necessary RIGHT-OF-WAY, PERMANENT EASEMENTS and TEMPORARY EASEMENTS for the IMPROVEMENT; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, stormwater detention and compensatory storage are required; and,

WHEREAS, the COUNTY and the VILLAGE previously entered into a PROJECT SPECIFIC AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR THE IMPROVEMENT OF BUFFALO GROVE ROAD AND FOR THE DEDICATION OF RIGHT-OF-WAY AND GRANTING OF EASEMENTS FROM DEERFIELD PARKWAY TO ILLINOIS ROUTE 22/HALF DAY ROAD dated the fourteenth day of January, A.D. 2020, that provided for the stormwater detention required for this IMPROVEMENT; and,

WHEREAS, this IMPROVEMENT will provide for the required compensatory storage within a portion of a VILLAGE-owned parcel (Parcel 0016 PE) (hereinafter COMPENSATORY STORAGE AREA); and,

WHEREAS, the VILLAGE is desirous that the COMPENSATORY STORAGE AREA be designed by the COUNTY as a dry bottom basin with native seed mix; and,

WHEREAS, the VILLAGE owns and maintains potable water facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains all sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter SANITARY SEWER), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains street lighting within the project limits, including light poles, mast arms, luminaires, foundations, controllers, conduit/unit ducts, and other miscellaneous appurtenances (hereinafter STREET LIGHTING) for which removal or modification is necessary to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY includes the installation of new multi-use path and the reconstruction of existing VILLAGE-owned sidewalk and multi-use path along Aptakisic Road (COUNTY Highway 33), inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter NON-MOTORIZED FACILITIES), as municipal facilities and as detailed in the PLANS ; and,

WHEREAS, the proposed IMPROVEMENT requires replacement of the existing traffic signals at Brandywyn Lane and Aptakisic Road (COUNTY Highway 33) (hereinafter TRAFFIC SIGNALS) with emergency vehicle pre-emption systems (hereinafter EVPS), as detailed in the MASTER AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL DEVICES, as amended, (hereinafter MASTER TRAFFIC SIGNAL AGREEMENT); and,

WHEREAS, the WATERMAIN, SANITARY SEWER, NON-MOTORIZED FACILITIES, and STREET LIGHTING shall collectively be known as VILLAGE facilities (hereinafter VILLAGE FACILITIES); and,

WHEREAS, the estimated division of costs to the parties hereto associated with the IMPROVEMENT are stipulated in the estimate that is attached as EXHIBIT B to THIS AGREEMENT, which, by reference herein is hereby made a part hereof; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 ct seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

WHEREAS, said IMPROVEMENT to Aptakisic Road (COUNTY Highway 33) as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

SECTION I.
Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.
The Design, Construction and Maintenance of the IMPROVEMENT
COUNTY Responsibilities and VILLAGE Responsibilities

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT (hereinafter PLANS) in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the prefinal set of plans and specifications prepared by Christopher B. Burke Engineering, Ltd., with a submission date of October 18, 2021. Said PLANS, by reference herein, hereby become a part hereof. The VILLAGE shall have the opportunity to review and approve said PLANS with respect to VILLAGE FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.

2. It is mutually agreed by and between the parties hereto that the IMPROVEMENT will be processed, let, administered and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is September 13, 2022. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, with reimbursement from the VILLAGE as hereinafter stipulated.
4. The COUNTY shall require the successful bidder to name the VILLAGE as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed related to the IMPROVEMENT on VILLAGE property or VILLAGE FACILITIES and require the successful bidder to indemnify and hold harmless the VILLAGE.
5. The COUNTY’s published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS (hereinafter NON-MOTORIZED POLICY), sets forth a

standardized cost-sharing arrangement between the COUNTY and municipalities for new NON-MOTORIZED FACILITIES within COUNTY Highway rights-of-way.

6. The VILLAGE agrees that the sharing of costs for the installation of new NON-MOTORIZED FACILITIES shall be in accordance with the current NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering, construction and land acquisition costs of new NON-MOTORIZED FACILITIES with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering, construction and land acquisition costs for any new NON-MOTORIZED FACILITIES. [Twenty percent (20%) of the costs of Construction, twenty percent (20%) of Design Engineering costs, twenty percent (20%) of the land acquisition costs, and twenty percent (20%) of the Construction Engineering Supervision costs].
7. The VILLAGE shall be responsible for one hundred percent (100%) of the engineering, construction and land acquisition costs for the removal and replacement of existing Village owned NON-MOTORIZED FACILITIES, for which removal and replacement is necessary in order to accommodate the construction of the IMPROVEMENT. [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs, one hundred percent (100%) of the land acquisition costs, and one hundred percent (100%) of the Construction Engineering supervision costs].
8. The COUNTY agrees to remove the STREET LIGHTING within the project limits as part of the IMPROVEMENT and to salvage the removed poles, mast arms, and luminaires back to the VILLAGE, except as noted in Item 9 and 10 below.
9. It is mutually agreed by and between the parties hereto that the existing street light at the intersection of Aptakisic Road (County Highway 33) and Twin Oaks Boulevard will remain in place after the IMPROVEMENT and that it may need to be modified and/or relocated to accommodate construction of the IMPROVEMENT; and,
10. The VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) of all engineering and construction costs associated with the modification and removal of STREET LIGHTING as stipulated hereafter. [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].
11. The VILLAGE agrees to reimburse the COUNTY for fifty percent (50%) of the engineering and construction cost for the replacement of the TRAFFIC SIGNALS and EVPS for the IMPROVEMENT in accordance with the MASTER TRAFFIC SIGNAL AGREEMENT. [Fifty percent (50%) of the cost of Construction, fifty percent (50%) of Design Engineering costs and fifty percent (50%) of the Construction Engineering Supervision costs].
12. The VILLAGE agrees to assist with facilitating said WATERMAIN and SANITARY SEWER work with local VILLAGE residents and property owners including providing notice of any temporary water and/or sewer service interruptions.

13. The VILLAGE shall be responsible for one hundred percent (100%) of the engineering and construction costs for the WATERMAIN and SANITARY SEWER work required as part of the IMPROVEMENT. [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].
14. The COUNTY shall cause the COMPENSATORY STORAGE AREA to be designed and constructed as part of this IMPROVEMENT and as detailed in the PLANS without reimbursement from the VILLAGE.
15. It is further mutually agreed by and between the parties hereto that the COMPENSATORY STORAGE AREA shall be designed as a dry bottom basin with native seed mix.
16. The VILLAGE further agrees to accept full responsibility for maintenance and operation of the COMPENSATORY STORAGE AREA. The VILLAGE further agrees to indemnify and hold harmless the COUNTY, its elected officials and its duly appointed officials, agents, officers, employees and representatives, and the LCDOT, its duly appointed officials, agents, officers, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the maintenance and operation of the COMPENSATORY STORAGE AREA as heretofore described.
17. The VILLAGE shall take no action that would prohibit, hinder, interfere with, block, re- route, diminish, or lessen or render ineffective, in any manner or form, the COMPENSATORY STORAGE AREA.
18. It is further agreed by and between the parties hereto that no grading, buildings, signs, conduits, cables, wires, sewers, pipes, watermains, vaults, transmissions lines, fencing, landscaping, or other such features, facilities or structures shall be placed in such a manner as to be conflict with the expanded COMPENSATORY STORAGE AREA.
19. The COUNTY agrees to construct the VILLAGE FACILITIES and COMPENSATORY STORAGE AREA in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified in Exhibit B.
20. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is \$393,835.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the VILLAGE FACILITIES, an amount equal to ninety five percent (95%) of its obligation for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$374,144. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the VILLAGE FACILITIES upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of

an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$19,692.

