

**DRAFT**

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF FOX LAKE  
FOR INTERSECTION IMPROVEMENTS ALONG  
ILLINOIS ROUTE 59, GRAND AVENUE  
AND WASHINGTON AVENUE IN THE VILLAGE OF FOX LAKE  
INCLUDING NON-MOTORIZED IMPROVEMENTS,  
STREET LIGHTING, TRAFFIC SIGNALS  
AND THE CONVEYANCE OF RIGHT OF WAY  
AND TEMPORARY EASEMENTS**

**THIS AGREEMENT** is 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 Fox Lake, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

**WITNESSETH**

**WHEREAS**, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, is desirous of making certain permanent roadway and non-motorized facility improvements along Illinois Route 59 from approximately 1,000’ north of Grand Avenue to approximately 2,000’ south of Washington Avenue including the realignment of Washington Avenue to a new signalized intersection at Illinois Route 59, including intersection widening and channelization, new permanent traffic control signals, street lighting, drainage improvements, construction of multi-use path and sidewalks, landscaping, and other associated improvements (hereinafter IMPROVEMENT); and,

**WHEREAS**, said IMPROVEMENT shall also be referred to as County Section 10-00279-01-CH in which its location and limits are generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the VILLAGE has maintenance and jurisdictional authority over Grand Avenue and Washington Avenue, and the Illinois Department of Transportation (hereinafter IDOT), has maintenance and jurisdictional authority over Illinois Route 59 including the maintenance of any traffic signals along Illinois Route 59 within the limits of the IMPROVEMENT; and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY include the construction of non-motorized improvements including new multi-use path and sidewalk, along with any concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter NON-MOTORIZED IMPROVEMENTS), as a part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the VILLAGE is desirous that the COUNTY include the construction of street lighting, inclusive of temporary and permanent street lighting, light poles, luminaries, foundations, and conduit/unit ducts, (hereinafter STREET LIGHTING) as a municipal facility and as detailed in the PLANS, as a part of the IMPROVEMENT for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; 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 for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the NON-MOTORIZED IMPROVEMENTS, STREET LIGHTING and WATERMAIN shall collectively be known as VILLAGE facilities (hereinafter VILLAGE FACILITIES) as depicted in the PLANS; and,

**WHEREAS**, the estimated total cost to the VILLAGE for its share of the IMPROVEMENT is as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and 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 Illinois Route 59 which is presently owned by the VILLAGE to become right-of-way (hereinafter RIGHT-OF-WAY and two (2) areas of temporary easement (hereinafter TEMPORARY EASEMENT) within property owned by the VILLAGE; and,

**WHEREAS**, the Plat of Highways showing the RIGHT-OF-WAY (as Parcel 1NM0011), and TEMPORARY EASEMENT (as Parcel 1NM0011TE A & B) (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 and TEMPORARY EASEMENT 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 and TEMPORARY EASEMENT for the IMPROVEMENT, at no cost to the COUNTY; and,

**WHEREAS**, the IMPROVEMENT includes the installation of permanent traffic control signals and equipment, interconnection to the COUNTY's PASSAGE network, and emergency vehicle pre-emption system, (hereinafter NEW SIGNALS), at the intersection of Illinois Route 59 and Washington Avenue; and,

**WHEREAS**, the IMPROVEMENT includes upgrades to the existing traffic control signals (hereinafter SIGNAL UPGRADES), at the intersection of Illinois Route 59 and Grand Avenue; and,

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

**WHEREAS**, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE; and,

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made 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.**  
**Construction and Maintenance of the IMPROVEMENT**  
COUNTY Section Number 10-00279-01-CH

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 in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the Pre-final set of plans and specifications prepared by Benesch, with a submission date of November 1, 2021 (Pre-Final version). Said PLANS, by reference herein, hereby become a part hereof.

The VILLAGE shall have the opportunity to review and approve the PLANS with respect to the 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 COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is October 11, 2022. (The letting date is subject to change, without notice to the VILLAGE, and is 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's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), and other current practices, set forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new pedestrian facilities within COUNTY improvement projects.

The VILLAGE agrees that the sharing of costs for the installation of new NON-MOTORIZED IMPROVEMENTS shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering, right-of-way acquisition and construction of the NON-MOTORIZED IMPROVEMENTS, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the Construction, Design Engineering, and Construction Engineering Supervision costs for the NON-MOTORIZED IMPROVEMENTS, as provided in EXHIBIT B.

5. The COUNTY agrees to construct STREET LIGHTING as part of the IMPROVEMENT, with reimbursement by the VILLAGE as provided in EXHIBIT B. [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].
6. The VILLAGE agrees to assist with facilitating said WATERMAIN work with local VILLAGE residents and property owners including providing notice of any temporary water service interruptions.
7. The VILLAGE shall be responsible for one hundred percent (100%) of the costs for the WATERMAIN work required as part of the IMPROVEMENT as provided in Exhibit B. [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].
8. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is \$1,171,813.50.

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 one-third (33.3%) of its obligation for the VILLAGE FACILITIES. At this time, it is estimated that the VILLAGE shall owe to the COUNTY an initial amount equal to \$390,604.50.

The VILLAGE further agrees to pay the second one-third (33.3%) of its obligation for the VILLAGE FACILITIES one year after the initial obligation for the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. At this time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$390,604.50.

The VILLAGE further agrees to pay the final one-third (33.4%) 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. The 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 this time, it is estimated that the VILLAGE shall owe to the COUNTY a final amount equal to \$390,604.50.

9. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the VILLAGE shall continue maintenance and jurisdictional responsibility over Washington Avenue and Grand Avenue, IDOT shall continue maintenance and jurisdictional responsibility over Illinois Route 59 and the VILLAGE shall continue ownership and maintenance responsibility of all existing VILLAGE FACILITIES within the IMPROVEMENT, and shall assume ownership and maintenance responsibility of all new VILLAGE FACILITIES constructed as a part of this IMPROVEMENT.
10. If requested by IDOT or the COUNTY, the VILLAGE agrees to confirm its ownership and maintenance responsibilities for the VILLAGE FACILITIES in the Illinois Route 59 right-of-way to IDOT in writing, as a portion of the VILLAGE FACILITIES to be constructed as a part of the IMPROVEMENT are proposed within the Illinois Route 59 right-of-way.
11. It is mutually agreed by and between the parties hereto that the VILLAGE may name originally and then may change the name of any street, avenue, alley, or other public place within its jurisdiction in accordance with Illinois Compiled Statutes (65 ILCS 5/11-80-19).
12. The VILLAGE agrees that if it so chooses to change the name of any street, avenue, alley or other public place within the limits of this IMPROVEMENT, the renaming shall be done in coordination with the LCDOT such that the timing of any name changes will not impact the engineering, permitting and construction of the IMPROVEMENT.

