

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF WADSWORTH
FOR ROADWAY IMPROVEMENTS,
THE CONSTRUCTION OF MUNICIPAL SIDEWALK
AND THE TRANSFER OF REAL PROPERTY
ALONG WADSWORTH ROAD (COUNTY HIGHWAY 17)**

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 WADSWORTH, an Illinois municipal corporation, acting by and through its Village President 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 motoring public, is desirous to make certain roadway improvements (hereinafter, collectively, the IMPROVEMENT), including (1) the widening of Wadsworth Road (County Highway 17), from the Des Plaines River eastward to the entrance of St. Patrick's Church (#15000 Wadsworth Road), measuring approximately 1,800 feet, allowing for left-turn movements through the downtown Wadsworth business district; (2) the addition of three (3) on-street parking spaces along the north side of Wadsworth Road; (3) the resurfacing of Wadsworth Road, from the entrance of St. Patrick's Church eastward to a point approximately 1,250 feet west of Delany Road (County Highway 22), including the installation of bicyclist-friendly paved shoulders; (4) the installation of approximately 2,860 feet of municipal sidewalk along the south side of Wadsworth Road, with a pedestrian crossing gate at the Canadian Pacific Railway and the installation of approximately 882 feet of municipal sidewalk along the north side of Wadsworth Road (hereinafter SIDEWALK) and (5) the installation of approximately 580 feet of municipal single-duct electrical conduit (hereinafter CONDUIT) within the limits of the IMPROVEMENT. The IMPROVEMENT is also referred to as County Section 01-00033-10-ES and is generally depicted in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY shall 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 (hereinafter PLANS); and,

WHEREAS, the VILLAGE is desirous for the COUNTY to construct the SIDEWALK and CONDUIT, with reimbursement by the VILLAGE as hereafter stipulated; and,

WHEREAS, the estimated total cost to the VILLAGE for its obligation under THIS AGREEMENT is as indicated in EXHIBIT C to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY, in order to facilitate the safe and efficient flow of vehicular traffic, is also desirous to make certain roadway improvements involving the reconstruction and widening of Delany Road (County Highway 22), from York House Road (County Highway 65) to Wadsworth Road, also known as County Section No. 00-00093-18-WR (hereinafter DELANY ROAD IMPROVEMENT); and,

WHEREAS, it has been determined by engineering studies that, in order to construct and maintain the DELANY ROAD IMPROVEMENT, the COUNTY must obtain ownership of a portion of a VILLAGE-owned parcel of real property (Parcel 0049) situated along Wadsworth Road having an acreage of 0.485 acres (hereinafter the TRANSFER AREA); and,

WHEREAS, it has been determined by engineering studies that, in order to construct and maintain the DELANY ROAD IMPROVEMENT, the COUNTY must acquire one (1) temporary easement along Wadsworth Road, having an acreage of 0.006 acres (hereinafter TEMPORARY EASEMENT) over land presently owned by the VILLAGE, designated by the COUNTY as Parcel Number 0049TE; and,

WHEREAS, a scale drawing showing both the TRANSFER AREA and the TEMPORARY EASEMENT is included in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; EXHIBIT B also contains the legal descriptions for both the TRANSFER AREA and the TEMPORARY EASEMENT; and,

WHEREAS, upon the granting of the TRANSFER AREA to the COUNTY, the COUNTY shall have the right to use said TRANSFER AREA for roadway purposes, including constructing, maintaining, restoring and replacing the DELANY ROAD IMPROVEMENT and all utility equipment and facilities depicted on the PLANS (watermain, storm sewer, sanitary sewer, gas, electric, telephone, cable, etc.) constructed or installed in connection with the construction of the DELANY ROAD IMPROVEMENT. The COUNTY shall thereafter

administer the TRANSFER AREA as highway right-of-way, pursuant to its adopted ordinances; and,

WHEREAS, the VILLAGE has indicated its willingness to enter into an agreement with the COUNTY regarding the TRANSFER AREA and the TEMPORARY EASEMENT; 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 605 ILCS 5/5-801, the COUNTY has the authority to acquire the fee simple title, or such lesser interest as may be desired, to any lands, rights or other property for the construction, maintenance or operation of any County Highway; and,