21. It is mutually agreed that upon substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the VILLAGE FACILITIES within the COUNTY highway right-of-way of Aptakisic Road (COUNTY Highway 33) will be owned and maintained, or cause to be maintained, by the VILLAGE in perpetuity without reimbursement by the COUNTY, including any future changes or revisions to the VILLAGE FACILITIES as needed because of operations of the LCDOT. The COUNTY will not have any obligation to operate or maintain said VILLAGE FACILITIES.
22. It is mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by September 1, 2022 for the VILLAGE FACILITIES located within the COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
23. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the VILLAGE FACILITIES shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the VILLAGE FACILITIES within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.

SECTION III.

Conveyance of RIGHT-OF-WAY and Granting of PERMANENT EASEMENTS and TEMPORARY EASEMENTS by the VILLAGE

1. The parties acknowledge that pursuant to the ACT, the VILLAGE may transfer all of its right, title and interest, in the property needed for the IMPROVEMENT to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT.
2. The COUNTY agrees to prepare all necessary land acquisition and related conveyance documents for the conveyance of the RIGHT-OF-WAY and for the granting of the PERMANENT EASEMENTS and TEMPORARY EASEMENTS.
3. The VILLAGE agrees to dedicate to the COUNTY, at no cost to the COUNTY, for public roadway purposes, the RIGHT-OF-WAY, pursuant to the PLAT and the necessary land acquisition documents.
4. The VILLAGE agrees to grant the PERMANENT EASEMENTS and TEMPORARY EASEMENTS to the COUNTY, at no cost to the COUNTY, for the purpose of constructing the IMPROVEMENT as detailed in the PLANS, pursuant to the PLAT and the necessary land acquisition documents.

5. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY ENGINEER the necessary land acquisition and/or conveyance documents for said RIGHT-OF-WAY and PERMANENT EASEMENTS and TEMPORARY EASEMENTS within ten (10) working days of the receipt of said documents.
6. The COUNTY agrees to record all COUNTY Highway right-of-way and permanent easements that may be acquired in connection with the IMPROVEMENT.

**SECTION IV.
General Provisions**

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, nor is the VILLAGE (including its elected officials, duly appointed officials, employees and agents), to be construed to be the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.

ATTEST:

Janet Sirabian
Village Clerk

VILLAGE OF BUFFALO GROVE

By: _____
Beverly Sussman
President

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Lake County Director of Transportation/
County Engineer

COUNTY OF LAKE

By: _____
Sandra Hart
Chair, Lake County of Board

Date: _____

ATTEST:

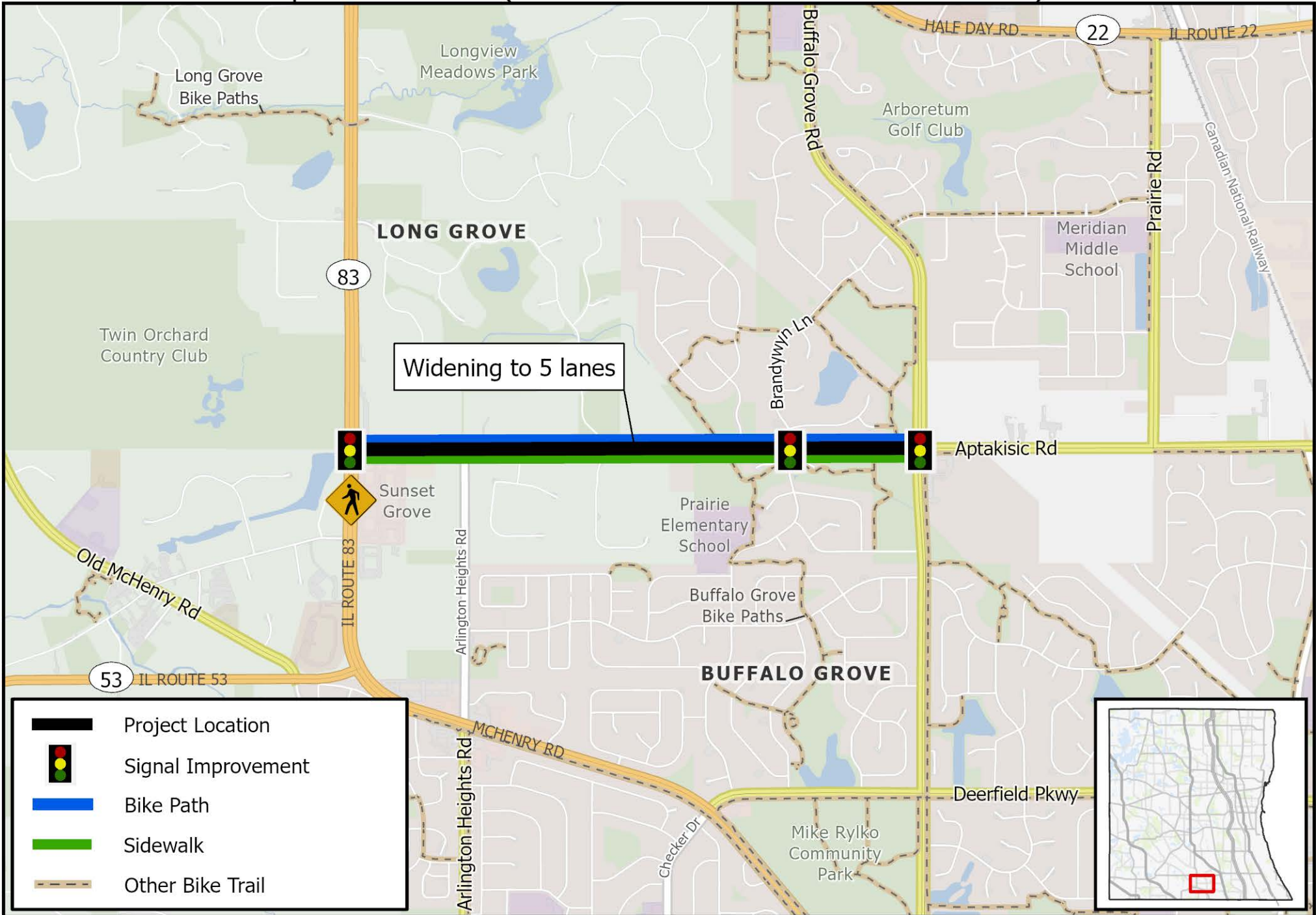
Robin O'Connor
Clerk
Lake County

EXHIBIT A

**DEPICTION OF PROJECT LOCATION,
AND VILLAGE FACILITIES INCLUDED IN THE IMPROVEMENT**

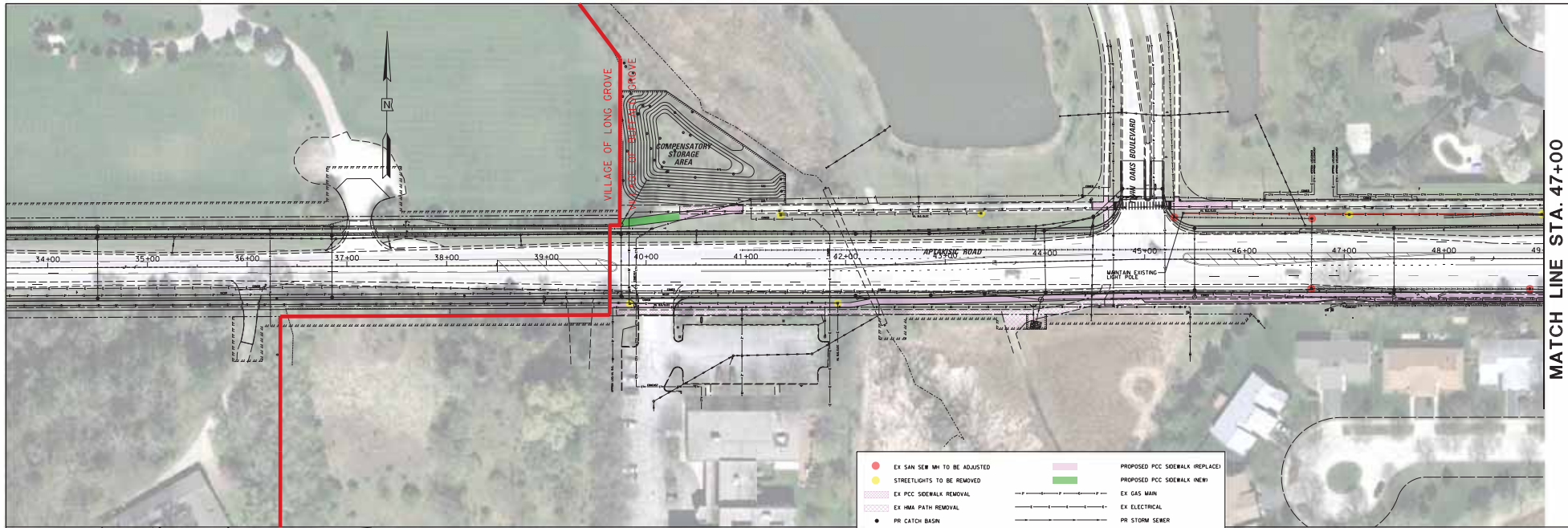
Location Map

Aptakasic Road (Buffalo Grove Road to IL Route 83)

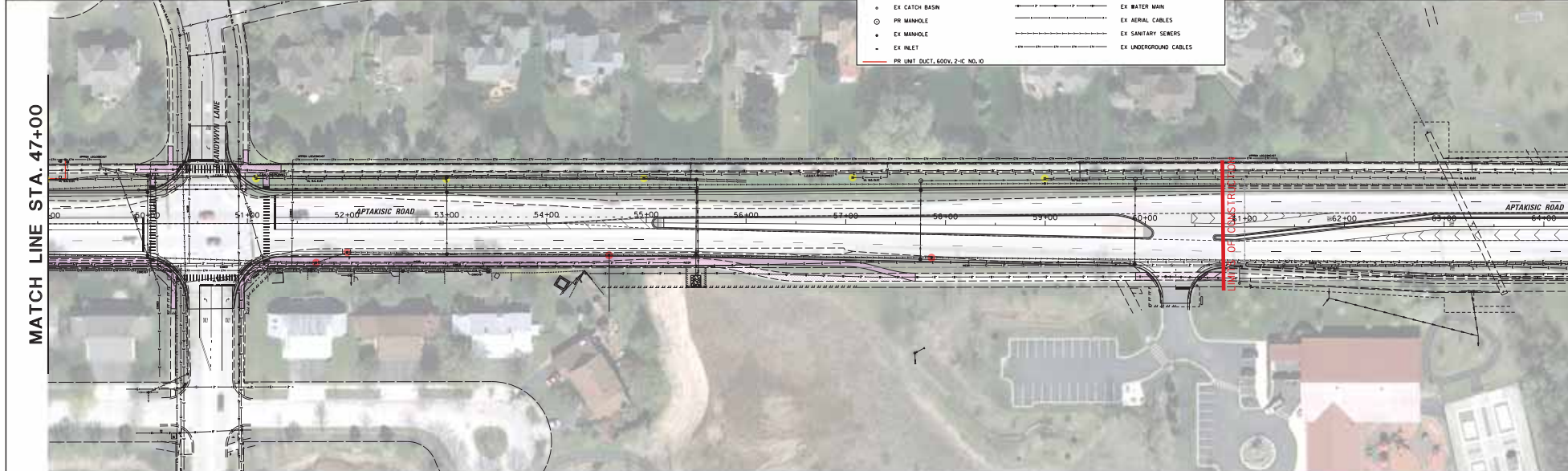


	Project Location
	Signal Improvement
	Bike Path
	Sidewalk
	Other Bike Trail





MATCH LINE STA. 47+00



MATCH LINE STA. 47+00

- | | |
|-----------------------------------|-----------------------------------|
| ● EX SAN SEW MH TO BE ADJUSTED | ■ PROPOSED PCC SIDEWALK (REPLACE) |
| ● STREETLIGHTS TO BE REMOVED | ■ PROPOSED PCC SIDEWALK (NEW) |
| ■ EX PCC SIDEWALK REMOVAL | — EX GAS MAIN |
| ■ EX HMA PATH REMOVAL | — EX ELECTRICAL |
| ● PR CATCH BASIN | — PR STORM SEWER |
| ● EX CATCH BASIN | — EX WATER MAIN |
| ○ PR MANHOLE | — EX AERIAL CABLES |
| ● EX MANHOLE | — EX SANITARY SEWERS |
| ● EX INLET | — EX UNDERGROUND CABLES |
| — PR INT. DUCT, 600V, 2-C, NO. 10 | |

REVISIONS / REMARKS		DATE	BY	SURVEYOR	SCALE
NO.	DESCRIPTION				

DESIGN/COMMISSION: /
 PLOTTED BY: NUSRNs s80ATssss
 FILE NAME: N:\LCD07\50648\Civil\Buffalo Grove Exhibit A Sheet101.dgn

LakeCounty
 Division of Transportation

APTAKISIC ROAD RECONSTRUCTION
VILLAGE OF BUFFALO GROVE EXHIBIT A

ROUTE	SECTION	SECTION NUMBER	SHEET	SHEETS
CH33	088	09-00088-18-WR	101	324

EXHIBIT B

**ESTIMATED DIVISION OF COST APTAKISIC ROAD
VILLAGE OF BUFFALO GROVE**



Aptakisic Road Widening
Route 83 - Buffalo Grove Road
09-00088-18-WR

Engineer's Estimate of Sidewalk and Utility Costs in Buffalo Grove
7/1/2022

Item	Unit	Unit Cost	Quantity	Total Cost	Portion Attributable to LCDOT		Portion Attributable to Village of Buffalo Grove	
					Percentage	Cost	Percentage	Cost
Existing Sidewalk Removal	SQ FT	\$2.50	12,597	\$31,492.50	0%	\$0.00	100%	\$31,492.50
Proposed Agg Base Course, Ty B 6" (For Replacement SW)	SQ YD	\$10.00	1,790	\$17,900.00	0%	\$0.00	100%	\$17,900.00
Proposed Agg Base Course, Ty B 6" (For New SW)	SQ YD	\$10.00	54	\$540.00	80%	\$432.00	20%	\$108.00
Proposed Sidewalk (For Replacement SW)	SQ FT	\$8.00	16,095	\$128,760.00	0%	\$0.00	100%	\$128,760.00
Proposed Sidewalk (For New SW)	SQ FT	\$8.00	479	\$3,832.00	80%	\$3,065.60	20%	\$766.40
Proposed Detectable Warnings	SQ FT	\$35.00	188	\$6,580.00	80%	\$5,264.00	20%	\$1,316.00
Brandywyn Traffic Signal	L SUM	\$350,000.00	1	\$350,000.00	50%	\$175,000.00	50%	\$175,000.00
Removal of Lighting Unit, Salvage	EACH	\$250.00	11	\$2,750.00	0%	\$0.00	100%	\$2,750.00
Removal of Pole Foundation	EACH	\$250.00	11	\$2,750.00	0%	\$0.00	100%	\$2,750.00
Unit Duct, 600V, 2-1C NO. 10	FOOT	\$15.00	400	\$6,000.00	0%	\$0.00	100%	\$6,000.00
Sanitary Manhole Adjustments	EACH	\$1,000.00	8	\$8,000.00	0%	\$0.00	100%	\$8,000.00