It is further mutually agreed by and between the parties hereto that the COUNTY shall have no obligation regarding the renaming of any street, avenue, alley or other public place as a part of THIS AGREEMENT.

**SECTION III.**  
**Conveyance of RIGHT-OF-WAY and TEMPORARY EASEMENT**

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 TEMPORARY EASEMENT at no cost to the VILLAGE.
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 TEMPORARY EASEMENT 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. The parties acknowledge that the VILLAGE utilizes portions of the TEMPORARY EASEMENT for access of police, fire and emergency vehicles to Illinois Route 59. The COUNTY agrees to make a good faith effort to maintain the VILLAGE's access during construction and further agrees that any obstruction of the VILLAGE's access shall only be performed after notice to and consultation with the VILLAGE.
6. 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 TEMPORARY EASEMENT within ten (10) working days of the receipt of said documents.
7. The COUNTY agrees to record all right-of-way and permanent easements that may be acquired in connection with the IMPROVEMENT.

**SECTION IV.**  
**The Construction, Maintenance and Future Costs of Traffic Signals**

1. It is mutually agreed by and between the parties hereto that the COUNTY will cause the initial installation of the NEW SIGNALS as part of the IMPROVEMENT to be completed without reimbursement from the VILLAGE. Upon completion of the IMPROVEMENT, the NEW SIGNALS will become the sole and exclusive property of IDOT.
2. It is mutually agreed by and between the parties hereto that the COUNTY will include the SIGNAL UPGRADES as a part of the IMPROVEMENT to be completed without reimbursement from the VILLAGE.
3. The VILLAGE agrees that upon completion of the IMPROVEMENT, IDOT shall have the sole and exclusive right to control, operate, and regulate the sequence and all other aspects of the timing of the traffic control signals at the intersection of Illinois Route 59 and Washington Avenue and the intersection of Illinois Route 59 and Grand Avenue.
4. Upon completion of the IMPROVEMENT, the VILLAGE agrees to enter into a new or amended Traffic Signal Agreement with IDOT related to the operations, maintenance and future cost participation of the traffic control signals at the intersection of Illinois Route 59 and Washington Avenue and the intersection of Illinois Route 59 and Grand Avenue.

**SECTION V.**  
**General Provisions**

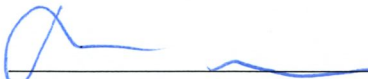
1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY 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's 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 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 any court of competent jurisdiction 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 COUNTY, 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. The COUNTY agrees to indemnify, defend and hold harmless the VILLAGE, their elected officials, its duly appointed officials, agents, 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 design or construction of the IMPROVEMENT.