WHEREAS, the VILLAGE, in order to implement the Local Government Property Transfer process, pursuant to 50 ILCS 605/0.01 *et seq.*, shall by way of a VILLAGE Resolution transfer legal ownership of the TRANSFER AREA to the COUNTY in return for a credit to the VILLAGE to be applied against its financial obligations to the COUNTY under THIS AGREEMENT; and,

WHEREAS, the COUNTY, by way of an Ordinance, shall request the transfer of legal ownership of the TRANSFER AREA in order to implement the Local Government Property Transfer process, pursuant to the Act; and,

WHEREAS, the construction of the IMPROVEMENT and the DELANY ROAD IMPROVEMENT and the acquisition of said TRANSFER AREA and TEMPORARY EASEMENT will be of benefit to the motoring public of Lake County;

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 agree as follows:

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.
TRANSFER AREA and TEMPORARY EASEMENT**

1. It is mutually agreed by and between the parties hereto that, in order to construct the DELANY ROAD IMPROVEMENT, the COUNTY must obtain ownership of the TRANSFER AREA.

It is further mutually agreed by and between the parties hereto that, in order to construct and maintain the DELANY ROAD IMPROVEMENT, the COUNTY must acquire the TEMPORARY EASEMENT.

2. It is mutually agreed by and between the parties hereto that 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.
3. It is mutually agreed by and between the parties hereto that, pursuant to 605 ILCS 5/5-801, the COUNTY has the authority to acquire the fee simple title, or such lesser interest as may be desired, to any lands, rights or other property for the construction, maintenance or operation of any County Highway.
4. The VILLAGE, in order to implement the Local Government Property Transfer process, pursuant to 50 ILCS 605/0.01 *et seq.*, agrees to transfer legal ownership of the TRANSFER AREA to the COUNTY by way of a VILLAGE Resolution in return for a credit to the VILLAGE to be applied against its financial obligations to the COUNTY under THIS AGREEMENT.
5. The COUNTY agrees to request the transfer of legal ownership of the TRANSFER AREA by way of an Ordinance in order to implement the Local Government Property Transfer process, pursuant to the Act.

SECTION III.
Construction of the IMPROVEMENT

1. The COUNTY agrees to prepare, or cause to be prepared, the PLANS, which shall be made available for review by the VILLAGE.
2. The COUNTY agrees to let and award the construction contract for the construction of the IMPROVEMENT in accordance with State and local law and ordinances.
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 hereafter stipulated. All contracts shall be performed in compliance with the Illinois Prevailing Wage Act, the Public Construction Bond Act and the Substance Abuse Prevention on Public Works Projects Act.
4. The VILLAGE agrees that, by executing THIS AGREEMENT, the VILLAGE concurs in the award of the construction contract for the IMPROVEMENT by the COUNTY in accordance with the standard policies and procedures as adopted and used by the COUNTY.
5. It is mutually agreed by and between the parties hereto that, as of this writing, the scheduled letting date for the IMPROVEMENT is in January of 2012. Said letting date may be advanced to a 2011 date should funding become available, assuming that the PLANS have been completed.
6. It is mutually agreed by and between the parties hereto that the COUNTY shall install, as part of the IMPROVEMENT, the SIDEWALK, with reimbursement by the VILLAGE as indicated in EXHIBIT C to THIS AGREEMENT.

It is further mutually agreed by and between the parties hereto that the VILLAGE shall maintain the SIDEWALK, with no reimbursements from the COUNTY.

It is further mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE shall perform its maintenance on the SIDEWALK during non-peak traffic times, namely on weekdays, between 9:00 a.m. and 3:00 p.m.

It is further 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 August 1, 2011 for the SIDEWALK, the approval of which shall not be unnecessarily withheld by the COUNTY.

7. It is mutually agreed by and between the parties hereto that the VILLAGE is desirous for the COUNTY to construct the CONDUIT for the VILLAGE within the limits of the IMPROVEMENT, with reimbursement by the VILLAGE as hereafter stipulated.

It is further mutually agreed by and between the parties hereto that the VILLAGE shall supply the COUNTY with a complete listing of the desired type, size and exact location (including depths) for the placement of the CONDUIT within the COUNTY's Wadsworth Road right-of-way. Said listing shall be supplied to the COUNTY on or before August 1, 2011; if said listing is not supplied to the COUNTY on or before August 1, 2011, the installation of the CONDUIT will not be included in the PLANS.