Construction Subtotals:	\$558,604.50	\$183,761.60	\$374,843
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***Design Engineering (7%):	\$39,102.32	\$31,281.85	\$7,820
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****Construction Engineering (10%):	\$55,860.45	\$44,688.36	\$11,172
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Total Costs:	\$653,567.27	\$259,731.81	\$393,835
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* Initial 95%	\$374,144
** Estimated 5%	\$19,692

Notes:

- * Initial 95% payment to be based on actual bid prices after letting
- ** Remaining 5% to be based on actual quantities after construction
- *** Design Engineering calculated as 7% of construction
- **** Construction Engineering calculated as 10% of construction

EXHIBIT C
PLAT OF HIGHWAYS

**LAKE COUNTY
DIVISION OF TRANSPORTATION**

PLAT OF HIGHWAYS

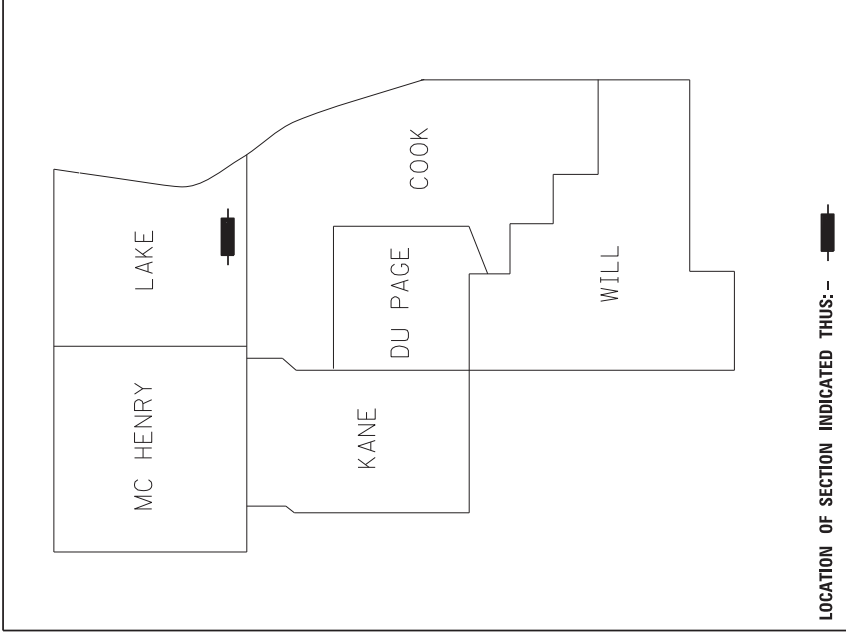
**APTAKISIC ROAD (COUNTY HIGHWAY 33)
SECTION 09-00088-18-WR
LAKE COUNTY**

**LIMITS ILLINOIS ROUTE 83 (A.K.A. MUNDELEIN ROAD)
TO BRANDYWYN LANE**

PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
0001 0001E-A 0001E-B	BRIARGREST ACQUISITIONS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	3	
0002 0002E	AUDREY POST AND ROBERT D. POST, AS TENANCY BY THE ENTIRETY	3	
0003E	VILLAGE OF LONG GROVE, AN ILLINOIS MUNICIPAL CORPORATION	3	
0004 0004E	BRIARGREST ACQUISITIONS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	4	
0005E	JAMES M. RAFFERTY AND CHERYL RAFFERTY, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	4	
0006 0006E 0006E-A 0006E-B	CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS TRUST NO. 8002378230, DATED JUNE 6, 2018 AND JAMES L. SEEKELMANN, AN UNMARRIED MAN	4	
0007E	JACOB ECANOW AND MARCI ECANOW, HIS WIFE, AND BERNARD ECANOW, AS JOINT TENANTS	4	
0008E	SCOTT C. MILLER AND LYNDA B. MILLER, HIS WIFE, AS JOINT TENANTS	4	
0009E	PHILLIP GRUNFELD AND JENNIFER GRUNFELD, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	4	
0010E	VILLAGE OF LONG GROVE, AN ILLINOIS MUNICIPAL CORPORATION	5	
0011 0011E	EUGENE KISLENKO AND ALLA KISLENKO, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	5	
0012E	EASTGATE STATES OF LONG GROVE HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION	5	
0013 0013E	RUDOLPH V. DITOMMASO AND VIVIAN DITOMMASO, HUSBAND AND WIFE, IN JOINT TENANCY	5	
0014 0014E	VICTOR S. JUNG A/K/A VICTOR S. CHUNG AND CHRISTINE JUNG A/K/A CHRISTINA B. CHUNG, HIS WIFE, IN JOINT TENANCY	5	
0015E	CONGREGATION B'NAI SHALOM	5	
0016E	VILLAGE OF BUFFALO GROVE, AN ILLINOIS MUNICIPAL CORPORATION	6	
0017 0017E 0017E-A 0017E-B	THE VILLAGE OF BUFFALO GROVE, A MUNICIPAL CORPORATION	6	
0018 0018E	YIANGJUN XU AND WEIJONG WANG, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	6	
0020 0020E	LYAN GRITSEMKO, A MARRIED PERSON	6	
0021E 0021E-A 0021E-B	VILLAGE OF BUFFALO GROVE	7	
0022E	VILLAGE OF BUFFALO GROVE, A MUNICIPAL CORPORATION	7	
0023E	BUFFALO GROVE PARK DISTRICT	7	



LOCATION MAP
SCALE = N.T.S.