**ATTEST:**

  
\_\_\_\_\_  
Village Clerk

**VILLAGE OF FOX LAKE**

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

Date: October 11, 2022

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

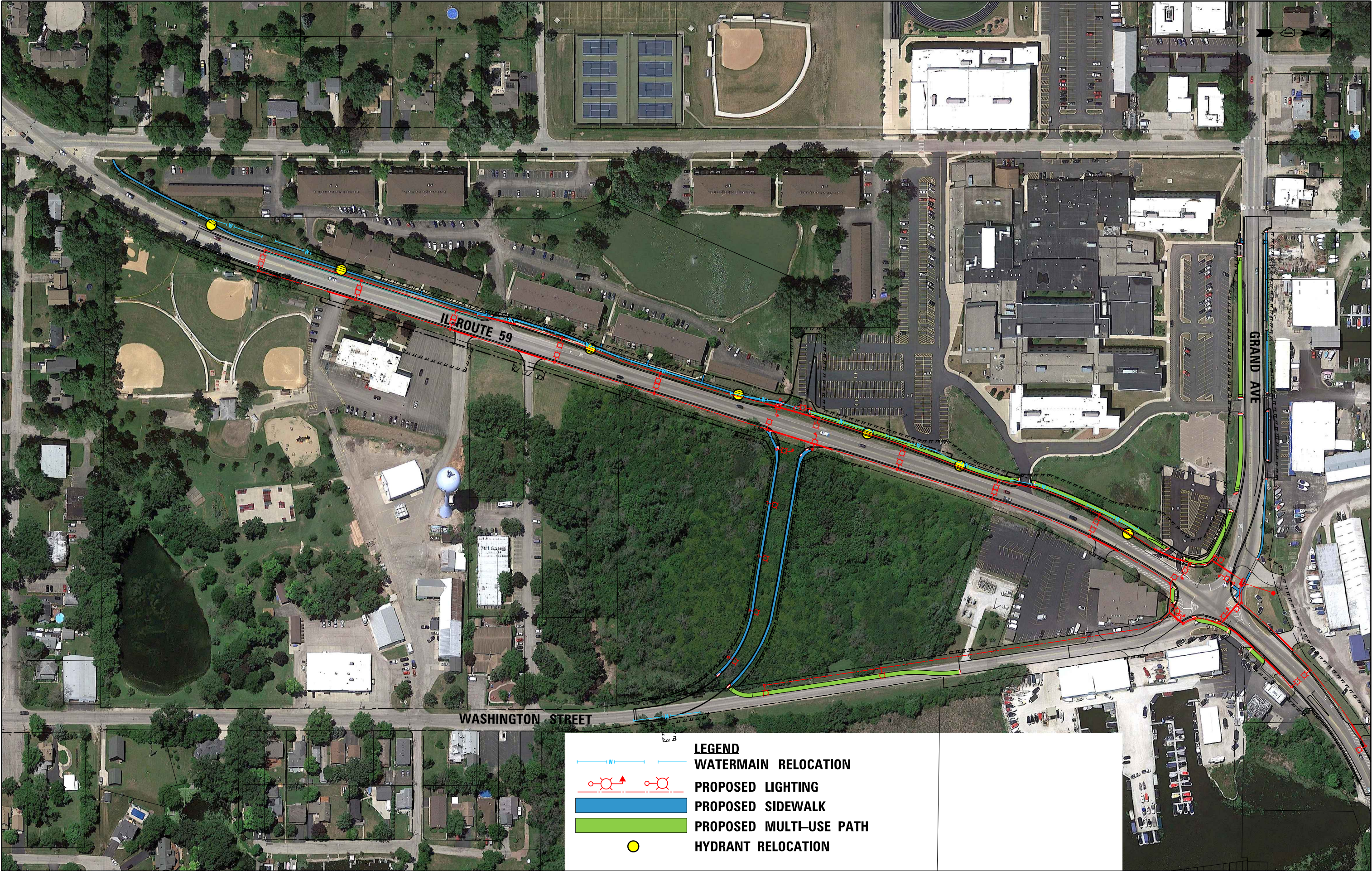
**ATTEST:**

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chair  
Lake County Board

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





LEGEND

WATERMAIN RELOCATION

PROPOSED LIGHTING

PROPOSED SIDEWALK

PROPOSED MULTI-USE PATH

HYDRANT RELOCATION

USER NAME = tkuegel	DESIGNED -	REVISED -
	DRAWN -	REVISED -
PLOT SCALE = 200.0000' / in.	CHECKED -	REVISED -
PLOT DATE = 6/24/2022	DATE -	REVISED -

Alfred Benesch & Company

35 West Wacker Drive, Suite 3300

Chicago, Illinois 60601

312-565-0450

Job No. 10638

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

EXHIBIT A

VILLAGE FACILITIES

SCALE:      SHEET      OF      SHEETS      STA.      TO      STA.

F.A.P RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
104	10-00279-01-CH	LAKE		
		CONTRACT NO.		
ILLINOIS FED. AID PROJECT				



**EXHIBIT B**  
**County Section 10-001279-01-CH**  
**Estimated Costs for VILLAGE FACILITIES (NON-MOTORIZED IMPROVEMENTS,**  
**WATERMAIN and STREET LIGHTING)**

<b>Improvement</b>	<b>Total Cost</b>	<b>COUNTY Share</b>	<b>VILLAGE Share</b>
Construction (NON-MOTORIZED IMPROVEMENTS)	\$ 287,000.00	\$ 229,600.00	\$ 57,400.00
Design Engineering*	\$ 20,090.00	\$ 16,072.00	\$ 4,018.00
Construction Engineering**	\$ 28,700.00	\$ 22,960.00	\$ 5,740.00
<b>Total Costs (NON-MOTORIZED IMPROVEMENTS)</b>	<b>\$ 335,790.00</b>	<b>\$ 268,632.00</b>	<b>\$ 67,158.00</b>
Construction (WATERMAIN)	\$ 330,000.00	\$ -	\$ 330,000.00
Design Engineering*	\$ 23,100.00	\$ -	\$ 23,100.00
Construction Engineering**	\$ 33,000.00	\$ -	\$ 33,000.00
<b>Total Costs (WATERMAIN)</b>	<b>\$ 386,100.00</b>	<b>\$ -</b>	<b>\$ 386,100.00</b>
Construction (STREET LIGHTING)	\$ 614,150.00	\$ -	\$ 614,150.00
Design Engineering*	\$ 42,990.50	\$ -	\$ 42,990.50
Construction Engineering**	\$ 61,415.00	\$ -	\$ 61,415.00
<b>Total Costs (STREET LIGHTING)</b>	<b>\$ 718,555.50</b>	<b>\$ -</b>	<b>\$ 718,555.50</b>
<b>TOTAL</b>	<b>\$ 1,440,445.50</b>	<b>\$ 268,632.00</b>	<b>\$ 1,171,813.50</b>

\*Design Engineering is calculated at 7% of construction costs.

\*\*Construction Engineering is calculated at 10% of construction costs

Source: Engineer's Estimate of Probable Costs prepared by Benesch, dated 6/7/2022

STATE OF ILLINOIS

EXHIBIT C - VILLAGE ROW PLAT

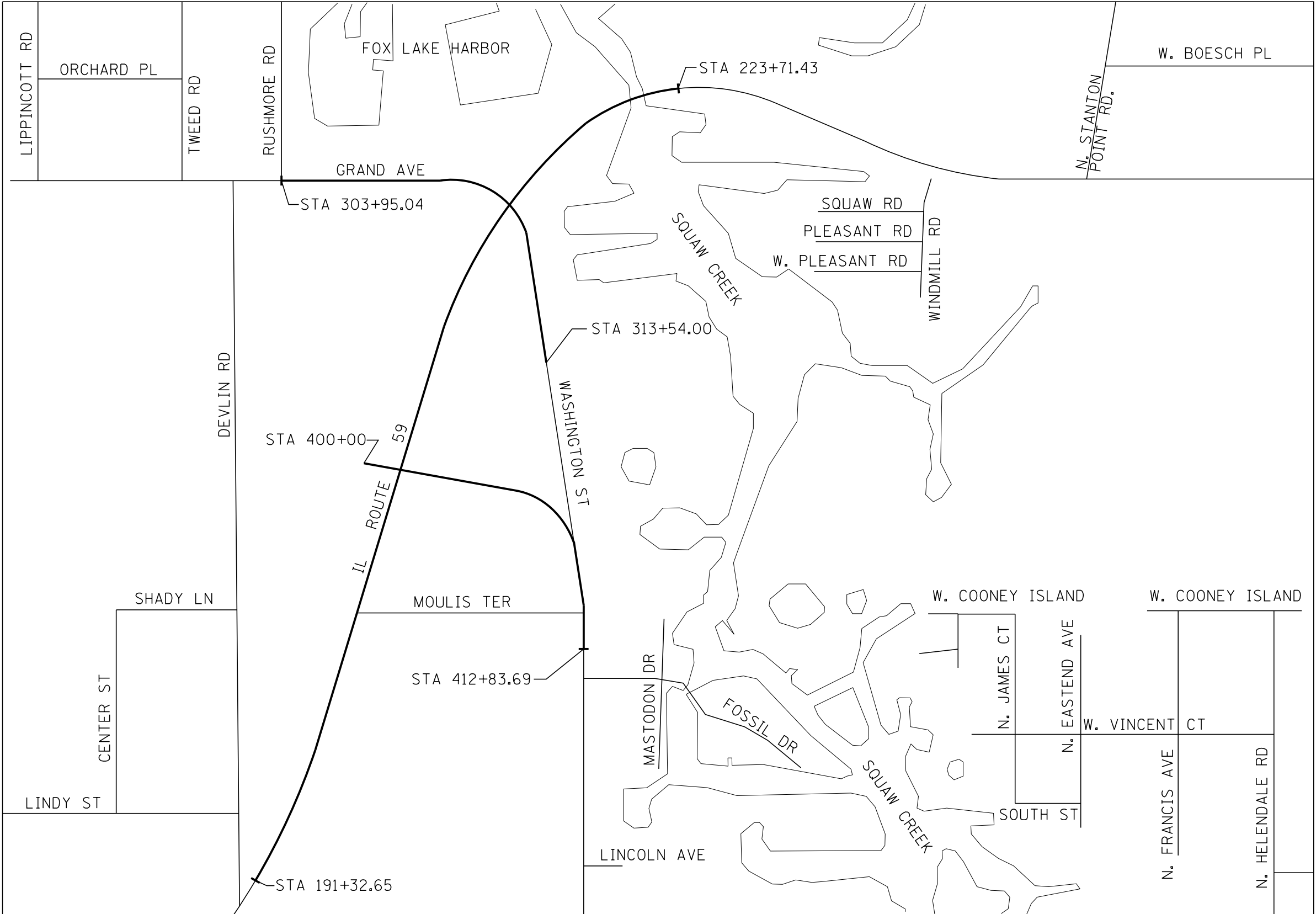
DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