It is further mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed County form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by August 1, 2011 for the CONDUIT, the approval of which shall not be unnecessarily withheld by the COUNTY. If said MUNICIPAL ACCEPTANCE FORM is not submitted and approved, the COUNTY is under no obligation to install the CONDUIT.

8. The COUNTY agrees to prepare, or cause to be prepared, all necessary surveys, plats, legal descriptions and easement documents and to record said plats, deeds and/or easement documents for the purchase of the TEMPORARY EASEMENT and the TRANSFER AREA (hereinafter RIGHT-OF-WAY DOCUMENTS). The COUNTY is responsible for one-hundred percent (100%) of all costs relating to the preparation of the RIGHT-OF-WAY DOCUMENTS, with no reimbursement by the VILLAGE.
9. Provided the parties have complied with the conditions precedent required by the Local Government Property Transfer Act, the VILLAGE agrees to execute and return the RIGHT-OF-WAY DOCUMENTS to the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) within ten (10) working days of the receipt of said documents.
10. It is mutually agreed by and between the parties hereto that an independent property appraiser, licensed in the State of Illinois (hereinafter APPRAISER), has prepared a written appraisal reflecting the current market value of the TRANSFER AREA, which

was determined to be \$13,200.00. The County shall apply a credit in the amount of \$13,200.00 against the VILLAGE's financial obligations incurred under THIS AGREEMENT.

It is further mutually agreed by and between the parties hereto that said APPRAISER has also prepared an appraisal reflecting the current market value of the TEMPORARY EASEMENT, which was determined to be \$500.00. The County shall apply an additional credit in the amount of \$500.00 against the VILLAGE's financial obligations incurred under THIS AGREEMENT.

The Total Reimbursable Costs to the COUNTY net of said credits are as presented in EXHIBIT C to THIS AGREEMENT.

SECTION IV.

The VILLAGE's Reimbursement to the COUNTY

1. The VILLAGE agrees to reimburse the COUNTY for design engineering and construction engineering supervision costs for the SIDEWALK and the CONDUIT in an amount totaling seventeen percent (17%) of the construction costs attributable to the VILLAGE.
2. The VILLAGE agrees that, following the award of the construction contract and within thirty (30) days of the receipt of an invoice from the COUNTY, the VILLAGE will pay to the COUNTY, in a lump sum amount based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its obligation for the IMPROVEMENT. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to **\$43,449.20**.

The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the IMPROVEMENT upon the 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 final costs and final contract quantities at contract unit prices for actual work performed. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to **\$2,286.80**.

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 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 August 1, 2011, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to August 1, 2011. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to August 1, 2011, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their 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 may otherwise be 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.

VILLAGE OF WADSWORTH

ATTEST:

Evelyn Hoelzer

Title: Clerk

By: *Glenn Rybock*
Village President

Date: July 5, 2011

RECOMMENDED FOR EXECUTION

By: _____
Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

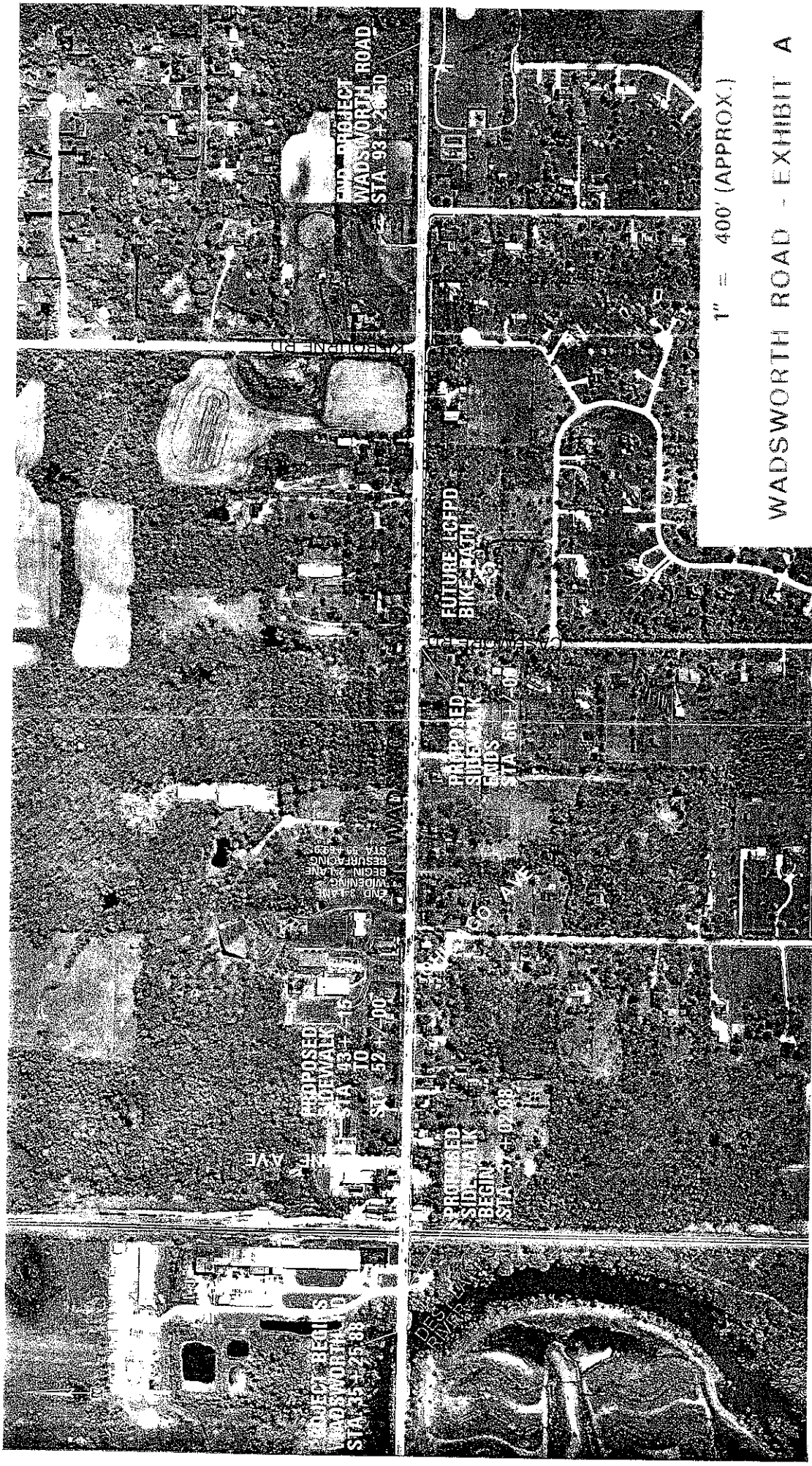
Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A

General Depiction of the IMPROVEMENT
County Section 01-00033-10-ES (Downtown Wadsworth Project)