CERTIFICATE OF COUNTY ENGINEER
STATE OF ILLINOIS)
COUNTY OF LAKE) SS
I, SHANE E. SCHNEIDER, COUNTY ENGINEER OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER MY DIRECTION OF PART OF COUNTY HIGHWAY 33 IN SAID COUNTY.
DATED THIS _____ DAY OF _____, 20____.
BY: _____ COUNTY ENGINEER

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS. PART OF THE SOUTHWEST QUARTER OF SECTION 20, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS. PART OF THE NORTHEAST & NORTHWEST QUARTER OF SECTION 29, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS. PART OF THE NORTHEAST QUARTER OF SECTION 30, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

LEGEND

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPL. APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING ACCESS CONTROL LINE
- PROPOSED ACCESS CONTROL LINE
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING
- IRON PIPE OR ROD FOUND
- ⊕ "MAG" NAIL SET
- 5/8" REBAR SET
- + THESE STAKES REFERENCE FOUND OR SET MONUMENTATION SET 5/8" INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY T3
- COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- THESE STAKES IN CULTIVATED AREAS REFERENCE FOUND OR SET MONUMENTATION BURIED 5/8" INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY SURVEY MARKER TO MONUMENT THE POSITION SHOWN.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8" INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET
- SEE SHEET 7 FOR CORRESPONDING STATIONS, OFFSETS AND COORDINATES



CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
PARCEL 0016	(237.36)	325°42'22"	(142.07)	S08°01'00"E	139.96
C17	(209.00)	25°14'30"	(91.99)	S21°32'34"E	91.33
C18	(35.00)	89°04'36"	(54.68)	S42°54'21.56"W	49.13
PARCEL 0017	(60.00)	89°06'11"	(93.31)	N6°23'07"E	84.19
C20	(28.00)	34°43'35.12"	(36.99)	S07°46'43"E	36.11
PARCEL 0018	(25.00)	190°01'14"	(39.27)	S27°39'28"E	35.36
C23	(25.00)	189°58'46"	(39.27)	S27°39'26"E	35.35
PARCEL 0020	(25.00)	189°58'46"	(39.27)	S27°39'26"E	35.35

SEE SHEET 5 FOR TOTAL HOLDINGS
DETAIL PARCEL 0010, 0013 & 0016

SEE SHEET 4
ROLLING HILLS SUBDIVISION
PER DOC. NO. 353942
RECORDED 5-10-1994

SEE SHEET 5
APTAKISIC ROAD
(A.K.A. COUNTY HIGHWAY 33)
(F.A.U. 1258)

SEE SHEET 6
BORDEAU COURT EAST

SEE SHEET 7
BORDEAU COURT WEST

SEE SHEET 8
BRANDYWN LANE

SEE SHEET 9
LYON COURT

SEE SHEET 10
APTAKISIC RD
(A.K.A. COUNTY HIGHWAY 33)

SEE SHEET 11
BRANDYWN LN

SEE SHEET 12
BORDEAU COURT EAST

SEE SHEET 13
BORDEAU COURT WEST

SEE SHEET 14
BRANDYWN LANE

SEE SHEET 15
LYON COURT

SEE SHEET 16
APTAKISIC RD
(A.K.A. COUNTY HIGHWAY 33)

SEE SHEET 17
BRANDYWN LN

SEE SHEET 18
BORDEAU COURT EAST

SEE SHEET 19
BORDEAU COURT WEST

SEE SHEET 20
BRANDYWN LANE

SEE SHEET 21
LYON COURT

SEE SHEET 22
APTAKISIC RD
(A.K.A. COUNTY HIGHWAY 33)

SEE SHEET 23
BRANDYWN LN

SEE SHEET 24
BORDEAU COURT EAST

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	SQUARE FEET	PARCEL INDEX NUMBER
0016PE	6.507	0.087	N/A	6.507	0.321	N/A	15-20-301-053
0017PE	9.006	0.087	N/A	8.919	0.007	N/A	15-29-214-002
0017TE-A	0.164	0.004	N/A	0.160	0.004	N/A	15-29-214-014
0017TE-B	0.164	0.004	N/A	0.160	0.004	N/A	15-29-215-001
0018	0.164	0.164	N/A	0.000	0.000	N/A	
0018TE	0.164	0.164	N/A	0.000	0.000	N/A	
0020TE	0.164	0.164	N/A	0.000	0.000	N/A	

CHURCHILL LANE UNIT 1
PER DOC. NO. 2785387
RECORDED 4-21-1989

BRANDYWN LANE
RECORDED 4-23-1978

THE VILAS LOT 900
PER DOC. NO. 190538
RECORDED 4-23-1978

APTAKISIC RD
(A.K.A. COUNTY HIGHWAY 33)
(F.A.U. 1258)

BORDEAU COURT WEST

BORDEAU COURT EAST

BRANDYWN LANE

LYON COURT

APTAKISIC RD
(A.K.A. COUNTY HIGHWAY 33)

BRANDYWN LN

BORDEAU COURT EAST

BORDEAU COURT WEST

BRANDYWN LANE

LYON COURT

APTAKISIC RD
(A.K.A. COUNTY HIGHWAY 33)

BRANDYWN LN

BORDEAU COURT EAST

BORDEAU COURT WEST

BRANDYWN LANE

LYON COURT

APTAKISIC RD
(A.K.A. COUNTY HIGHWAY 33)

BRANDYWN LN

BORDEAU COURT EAST

BORDEAU COURT WEST

BRANDYWN LANE

LYON COURT

APTAKISIC RD
(A.K.A. COUNTY HIGHWAY 33)

BRANDYWN LN

BORDEAU COURT EAST

BORDEAU COURT WEST

BRANDYWN LANE

LYON COURT



LINE	BEARING	LENGTH
PARCEL 16	S89°56'55"E	14.00
PARCEL 17	S89°56'55"E	15.00
PARCEL 18	S89°56'55"E	15.00
PARCEL 19	S89°56'55"E	15.00
PARCEL 20	S89°56'55"E	15.00
PARCEL 21	S89°56'55"E	15.00
PARCEL 22	S89°56'55"E	15.00
PARCEL 23	S89°56'55"E	15.00
PARCEL 24	S89°56'55"E	15.00
PARCEL 25	S89°56'55"E	15.00
PARCEL 26	S89°56'55"E	15.00
PARCEL 27	S89°56'55"E	15.00
PARCEL 28	S89°56'55"E	15.00
PARCEL 29	S89°56'55"E	15.00
PARCEL 30	S89°56'55"E	15.00
PARCEL 31	S89°56'55"E	15.00
PARCEL 32	S89°56'55"E	15.00
PARCEL 33	S89°56'55"E	15.00
PARCEL 34	S89°56'55"E	15.00
PARCEL 35	S89°56'55"E	15.00
PARCEL 36	S89°56'55"E	15.00
PARCEL 37	S89°56'55"E	15.00
PARCEL 38	S89°56'55"E	15.00
PARCEL 39	S89°56'55"E	15.00
PARCEL 40	S89°56'55"E	15.00
PARCEL 41	S89°56'55"E	15.00
PARCEL 42	S89°56'55"E	15.00
PARCEL 43	S89°56'55"E	15.00
PARCEL 44	S89°56'55"E	15.00
PARCEL 45	S89°56'55"E	15.00
PARCEL 46	S89°56'55"E	15.00
PARCEL 47	S89°56'55"E	15.00
PARCEL 48	S89°56'55"E	15.00
PARCEL 49	S89°56'55"E	15.00
PARCEL 50	S89°56'55"E	15.00
PARCEL 51	S89°56'55"E	15.00
PARCEL 52	S89°56'55"E	15.00
PARCEL 53	S89°56'55"E	15.00
PARCEL 54	S89°56'55"E	15.00
PARCEL 55	S89°56'55"E	15.00
PARCEL 56	S89°56'55"E	15.00
PARCEL 57	S89°56'55"E	15.00
PARCEL 58	S89°56'55"E	15.00
PARCEL 59	S89°56'55"E	15.00
PARCEL 60	S89°56'55"E	15.00
PARCEL 61	S89°56'55"E	15.00
PARCEL 62	S89°56'55"E	15.00
PARCEL 63	S89°56'55"E	15.00
PARCEL 64	S89°56'55"E	15.00
PARCEL 65	S89°56'55"E	15.00
PARCEL 66	S89°56'55"E	15.00
PARCEL 67	S89°56'55"E	15.00
PARCEL 68	S89°56'55"E	15.00
PARCEL 69	S89°56'55"E	15.00
PARCEL 70	S89°56'55"E	15.00
PARCEL 71	S89°56'55"E	15.00
PARCEL 72	S89°56'55"E	15.00
PARCEL 73	S89°56'55"E	15.00
PARCEL 74	S89°56'55"E	15.00
PARCEL 75	S89°56'55"E	15.00
PARCEL 76	S89°56'55"E	15.00
PARCEL 77	S89°56'55"E	15.00
PARCEL 78	S89°56'55"E	15.00
PARCEL 79	S89°56'55"E	15.00
PARCEL 80	S89°56'55"E	15.00
PARCEL 81	S89°56'55"E	15.00
PARCEL 82	S89°56'55"E	15.00
PARCEL 83	S89°56'55"E	15.00
PARCEL 84	S89°56'55"E	15.00
PARCEL 85	S89°56'55"E	15.00
PARCEL 86	S89°56'55"E	15.00
PARCEL 87	S89°56'55"E	15.00
PARCEL 88	S89°56'55"E	15.00
PARCEL 89	S89°56'55"E	15.00
PARCEL 90	S89°56'55"E	15.00
PARCEL 91	S89°56'55"E	15.00
PARCEL 92	S89°56'55"E	15.00
PARCEL 93	S89°56'55"E	15.00
PARCEL 94	S89°56'55"E	15.00
PARCEL 95	S89°56'55"E	15.00
PARCEL 96	S89°56'55"E	15.00
PARCEL 97	S89°56'55"E	15.00
PARCEL 98	S89°56'55"E	15.00
PARCEL 99	S89°56'55"E	15.00
PARCEL 100	S89°56'55"E	15.00