PLAT OF HIGHWAYS

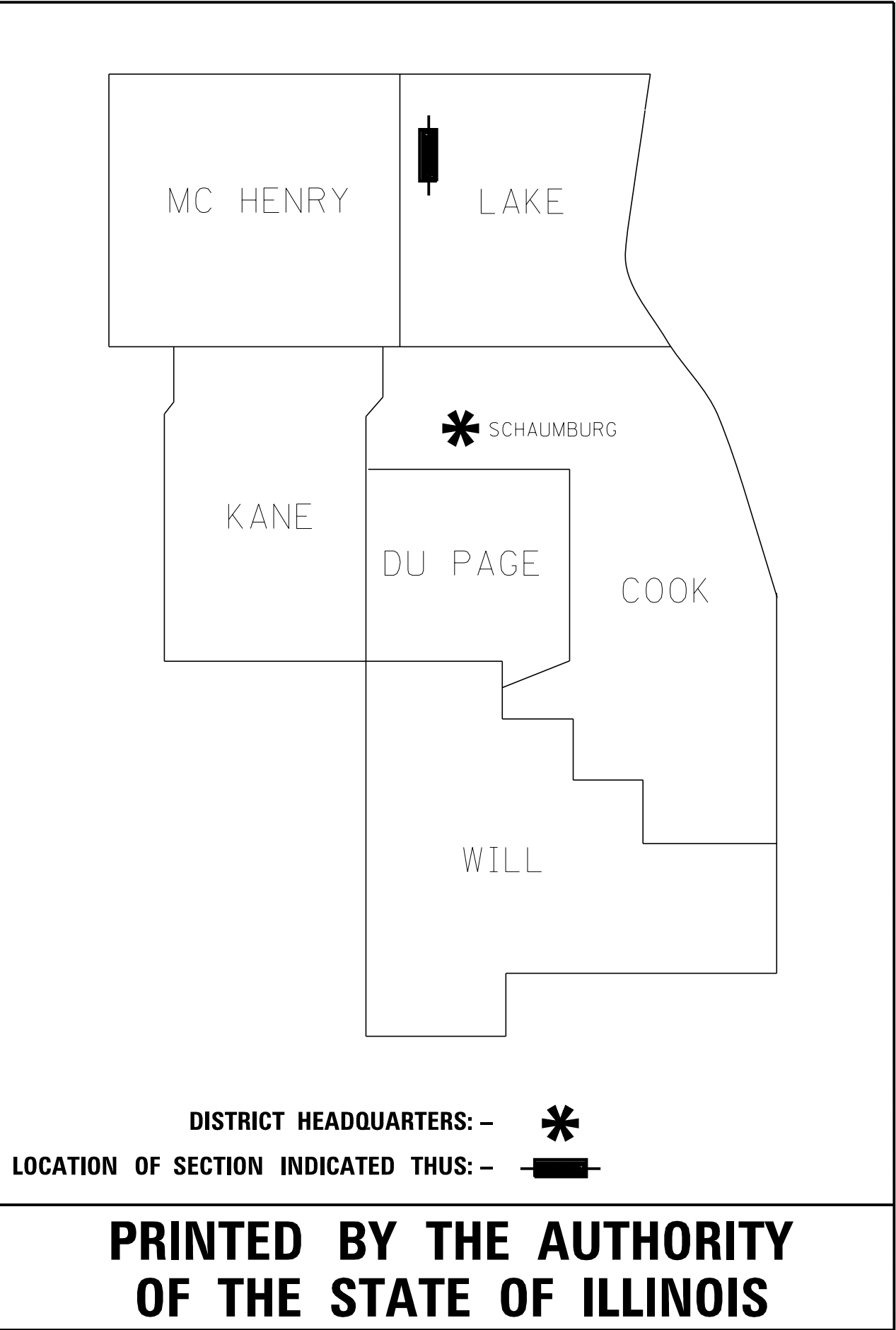
ROUTE: IL ROUTE 59 AT GRAND AVENUE  
SECTION: 10-00279-01-CH  
COUNTY: LAKE  
LIMITS:  
JOB NO.: R-91-013-20

PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
1NM0001 1NM0001TE	CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, AS TRUSTEE UNDER A TRUST AGREEMENT DATED THE 15TH DAY OF DECEMBER, 1972, KNOWN AS TRUST NUMBER R-1605	1	
1NM0002 1NM0002TE	CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO HARRIS TRUST & SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 9360	1	
1NM0003TE-A 1NM0003TE-B	CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED THE 30TH DAY OF NOVEMBER, 1960, KNOWN AS TRUST NUMBER 30153	1, 2	
1NM0004TE	DONNA M. MOULIS AS TRUSTEE UNDER THE REVOCABLE TRUST AGREEMENT OF DONNA M. MOULIS DATED NOVEMBER 11, 2008	3	
1NM0005TE-A 1NM0005TE-B	ROCKBUILD ENERPRISES, INC.	2	
1NM0006TE	MUNSON FAMILY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP	7	
1NM0007TE	CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO FIRST ILLINOIS BANK OF EVANSTON, N.A., AS TRUSTEE UNDER TRUST NUMBER R 1605	6	
1NM0008 1NM0008TE-A 1NM0008TE-B	CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO FIRST ILLINOIS BANK OF EVANSTON, N.A., AS TRUSTEE UNDER TRUST NUMBER R 1605	5	
1NM0009TE	COMMONWEALTH EDISON COMPANY	7	
1NM0010 1NM0010TE	4 WASHINGTON LLC, A COLORADO LIMITED LIABILITY COMPANY	7	
1NM0011 1NM0011TE-A 1NM0011TE-B	VILLAGE OF FOX LAKE, ILLINOIS, A MUNICIPAL CORPORATION	4, 5	
1NM0012 1NM0012TE	WESTLAKE OFFICE COMPLEX, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	5	
1NM0013-A 1NM0013-B 1NM0013-C 1NM0013TE-A 1NM0013TE-B	TIMBER OAKS ACQUISTION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY	4, 5, 6	
1NM0015-A 1NM0015-B 1NM0015-C 1NM0015TE-A 1NM0015TE-B 1NM0015TE-C 1NM0015TE-D	THE BOARD OF EDUCATION OF GRANT COMMUNITY HIGH SCHOOL DISTRICT 124	1, 2, 6, 7	
1NM0016 1NM0016E-A 1NM0016E-B	CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TO FIRST ILLINOIS BANK OF EVANSTON, N.A., AS TRUSTEE UNDER TRUST NUMBER R 1605	5, 6	



LOCATION MAP

PROJECT LENGTH = 5481.43 FT. = 1.038 MILE  
GRAND AVENUE = 958.96 FT. = 0.182 MILE  
IL ROUTE 59 = 3238.78 FT. = 0.613 MILE  
WASHINGTON AVENUE = 1283.69 FT. = 0.243 MILE



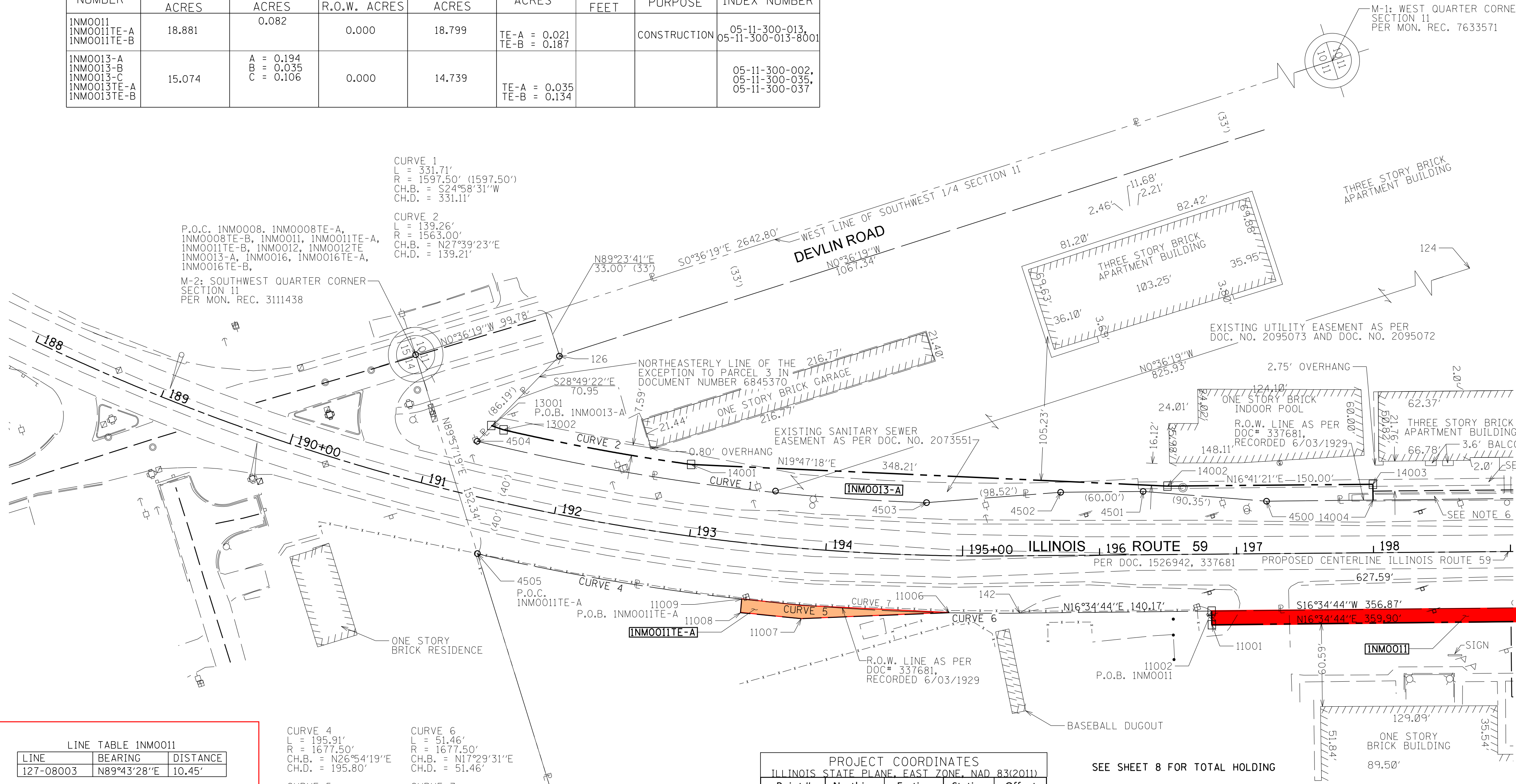


PART OF THESW 1/4 OF SECTION 11, TWP. 45 N., R. 9 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

SEE SHEET 2

EXHIBIT C - VILLAGE ROW PLAT

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT ACRES	AREA SQUARE FEET	EASEMENT PURPOSE	PARCEL INDEX NUMBER
INM0011 INM0011TE-A INM0011TE-B	18.881	0.082	0.000	18.799	TE-A = 0.021 TE-B = 0.187		CONSTRUCTION	05-11-300-013, 05-11-300-013-8001
INM0013-A INM0013-B INM0013-C INM0013TE-A INM0013TE-B	15.074	A = 0.194 B = 0.035 C = 0.106	0.000	14.739	TE-A = 0.035 TE-B = 0.134			05-11-300-002, 05-11-300-035, 05-11-300-037