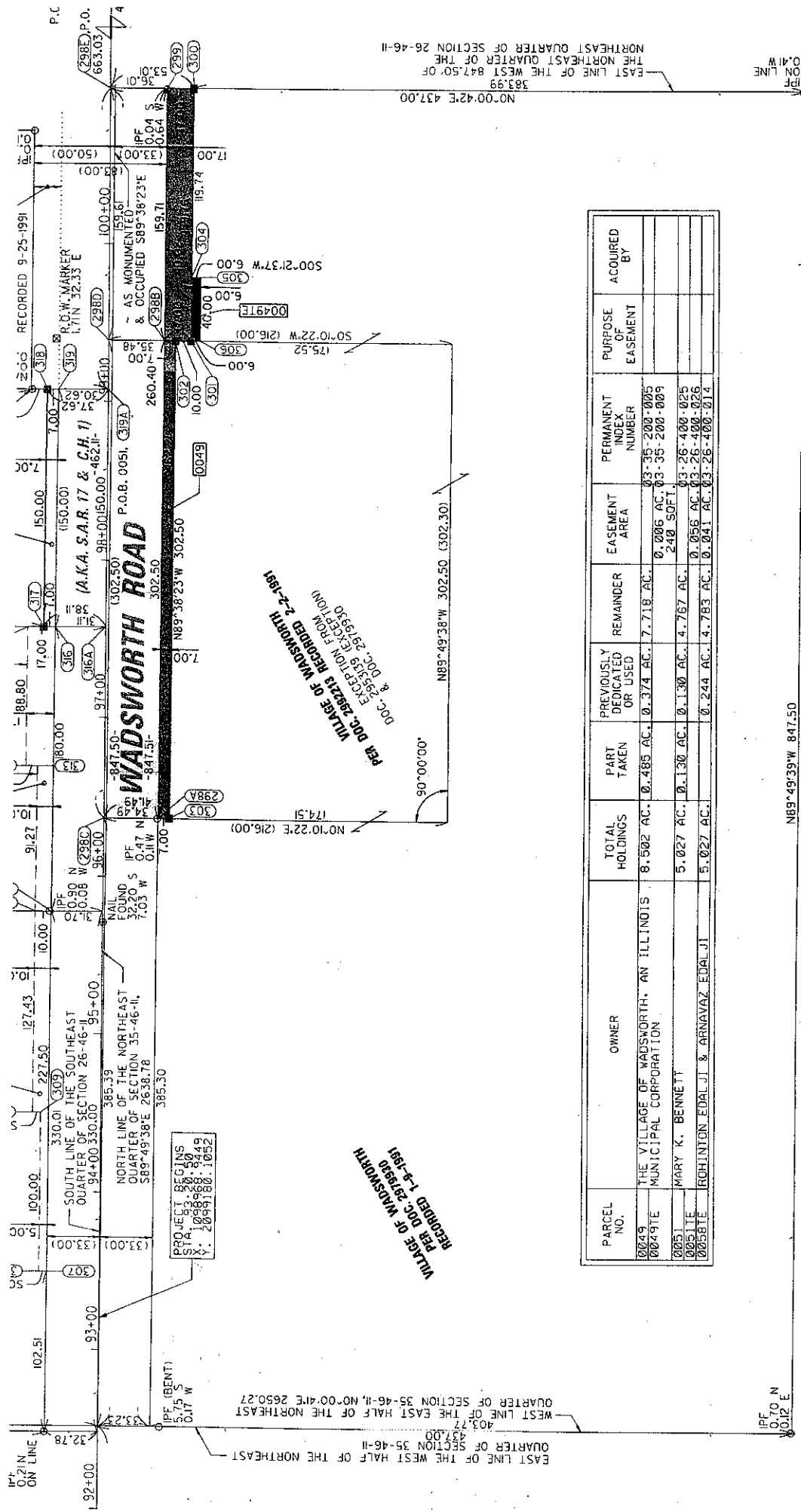


1" = 400' (APPROX.)

WADSWORTH ROAD - EXHIBIT A

EXHIBIT B

**Scale Drawing of the TRANSFER AREA
and the TEMPORARY EASEMENT**
County Section No. 00-00093-15-WR (Delany Road Project)



PARCEL NO.	OWNER	TOTAL HOLDINGS	PART TAKEN	PREVIOUSLY DEDICATED OR USED	REMAINDER	EASEMENT AREA	PERMANENT INDEX NUMBER	PURPOSE OF EASEMENT	ACQUIRED BY
0049	THE VILLAGE OF WADSWORTH, AN ILLINOIS MUNICIPAL CORPORATION	8.502 AC.	0.485 AC.	0.374 AC.	7.718 AC.	0.206 AC.	03-35-200-005		
0051	MARY K. BENNETT	5.027 AC.	0.130 AC.	0.130 AC.	4.767 AC.	240 SQFT.	03-26-400-025		
0058TE	ROHINTON EDALJI & ARNAVAZ EDALJI	5.027 AC.		0.244 AC.	4.783 AC.	0.056 AC.	03-26-400-026		
				0.244 AC.	4.783 AC.	0.041 AC.	03-26-400-014		

EAST LINE OF THE WEST QUARTER OF SECTION 35-46-11, N0°00'42"E 437.00'

ON LINE

N89°49'39"W 847.50'

EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35-46-11, N0°00'41"E 2650.27'

VILLAGE OF WADSWORTH
 REC'D DOC 297390
 RECORDED 1-8-1991

PROJECT BEGINS
 STA. 1098+68.849
 X: 2049180.1052

VILLAGE OF WADSWORTH
 REC'D DOC 288273
 RECORDED 2-2-1991

P.C. (298E) P.O. 663.03'

WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 35-46-11, N0°00'41"E 2650.27'

EXHIBIT B

(continued)