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT I, KENNETH J. RASMUSSEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR (WE: CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001175), HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 19, 20, 29 & 30, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, AND COMPETE AS CORRECTLY REPRESENTED SAID SURVEY. THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT ROSEMONT, ILLINOIS THIS ____ DAY OF _____ A.D. _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3240
LICENSE EXPIRATION DATE: 11-30-2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

PLAT OF HIGHWAYS
LAKE COUNTY
DIVISION OF TRANSPORTATION
APTAKISIC ROAD (COUNTY HIGHWAY 33)

LIMITS: 0+00 TO 77+98.70 COUNTY: LAKE JOB NO.:
SECTION: 09-00088-18-WR TO STA. 52+00.00
SCALE: 1"= 60'

LAKE COUNTY DIVISION OF TRANSPORTATION
600 W. WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048

REVISION DATE: 08-19-2020 REVISION MADE BY: AJK

DETAIL PARCEL 0020
SCALE: 1" = 30'

DETAIL PARCEL 0017
SCALE: 1" = 60'

DETAIL PARCEL 0018
SCALE: 1" = 30'

DETAIL PARCEL 0019
SCALE: 1" = 30'

DETAIL PARCEL 0020
SCALE: 1" = 30'

DETAIL PARCEL 0021
SCALE: 1" = 30'

DETAIL PARCEL 0022
SCALE: 1" = 30'

DETAIL PARCEL 0023
SCALE: 1" = 30'

DETAIL PARCEL 0024
SCALE: 1" = 30'

DETAIL PARCEL 0025
SCALE: 1" = 30'

DETAIL PARCEL 0026
SCALE: 1" = 30'

DETAIL PARCEL 0027
SCALE: 1" = 30'

DETAIL PARCEL 0028
SCALE: 1" = 30'

DETAIL PARCEL 0029
SCALE: 1" = 30'

DETAIL PARCEL 0030
SCALE: 1" = 30'

DETAIL PARCEL 0031
SCALE: 1" = 30'

DETAIL PARCEL 0032
SCALE: 1" = 30'

DETAIL PARCEL 0033
SCALE: 1" = 30'

DETAIL PARCEL 0034
SCALE: 1" = 30'

DETAIL PARCEL 0035
SCALE: 1" = 30'

DETAIL PARCEL 0036
SCALE: 1" = 30'

DETAIL PARCEL 0037
SCALE: 1" = 30'

DETAIL PARCEL 0038
SCALE: 1" = 30'

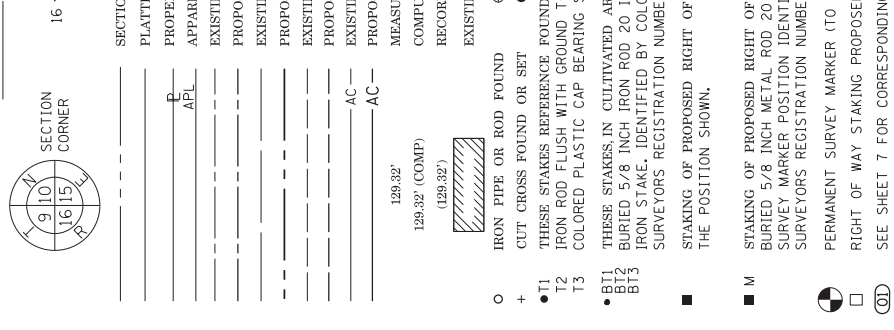
DETAIL PARCEL 0039
SCALE: 1" = 30'

DETAIL PARCEL 0040
SCALE: 1" = 30'

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE SOUTHWEST QUARTER OF SECTION 20, TWP. 43 N., R. 11 E. OF THE 3RD. P.M. IN LAKE COUNTY, ILLINOIS.
 PART OF THE NORTHEAST & NORTHWEST QUARTER OF SECTION 29, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE NORTHEAST QUARTER OF SECTION 30, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

Exhibit C

LEGEND



NOTE:
 ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED
 BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS
 STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH
 AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".
 ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT
 "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID
 DISTANCES BY THE COMBINATION FACTOR OF 0.99995760875.
 AREAS SHOWN ON THIS PLAT ARE "GROUND".

STATE OF ILLINOIS)
 COUNTY OF COOK)
 I, KENNETH J. RASMUSSEN, AN ILLINOIS
 PROFESSIONAL LAND SURVEYOR (WE CHRISTOPHER B. BURKE
 ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND
 SURVEYING CORPORATION, NUMBER 184-001175), HAVE SURVEYED THE
 PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 19, 20, 29 & 30,
 TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, LAKE COUNTY, ILLINOIS. THE SURVEY IS TRUE AND COMPLETE AS
 CORRECTLY REPRESENTS SAID SURVEY. THAT ALL MONUMENTS FOUND AND
 ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS
 SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE
 THE SURVEY TO BE RETRACED, MADE FOR THE LAKE COUNTY DIVISION OF
 TRANSPORTATION, STATE OF ILLINOIS.

DATED AT ROSEMONT, ILLINOIS THIS ____ DAY OF _____ 20__ A.D.