LINE TABLE INM0011		
LINE	BEARING	DISTANCE
127-08003	N89°43'28\"E	10.45'

LINE TABLE INM0011TE-A		
LINE	BEARING	DISTANCE
11006-11007	S14°54'16\"W	108.19'
11007-11008	S22°47'48\"W	44.57'
11008-11009	N67°29'48\"W	10.00'

LINE TABLE INM0013-A		
LINE	BEARING	DISTANCE
13001-13002	N36°29'30\"E	8.88'
14003-14004	S73°18'39\"E	11.53'
14004-4500	S16°34'21\"W	77.74'
4500-4501	S21°43'48\"W	90.41'
4501-4502	S16°35'49\"W	60.24'
4502-4503	S12°46'33\"W	98.22'
4504-13001	N28°49'22\"W	15.63'

PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD 83(2011)				
Point #	Northing	Easting	Station	Offset
126	2083699.90	1031238.07	191+79.71	-113.55
142	2083965.38	1031516.87	195+41.35	41.88
4500	2084161.69	1031492.01	197+22.26	-38.31
4501	2084077.71	1031458.54	196+32.20	-46.25
4502	2084019.98	1031441.34	195+71.96	-46.15
4503	2083924.19	1031419.61	194+72.57	-38.42
4504	2083624.04	1031279.81	191+32.65	-39.48
4505	2083599.89	1031358.26	191+51.62	40.38
11001	2084096.87	1031566.45	196+81.54	51.61
11002	2084099.72	1031556.86	196+81.52	41.61
11006	2083916.30	1031501.40	194+90.93	41.67
11007	2083811.76	1031473.57	193+86.16	51.22
11008	2083770.67	1031456.30	193+42.96	51.07
11009	2083774.49	1031447.06	193+42.81	41.07
13001	2083637.74	1031272.27	191+40.81	-52.95
13002	2083644.88	1031277.56	191+49.94	-52.00
14001	2083768.19	1031342.18	192+93.84	-52.00
14002	2084095.84	1031460.06	196+50.00	-50.00
14003	2084239.52	1031503.14	198+00.00	-50.00
14004	2084236.21	1031514.19	198+00.00	-38.47
SW CORNER	2083599.43	1031206.37	190+70.44	-88.81
WEST 1/4	2086242.42	1031178.21	301+94.90	-2.06

- NOTES:  
1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.  
2. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".  
3. ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99999474.  
4. AREAS SHOWN ON THIS PLAT ARE "GROUND".  
5. EXISTING SANITARY SEWER EASEMENT AS PER DOC. NO. 2073551.  
6. EXISTING 5' SANITARY SEWER EASEMENT AS PER DOC. NO. 2149681.

LEGEND  
TEMPORARY EASEMENT

PROPOSED RIGHT-OF-WAY

9101615

SECTION CORNER

1615

QUARTER SECTION CORNER

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

GRAPHIC SCALE

FEET

050

SCALE: 1" = 50'

BEARINGS ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011 ADJUSTMENT), EAST ZONE.

O

IRON PIPE OR ROD FOUND

+

CUT CROSS FOUND OR SET

T1

T2

T3

BT1

BT2

BT3

M

PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)

RIGHT OF WAY STAKING PROPOSED TO BE SET

⊕

"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 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. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.

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.

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON IN SECTION 11, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT 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 DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT NAPERVILLE, ILLINOIS THIS 14TH DAY OF FEBRUARY 20 20 A.D.

Douglas G. Massey  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685  
LICENSE EXPIRATION DATE: NOVEMBER 30, 2020  
FIELD WORK COMPLETED: JULY 11, 2017  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

**benesch**  
engineers • scientists • planners

Alfred Benesch & Company  
35 W. Wacker Drive, Suite 3300  
Chicago, Illinois 60601  
312-565-0450  
Design Firm License # 184.000882

PLAT OF HIGHWAYS  
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
IL ROUTE 59 AT GRAND AVENUE

LIMITS: COUNTY: LAKE  
SECTION: 10-00279-01-CH JOB NO.: R-91-013-20  
STATION 191+32.65 TO STATION 199+00.00  
SCALE: 1" = 50' SHEET 4 OF 8

BUREAU OF LAND ACQUISITION  
201 WEST CENTER COURT  
SCHAUMBURG, ILLINOIS 60196

REVISION DATE: 1-10-20  
REVISION DATE: 11-17-20  
REVISION: COMMENTS ADDRESSED  
REVISION: JOB SECTION NUMBER CHANGE

MADE BY: DGM  
MADE BY: DGM



# EXHIBIT C - VILLAGE ROW PLAT

SECTION  
CORNER

QUARTER  
SECTION  
CORNER

# N

GRAPHIC SCALE  
FEET  
0 50'  
SCALE: 1" = 50'

○	IRON PIPE OR ROD FOUND	⊕	"MAG" NAIL SET
+	CUT CROSS FOUND OR SET	●	5 / 8" REBAR SET

T1	THESE STAKES REFERENCE FOUND OR SET MONUMENTATION.
T2	IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY
T3	COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
• BT1	THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION
BT2	BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND
BT3	IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
■	STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
■ 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, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
□	RIGHT OF WAY STAKING PROPOSED TO BE SET



STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON IN SECTION 11, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT 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 DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT NAPERVILLE, ILLINOIS THIS 14TH DAY OF FEBRUARY 20 20 A.D.