Legal Description of the TRANSFER AREA

County Section 01-00033-10-ES

Section: 00-00093-15-WR
Route: DELANY ROAD (COUNTY
HIGHWAY 22)
County: LAKE
Parcel: 0049
Owner: THE VILLAGE OF
WADSWORTH, AN ILLINOIS
MUNICIPAL CORPORATION
Station: 96+36.87 TO 100+99.16
Index No.: 03-35-200-005 & 03-35-200-
009

THAT PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 89 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 471.89 FEET TO A POINT ON THE EAST LINE OF THE WEST 847.50 FEET OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS WEST, 53.01 FEET ALONG SAID EAST LINE TO A POINT 50.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF WADSWORTH ROAD (A.K.A. COUNTY HIGHWAY 17) AS OCCUPIED AND MONUMENTED; THENCE NORTH 89 DEGREES 38 MINUTES 23 SECONDS WEST, 159.76 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE EAST LINE OF THE LAND DESCRIBED IN DOCUMENT NO. 29922132, RECORDED FEBRUARY 2, 1991; THENCE NORTH 00 DEGREES 10 MINUTES 22 SECONDS EAST, 10.00 FEET ALONG SAID EAST LINE TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH SAID CENTERLINE OF WADSWORTH ROAD; THENCE NORTH 89 DEGREES 38 MINUTES 23 SECONDS WEST, 302.50 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE WEST LINE OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 2992213; THENCE NORTH 00 DEGREES 10 MINUTES 22 SECONDS EAST, 41.49 FEET ALONG SAID WEST LINE TO SAID NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 49 MINUTES 38 SECONDS EAST, 462.11 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.485 ACRES, MORE OR LESS, OF WHICH 0.374 ACRES, MORE OR LESS HAVE BEEN PREVIOUSLY USED OR DEDICATED.

EXHIBIT B

(continued)

Legal Description of the TEMPORARY EASEMENT

County Section 01-00033-10-ES

Section: 00-00093-15-WR
Route: DELANY ROAD (COUNTY
HIGHWAY 22)
County: LAKE
Parcel: 0049TE
Owner: THE VILLAGE OF
WADSWORTH, AN ILLINOIS
MUNICIPAL CORPORATION
Station: 99+39.40 TO 99+79.42
Index No.: 03-35-200-005 & 03-35-200-
009

THAT PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 89 DEGREES 49 MINUTES 38 SECONDS WEST, A DISTANCE OF 471.89 FEET TO A POINT ON THE EAST LINE OF THE WEST 847.50 FEET OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS WEST, 53.01 FEET ALONG SAID EAST LINE TO A POINT 50.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF WADSWORTH ROAD (A.K.A. COUNTY HIGHWAY 17) AS OCCUPIED AND MONUMENTED; THENCE NORTH 89 DEGREES 38 MINUTES 23 SECONDS WEST, 119.74 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST, 6.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 23 SECONDS WEST, 40.00 FEET TO A POINT ON THE EAST LINE OF THE LAND DESCRIBED IN DOCUMENT NO. 2992213, RECORDED FEBRUARY 2, 1991; THENCE NORTH 00 DEGREES 10 MINUTES 22 SECONDS EAST, 6.00 FEET ALONG SAID EAST LINE TO A POINT ON SAID PARALLEL LINE; THENCE SOUTH 89 DEGREES 38 MINUTES 23 SECONDS EAST, 40.02 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINING 0.006 ACRES, MORE OR LESS.

EXHIBIT C

Estimated Division of Costs for the IMPROVEMENT
 County Section 01-00033-10-ES (Downtown Wadsworth Project)

Pay Item	Estimated Cost	Portion Attributable to the COUNTY		Portion Attributable to the VILLAGE	
		Percentage	Cost	Percentage	Cost
Cost Breakout #1: SIDEWALK (approx. 3,742 feet) plus pedestrian crossing at railroad	\$225,000	80%	\$180,000	20%	\$45,000
Cost Breakout #2: CONDUIT (approx. 580 feet)	\$5,800	0%	\$0	100%	\$5,800
Subtotal					\$50,800
Design Engineering (7%) and Construction Supervision (10%) (total of 17% of Construction costs)					\$8,636
CREDIT for TRANSFER AREA (0.485 acres)					(\$13,200)
CREDIT for TEMPORARY EASEMENT (0.006 acres)					(\$500)
Total Reimbursable Costs					\$45,736