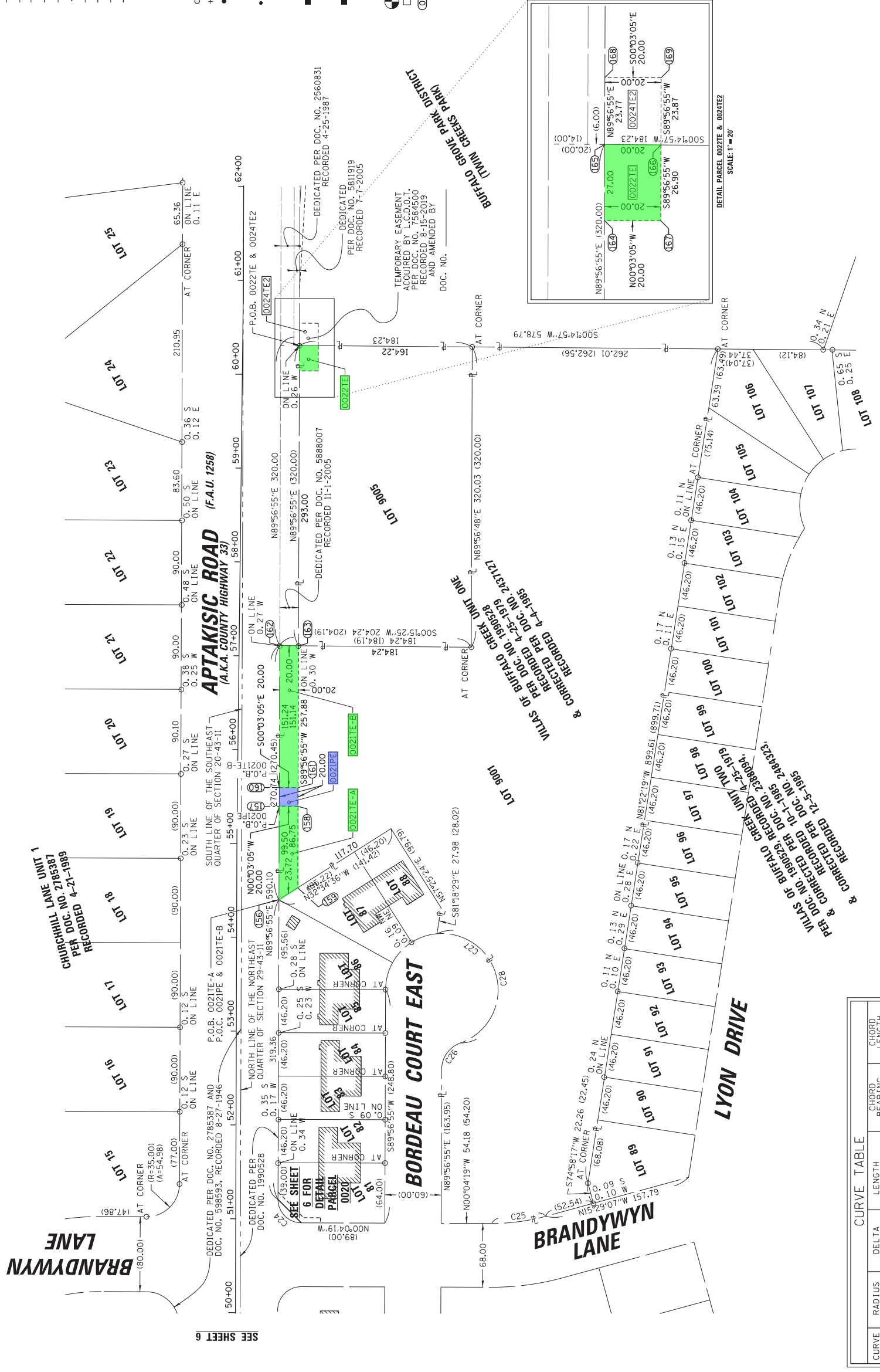
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3240
 LICENSE EXPIRATION DATE: 11-30-2020
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
 ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9675 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

PLAT OF HIGHWAYS
 LAKE COUNTY
 DIVISION OF TRANSPORTATION
 APTAKISIC ROAD (COUNTY HIGHWAY 33)

LIMITS: 0+00 TO 77+98.70 COUNTY: LAKE
 SECTION: 09-00088-18-WR JOB NO.:
 STA. 50+00.00 TO STA. 62+00.00
 SCALE: 1"= 60' SHEET 07 OF 09 SHEETS

LAKE COUNTY DIVISION OF TRANSPORTATION
 600 W. WINCHESTER ROAD
 LIBERTYVILLE, ILLINOIS 60048



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
PARCEL 0021					
C25	216.00	344°35'12"	58.11	N67°46'43"W	57.93
C26	30.00	0°28'51"	36.90	S54°45'50"E	34.62
C27	60.00	128°39'17"	113.47	N77°39'00"E	113.08

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	EASEMENT ACRES	AREA SQUARE FEET	PARCEL INDEX NUMBER
0021TE-A	5.306	N/A	N/A	TE-A= 0.043	N/A	15-29-215-009
0021TE-B	5.306	N/A	N/A	TE-B= 0.069	400	
0021PE	1.353	N/A	N/A	TE= 0.012	N/A	15-29-215-042
0022TE	6.878	N/A	N/A	TE= 0.011	N/A	15-29-200-018

EXHIBIT D
LEGAL DESCRIPTIONS

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0016PE
STATION: 39+73.69 to 41+40.19
INDEX NO.: 15-20-301-053

That part of Lot A in Rolling Hills Subdivision, being a subdivision in the Southwest and Southeast Quarter of Section 20, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded May 10, 1994 as document no. 3539042 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the southwest corner of said Lot A; thence North 00 degrees 12 minutes 52 seconds East, a distance of 115.00 feet along the east line of said Lot A; thence North 89 degrees 56 minutes 55 seconds East, 46.00 feet; thence South 55 degrees 03 minutes 35 seconds East, 146.17 feet; thence South 00 degrees 27 minutes 22 seconds East, 30.00 feet to a point on the south line of said Lot A (said south line also being the north right-of-way line of Aptakisic Road, A.K.A. County Highway 33); thence South 89 degrees 32 minutes 38 seconds West, 166.50 feet along said south line to the point of beginning.

Said permanent easement containing 0.321 acres, more or less.

ROUTE: Aptakistic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0017
STATION: 42+33.42 to 46+12.16
INDEX NO.: 15-29-214-002

That part of Lot 9000 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the northwest corner of said Lot 9000; thence North 89 degrees 56 minutes 55 seconds East, a distance of 377.13 feet (377.44 feet record) along the north line of said Lot 9000 (said north line also being the south right-of-way line of Aptakistic Road, A.K.A. County Highway 33) to the northwesterly corner of Lot 73 in said Villas of Buffalo Creek Unit 1; thence South 24 degrees 08 minutes 26 seconds East, 3.76 feet along the westerly line of said Lot 73 to the northeasterly corner of Lot 72 in said Villas of Buffalo Creek Unit 1; thence South 36 degrees 03 minutes 23 seconds West, 8.13 feet along the northwesterly line of said Lot 72 to a point on a line 10.00 feet south of and parallel with said north line of Lot 9000; thence South 89 degrees 56 minutes 55 seconds West, 373.89 feet along said parallel line to a point on a west line of said Lot 9000 (said west line also being the east line of Lot 1 in B'Nai Subdivision, being a subdivision in the Northeast Quarter of Section 29, according to the plat thereof recorded March 4, 1988 as document no. 2662221); thence North 00 degrees 03 minutes 22 seconds East, 10.00 feet along said west line to the point of beginning.

Said parcel containing 0.087 acres, more or less.