*Tongue L. Missey*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685  
LICENSE EXPIRATION DATE: NOVEMBER 30, 2020  
FIELD WORK COMPLETED: JULY 11, 2017  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



**benesch**  
engineers · scientists · planners

Alfred Benesch & Company  
35 W. Wacker Drive, Suite 3300  
Chicago, Illinois 60601  
312-565-0450  
Design Firm License # 184.000882

## PLAT OF HIGHWAYS

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
IL ROUTE 59 AT GRAND AVENUE

LIMITS: COUNTY: LAKE  
SECTION: 10-00279-01-CH JOB NO.: R-91-013-20  
STATION 199+00 TO STATION 204+50  
SCALE: 1" = 50' SHEET 5 OF 8

BUREAU OF LAND ACQUISITION  
201 WEST CENTER COURT  
SCHAUMBURG, ILLINOIS 60196

REVISION DATE: 1-10-20  
REVISION DATE: 11-17-20

REVISION: COMMENTS ADDRESSED  
REVISION: JOB SECTION NUMBER CHANGE

MADE BY: DGM  
MADE BY: DGM

PROJECT COORDINATES				
ILLINOIS	STATE PLANE,	EAST ZONE,	NAD	83(2011)
Point #	Northing	Easting	Station	Offset
43	2084566.88	1031695.94	201+68.94	40.67
85	2084788.02	1031761.78	203+99.61	40.38
111	2085182.62	1031795.83	207+87.50	-39.70
127	2084441.76	1031658.69	200+38.39	40.92
128	2084443.46	1032012.15	201+41.52	379.00
133	2084790.66	1032283.51	410+48.80	228.48
134	2084444.77	1032285.70	202+21.34	640.65
137	2084614.77	1032284.28	412+40.31	238.73
139	2084715.29	1032283.98	411+28.35	234.56
140	2084713.89	1032040.95	204+08.31	329.09
141	2084568.39	1032011.25	202+60.94	342.26
258	2084791.68	1032484.92	410+65.18	27.99
08001	2084450.01	1031671.58	200+50.00	50.90
08002	2084441.95	1031698.48	200+50.00	78.98
08003	2084441.81	1031669.14	200+41.44	50.91
08004	2084567.03	1031727.29	201+78.08	70.65
08005	2084540.21	1031719.30	201+50.10	70.71
08006	2084545.93	1031700.14	201+50.08	50.71
08007	2084788.08	1031772.23	204+02.65	50.38
08031	2084566.93	1031706.39	201+71.99	50.66
11001	2084096.87	1031566.45	196+81.54	51.61
11002	2084099.72	1031556.86	196+81.52	41.61
11003	2084434.22	1031724.26	200+50.00	105.90
11004	2084290.45	1031681.46	199+00.00	106.19
11005	2084306.25	1031628.78	199+00.00	51.19
12001	2084617.81	1031721.54	202+25.08	50.56
12002	2084612.09	1031740.70	202+25.10	70.56
14004	2084236.21	1031514.19	198+00.00	-38.47
14005	2084238.08	1031507.93	198+00.00	-45.00
14006	2084487.82	1031582.80	200+60.72	-45.00
14007	2084552.44	1031592.78	201+25.49	-54.00
14008	2084665.00	1031626.52	202+42.99	-54.00
14009	2084714.30	1031645.49	202+95.66	-50.00
14012	2084754.27	1031668.36	203+40.61	-39.51
14013	2084662.73	1031633.15	202+42.72	-47.00
14014	2084550.90	1031599.62	201+25.97	-47.00
14015	2084493.55	1031590.77	200+68.48	-39.01

LINE TABLE 1NM0008

LINE	BEARING	DISTANCE
142-127	N16°34' 44"E	497.04'
127-43	N16°34' 44"E	130.55'
43-08031	N89°43' 28"E	10.45'
08031-08003	S16°34' 44"W	130.55'
08003-127	S89°43' 28"W	10.45'

LINE TABLE 1NM0012

LINE	BEARING	DISTANCE
142-43	N16°34' 44" E	627.59'
43-85	N16°34' 44" E	230.74'
85-08007	N89°42' 37" E	10.45'
08007-08031	S16°34' 44" W	230.74'
08031-43	S89°43' 28" W	10.45'

LINE TABLE 1NM0008TE-A

LINE	BEARING	DISTANCE
142-127	N16°34'44"E	497.04'
127-08003	N89°43'28"E	10.45'
08003-08001	N16°34'44"E	8.56'
08001-08002	S73°18'39"E	28.08'
08002-08003	S89°43'28"W	29.34'

LINE TABLE 1NM0012TE

LINE	BEARING	DISTANCE
142-43	N16°34'44''E	627.59'
43-08031	N89°43'28''E	10.45'
08031-12001	N16°34'44''E	53.09'
12001-12002	S73°22'49''E	20.00'
12002-08004	S16°34'44''W	47.02'
08004-08031	S89°43'28''W	20.89'

LINE TABLE 1NM0008TE-B

LINE	BEARING	DISTANCE
142-43	N16°34'44"E	627.59'
43-08031	N89°43'28"E	10.45'
08031-08004	N89°43'28"W	20.89'
08004-08005	S16°34'44"W	27.98'
08005-08006	N73°22'49"W	20.00'
08006-08031	N16°34'44"E	21.91'

LINE TABLE 1NM0013-1

LINE	BEARING	DISTANCE
111-14012	S16°34'21''W	446.92'
14012-14015	S16°34'21''W	272.06'
14015-14014	N8°46'41''E	58.03'
14014-14013	N16°41'21''E	116.75'
14013-14012	N21°02'10''E	98.08'

LINE TABLE 1NM0011TE-B

LINE	BEARING	DISTANCE
142-127	N16°34'44"E	497.04'
127-08003	N89°43'28"E	10.45'
08003-08002	N89°43'28"E	29.34'
08002-11003	S73°18'39"E	26.92'
11003-11004	S16°34'44"W	150.00'
11004-11005	N73°18'39"W	55.00'
11005-08003	N16°34'44"E	141.44'

LINE TABLE 1NMO013TE-B

LINE	BEARING	DISTANCE
14012-14013	S21°02'10"W	98.08'
14013-14014	S16°41'21"W	116.75'
14014-14015	S8°46'41"W	58.03'
14015-14004	S16°34'21"W	268.49'
14004-14005	N73°18'39"W	6.53'
14005-14006	N16°41'21"E	260.72'
14006-14007	N8°46'41"E	65.39'
14007-14008	N16°41'21"E	117.50'
14008-14009	N21°02'10"E	52.83'
14010-14011	S73°24'11"E	10.37'

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT	AREA	EASEMENT PURPOSE	PARCEL INDEX NUMBER
					ACRES	SQUARE FEET		
INM0008 TE-A INM0008TE-B	0.959	0.030	0.000	0.929	TE-A = 0.003 TE-B = 0.011	120	CONSTRUCTION	05-11-300-039
INM0011 TE-A INM0011TE-B	18.881	0.082	0.000	18.799	TE-A = 0.021 TE-B = 0.187		CONSTRUCTION	05-11-300-013 05-11-300-013-8001
INM0012 INM0012TE	3.601	0.053	0.000	3.548	0.023		CONSTRUCTION	05-11-300-045
INM0013-A INM0013-B INM0013-C INM0013TE-A INM0013TE-B	15.074	A = 0.194 B = 0.035 C = 0.106	0.000	14.739	TE-A = 0.035 TE-B = 0.134		CONSTRUCTION	05-11-300-002 05-11-300-035 05-11-300-037

NOTES:

1. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
2. BEARINGS AND DISTANCES SHOWN HEREON ARE FOR THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT). "GRID".
3. ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION OF 1.009994.
4. AREAS SHOWN ON THIS PLAT ARE "GROUND".
5. EXISTING 22" INGRESS AND EGRESS EASEMENT AS PER DOC. NO. 2037245.
6. EXISTING 4' SIDEWALK SEWER EASEMENT AS PER DOC. NO. 2073551.
7. EXISTING 4' SIDEWALK PUBLIC WALKWAY EASEMENT AS PER DOC. NO. 2114553.
8. EXISTING 5' SANITARY SEWER EASEMENT AS PER DOC. NO. 2149681.

LEGEND  
TEMPORARY EASEMENT

## PROPOSED RIGHT-OF-WAY

## TOPO LEGEND

	POWER POLE
	LIGHT POLE
	HANDHOLE
	TRAFFIC SIGNAL
	FIRE HYDRANT
	UTILITY VALVE
	SIGN
	MANHOLE
	CATCH BASIN
	INLET

SEE SHEET 4

SEE SHEET 8 FOR TOTAL HOLDING



## EXHIBIT D - LEGAL DESCRIPTIONS

Route: Illinois Route 59 at Grand Avenue  
Section: 10-00279-01-CH  
County: Lake  
Job Number: R-91-013-20  
Parcel Number: 1NM0011  
Station: 196+81.52 to 200+41.44  
Parcel Index Number: 05-11-300-013,  
05-11-300-013-8001

### **PARCEL 1NM0011**

That part of the Southwest Quarter of Fractional Section 11, Township 45 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999474, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 57 minutes 19 seconds East along the south line of said Southwest Quarter, 152.34 feet to the easterly right of way line of Illinois Route 59 as per Document Number 337681, recorded June 3, 1929; thence northerly 399.28 feet along said right of way and along a curve to the left, having a radius of 1677.50 feet, the chord of said curve bears North 23 degrees 25 minutes 55 seconds East, 398.34 feet; thence continuing along said right of way North 16 degrees 34 minutes 44 seconds East, 140.17 feet to the Point of Beginning; thence continuing along said right of way line North 16 degrees 34 minutes 44 seconds East, 356.87 feet; thence North 89 degrees 43 minutes 28 seconds East, 10.45 feet to a line which is parallel with and 10.00 feet easterly from said right of way line; thence South 16 degrees 34 minutes 44 seconds West along said parallel line, 359.90 feet; thence North 73 degrees 25 minutes 16 seconds West, 10.00 feet to the Point of Beginning.

Said parcel contains 0.082 acres, more or less.

# EXHIBIT D - LEGAL DESCRIPTIONS

Route: Illinois Route 59 at Grand Avenue  
Section: 10-00279-01-CH  
County: Lake  
Job Number: R-91-013-20  
Parcel Number: 1NM0011TE-A  
Station: 193+42.81 to 194+90.93  
Parcel Index Number: 05-11-300-013,  
05-11-300-013-8001

## **PARCEL 1NM0011TE-A**

That part of the Southwest Quarter of Fractional Section 11, Township 45 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999474, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 57 minutes 19 seconds East along the south line of said Southwest Quarter, 152.34 feet to the easterly right of way line of Illinois Route 59 as per Document Number 337681, recorded June 3, 1929; thence northerly 195.91 feet along said right of way and along a curve to the left, having a radius of 1677.50 feet, the chord of said curve bears North 26 degrees 54 minutes 19 seconds East, 195.80 feet to the Point of Beginning; thence continuing along said right of way northeasterly 151.91 feet along a curve to the left, having a radius of 1677.50 feet, the chord of said curve bears North 20 degrees 57 minutes 55 seconds East, 151.86 feet; thence South 14 degrees 54 minutes 16 seconds West, 108.19 feet; thence South 22 degrees 47 minutes 48 seconds West, 44.57 feet; thence North 67 degrees 29 minutes 48 seconds West, 10.00 feet to the Point of Beginning.

Said parcel contains 0.021 acres, more or less.

# EXHIBIT D - LEGAL DESCRIPTIONS

Route: Illinois Route 59 at Grand Avenue  
Section: 10-00279-01-CH  
County: Lake  
Job Number: R-91-013-20  
Parcel Number: 1NM0011TE-B  
Station: 199+00.00 to 200+50.00  
Parcel Index Number: 05-11-300-013,  
05-11-300-013-8001

## **PARCEL 1NM0011TE-B**

That part of the Southwest Quarter of Fractional Section 11, Township 45 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999474, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 57 minutes 19 seconds East along the south line of said Southwest Quarter, 152.34 feet to the easterly right of way line of Illinois Route 59 as per Document Number 337681, recorded June 3, 1929; thence northerly 399.28 feet along said right of way and along a curve to the left, having a radius of 1677.50 feet, the chord of said curve bears North 23 degrees 25 minutes 55 seconds East, 398.34 feet; thence continuing along said right of way, North 16 degrees 34 minutes 44 seconds East, 497.04 feet; thence North 89 degrees 43 minutes 28 seconds East, 10.45 feet to the Point of Beginning; thence North 89 degrees 43 minutes 28 seconds East, 29.34 feet; thence South 73 degrees 18 minutes 39 seconds East, 26.92 feet to a line which is parallel with and 65.00 feet easterly of said easterly right of way line of Illinois Route 59; thence South 16 degrees 34 minutes 44 seconds West along said parallel line, 150.00 feet; thence North 73 degrees 18 minutes 39 seconds West, 55.00 feet to a line which is parallel with and 10.00 feet easterly of said easterly right of way line of Illinois Route 59; thence North 16 degrees 34 minutes 44 seconds East along said parallel line, 141.44 feet to the Point of Beginning.

Said parcel contains 0.187 acres, more or less.