ROUTE: Aptakistic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0017PE
STATION: 43+79.95 to 44+00.28
INDEX NO.: 15-29-214-002

That part of Lot 9000 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the northwest corner of said Lot 9000; thence South 00 degrees 03 minutes 22 seconds West a distance of 10.00 feet along a west line of said Lot 9000 (said west line also being the east line of Lot 1 in B'Nai Subdivision, being a subdivision in the Northeast Quarter of Section 29, according to the plat thereof recorded March 4, 1988 as document no. 2662221); thence North 89 degrees 56 minutes 55 seconds East, 148.00 feet along a line 10.00 feet south of and parallel with the north line of said Lot 9000 (said north line also being the south right-of-way line of Aptakistic Road, A.K.A. County Highway 33) to the point of beginning; thence continuing North 89 degrees 56 minutes 55 seconds East, 20.00 feet along said parallel line; thence South 00 degrees 03 minutes 05 seconds East, 15.00 feet; thence South 89 degrees 56 minutes 55 seconds West, 20.00 feet; thence North 00 degrees 03 minutes 05 seconds West, 15.00 feet to the point of beginning.

Said permanent easement containing 0.007 acres or 300 square feet, more or less.

ROUTE: Aptakistic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0017TE-A
STATION: 42+33.37 to 43+80.28
INDEX NO.: 15-29-214-002

That part of Lot 9000 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the northwest corner of said Lot 9000; thence South 00 degrees 03 minutes 22 seconds West a distance of 10.00 feet along a west line of said Lot 9000 (said west line also being the east line of Lot 1 in B'Nai Subdivision, being a subdivision in the Northeast Quarter of Section 29, according to the plat thereof recorded March 4, 1988 as document no. 2662221) to the point of beginning; thence North 89 degrees 56 minutes 55 seconds East, 148.00 feet along a line 10.00 feet south of and parallel with the north line of said Lot 9000 (said north line also being the south right-of-way line of Aptakistic Road, A.K.A. County Highway 33); thence South 00 degrees 03 minutes 05 seconds East, 15.00 feet; thence South 89 degrees 56 minutes 55 seconds West, 30.00 feet; thence North 00 degrees 03 minutes 05 seconds West, 10.00 feet; thence South 89 degrees 56 minutes 55 seconds West, 91.05 feet; thence South 00 degrees 03 minutes 05 seconds East, 20.00 feet; thence South 89 degrees 56 minutes 55 seconds West, 27.00 feet to a point on a west line of said Lot 9000; thence North 00 degrees 03 minutes 22 seconds East, 25.00 feet along said west line to the point of beginning.

Said temporary easement containing 0.036 acres, more or less.

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0017TE-B
STATION: 44+00.05 to 46+07.37
INDEX NO.: 15-29-214-002

That part of Lot 9000 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the northwest corner of said Lot 9000; thence South 00 degrees 03 minutes 22 seconds West a distance of 10.00 feet along a west line of said Lot 9000 (said west line also being the east line of Lot 1 in B'Nai Subdivision, being a subdivision in the Northeast Quarter of Section 29, according to the plat thereof recorded March 4, 1988 as document no. 2662221); thence North 89 degrees 56 minutes 55 seconds East, 168.00 feet along a line 10.00 feet south of and parallel with the north line of said Lot 9000 (said north line also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33) to the point of beginning; thence continuing North 89 degrees 56 minutes 55 seconds East, 205.89 feet to a point on the northwesterly line of Lot 72 in said Villas of Buffalo Creek Unit 1; thence South 36 degrees 03 minutes 23 seconds West, 12.38 feet along said northwesterly line to a point on a line 20.00 feet south of and parallel with said north line of Lot 9000; thence South 89 degrees 56 minutes 55 seconds West, 198.60 feet; thence North 00 degrees 03 minutes 05 seconds West, 10.00 feet to the point of beginning.

Said temporary easement containing 0.046 acres, more or less.

ROUTE: Aptakistic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0021PE
STATION: 55+40.07 to 55+60.24
INDEX NO.: 15-29-215-009

That part of Lot 9001 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the most northerly northwest corner of said Lot 9001, also being the northeast corner of Lot 86 in said Villas of Buffalo Creek Unit 1; thence North 89 degrees 56 minutes 55 seconds East, 99.50 feet along the north line of said Lot 9001 (said north line also being the south right-of-way line of Aptakistic Road) to the point of beginning; thence continuing North 89 degrees 56 minutes 55 seconds East, 20.00 feet along said north line; thence South 00 degrees 03 minutes 05 seconds East, 20.00 feet to a point on a line 20.00 feet south of and parallel with said north line; thence South 89 degrees 56 minutes 55 seconds West, 20.00 feet along said parallel line; thence North 00 degrees 03 minutes 05 seconds West, 20.00 feet to the point of beginning.

Said permanent easement containing 0.009 acres or 400 square feet, more or less.

ROUTE: Aptakistic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0021TE-A
STATION: 54+40.18 to 55+40.24
INDEX NO.: 15-29-215-009

That part of Lot 9001 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the most northerly northwest corner of said Lot 9001, also being the northeast corner of Lot 86 in said Villas of Buffalo Creek Unit 1; thence North 89 degrees 56 minutes 55 seconds East, 99.50 feet along the north line of said Lot 9001 (said north line also being the south right-of-way line of Aptakistic Road); thence South 00 degrees 03 minutes 05 seconds East, 20.00 feet to a point on a line 20.00 feet south of and parallel with said north line; thence South 89 degrees 56 minutes 55 seconds West, 86.75 feet along said parallel line to a point on the easterly line of Lot 87 in said Villas of Buffalo Creek Unit 1; thence North 32 degrees 34 minutes 36 seconds West, 23.72 feet along said easterly line to the point of beginning.

Said temporary easement containing 0.043 acres, more or less.

ROUTE: Aptakistic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0021TE-B
STATION: 55+60.07 to 57+11.37
INDEX NO.: 15-29-215-009

That part of Lot 9001 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the most northerly northwest corner of said Lot 9001, also being the northeast corner of Lot 86 in said Villas of Buffalo Creek Unit 1; thence North 89 degrees 56 minutes 55 seconds East, 119.50 feet along the north line of said Lot 9001 (said north line also being the south right-of-way line of Aptakistic Road) to the point of beginning; thence continuing North 89 degrees 56 minutes 55 seconds East, 151.24 feet along said north line to a point on the west line of Lot 9005 in said Villas of Buffalo Creek Unit 1; thence South 00 degrees 15 minutes 25 seconds West, 20.00 feet along said west line to a point on a line 20.00 feet south of and parallel with said north line of Lot 9001; thence South 89 degrees 56 minutes 55 seconds West, 151.14 feet along said parallel line; thence North 00 degrees 03 minutes 05 seconds West, 20.00 feet to the point of beginning.

Said temporary easement containing 0.069 acres, more or less.

ROUTE: Aptakistic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0022TE
STATION: 60+04.36 to 60+31.43
INDEX NO.: 15-29-215-042

That part of Lot 9005 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at a point of intersection with the east line of said Lot 9005 and the south right-of-way line of Aptakistic Road as dedicated by document no. 5888007, recorded November 1, 2005; thence South 00 degrees 14 minutes 57 seconds West, 20.00 feet along said east line of said Lot 9005 to a point on a line 20.00 feet south of and parallel with said south right-of-way line; thence South 89 degrees 56 minutes 55 seconds West, 26.90 feet along said parallel line; thence North 00 degrees 03 minutes 05 seconds West, 20.00 feet to a point on said south right-of-way line; thence North 89 degrees 56 minutes 55 seconds East, 27.00 feet along said south right-of-way line to the point of beginning.

Said temporary easement containing 0.012 acres, more or less.