## AGREEMENT BETWEEN THE COUNTY OF LAKE

AND THE LAKE COUNTY FOREST PRESERVE DISTRICT
FOR THE DEDICATION OF RIGHT-OF-WAY AND GRANTING OF PERMANENT
AND TEMPORARY EASEMENTS, ALONG RIVER ROAD (COUNTY HIGHWAY 4)
AND ROBERTS ROAD (COUNTY HIGHWAY 35) FOR A HIGHWAY
IMPROVEMENT PROJECT, INCLUDING THE CONSTRUCTION OF
COMPENSATORY STORAGE, WATER QUALITY BASINS, MULTI-USE PATH
IMPROVEMENTS AND LANDSCAPING

	THIS AGREEMENT entered into this	day of	, A.D.
20	, by and between the COUNTY OF	LAKE, Illinois, an Illinois b	ody politic and corporate,
actin	g by and through its Chair and County Bo	oard, hereinafter referred to	as the COUNTY, and the
LAK	E COUNTY FOREST PRESERVE DIST	TRICT, an Illinois body polit	tic and corporate, acting by
and t	hrough its President and Board of Comm	issioners, hereinafter referre	ed to as the DISTRICT (the
COL	NTY and the DISTRICT are hereina	after referred to collective	ly as "parties" to THIS
AGF	EEMENT, 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 of making certain permanent roadway improvements to the intersection of RIVER ROAD (County Highway 4) and ROBERTS ROAD (County Highway 35) (hereinafter the IMPROVEMENT); and

**WHEREAS,** said IMPROVEMENT shall include, but not be limited to, the construction of a modern roundabout, lighting and non-motorized travel accommodations and shall be known as **County Section 07-00086-08-CH**. As of this writing, the scheduled letting date for the IMPROVEMENT is January 17, 2014; and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Bollinger Lach and Associates, Inc.

(hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated August 23, 2013 (Pre-Final version); 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 Roberts Road which is presently owned by the DISTRICT [to become Lake County Highway right-of-way (hereinafter RIGHT-OF-WAY)], two (2) permanent easements (hereinafter PERMANENT EASEMENTS) within property owned by the DISTRICT (hereinafter PERMANENT EASEMENT PROPERTY) and three (3) temporary easements (hereinafter TEMPORARY EASEMENTS) within property owned by the DISTRICT (hereinafter TEMPORARY EASEMENT PROPERTY); and,

WHEREAS, the Plat of Highways showing the RIGHT-OF-WAY (as Parcel 0005), PERMANENT EASEMENT PROPERTY (as Parcel 0005B PE and Parcel 0005C PE), and TEMPORARY EASEMENT PROPERTY (as Parcel 0003 TE, Parcel 0005A TE, and Parcel 0005D TE) (hereinafter PLAT) is attached as EXHIBIT A to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and,

WHEREAS, the legal descriptions for the RIGHT-OF-WAY, PERMANENT EASEMENT PROPERTY, and TEMPORARY EASEMENT PROPERTY are attached as EXHIBIT B 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 will require off-site compensatory storage on DISTRICT-owned property (hereinafter COMPENSATORY STORAGE). Said COMPENSATORY STORAGE area is within the PERMANT EASEMENT PROPERTY (as Parcel 0005C PE) and is subject to a Stormwater/Drainage Restrictive Covenant by Plat as indicated on page 3 of EXHIBIT A to THIS AGREEMENT; and,

WHEREAS, necessary for the construction of the IMPROVEMENT is the construction of water quality basins (hereinafter BASINS), within real property presently owned by the DISTRICT, located immediately south of Roberts Road and west of River Road. Said BASINS are located within the PERMANENT EASEMENT PROPERTY (on Parcel 0005B PE); and,

WHEREAS, the PERMANENT and TEMPORARY EASEMENTS are required to allow the COUNTY to perform grading necessary for the IMPROVEMENT and the COMPENSATORY

STORAGE and to construct the BASINS from within the natural vegetated area on DISTRICT-owned property (hereinafter NATURAL AREA); and,

**WHEREAS,** the PERMANENT EASEMENT PROPERTY and the TEMPORARY EASEMENT PROPERTY south of Roberts Road and west of River Road are as generally depicted on the attached EXHIBIT C to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and,

WHEREAS, once the RIGHT-OF-WAY is granted to the COUNTY, said RIGHT-OF-WAY shall be added to the Lake County Highway System, and the COUNTY shall have the unrestricted right to use said RIGHT-OF-WAY for roadway purposes, including, but not limited to, the construction and maintenance of the IMPROVEMENT and any future COUNTY roadway improvement projects deemed necessary and appropriate in the sole and exclusive judgment of the COUNTY's County Engineer (hereinafter COUNTY ENGINEER); and,

**WHEREAS,** the COUNTY shall thereafter administer the use of the RIGHT-OF-WAY pursuant to its published ordinances; and,

WHEREAS, the DISTRICT has indicated its willingness to enter into an agreement with the COUNTY regarding the acquisition of the RIGHT-OF-WAY and PERMANENT and TEMPORARY EASEMENTS by the COUNTY, at no cost to the COUNTY, and to sign the necessary land acquisition/conveyance and other documents for the RIGHT-OF-WAY and PERMANENT and TEMPORARY EASEMENTS, at a specified time in the future; and,

**WHEREAS**, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; 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 DISTRICT 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 DISTRICT and the COUNTY and subject to the provisions of such ACT; and,

WHEREAS, the DISTRICT is desirous that the COUNTY construct a multi-use path including segments both north and south of Roberts Road (hereinafter MULTI-USE PATH) within the RIGHT-OF-WAY and within real property presently owned by the DISTRICT. Said MULTI-USE PATH is included in the PLANS for the IMPROVEMENT and is generally depicted as "PROP. MULTI-USE PATH TO BE MAINTAINED BY THE LCFP 580 LF (0.11 mi.)" and "PROP. LCFP MULTI-USE PATH TO BE MAINTAINED BY THE LCFP 577 LF (0.11 mi.)" on the attached EXHIBIT D to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and

**WHEREAS**, the MULTI-USE PATH will be constructed at the sole cost of the COUNTY and owned and maintained by the DISTRICT with no future compensation from the COUNTY; and,

**WHEREAS**, the COUNTY will construct a sidewalk (hereinafter SIDEWALK) as part of the IMPROVEMENT without reimbursement from the DISTRICT; and,

**WHEREAS,** the DISTRICT will maintain the portion of the SIDEWALK along the southwest corner of River Road and Roberts Road (generally depicted on EXHIBIT D as "PROP. SIDEWALK TO BE MAINTAINED BY THE LCFP 125 LF (0.03 mi.)") with no future compensation from the COUNTY; and,

WHEREAS, the location of the IMPROVEMENT and the areas of the RIGHT-OF-WAY, PERMANENT EASEMENT PROPERTY, TEMPORARY EASEMENT PROPERTY, COMPENSATORY STORAGE, BASINS, SIDEWALK and the MULTI-USE PATH are as generally depicted in the attached EXHIBIT D to THIS AGREEMENT; and,

**WHEREAS**, the COUNTY's construction activity within the NATURAL AREA necessitates a maintenance and monitoring plan to ensure the establishment of the native vegetation to be planted by the COUNTY within the NATURAL AREA; and,

**WHEREAS**, the COUNTY's construction activity within the NATURAL AREA shall be governed by comprehensive special provisions detailing the manner in which work is to be performed; and,

WHEREAS, the document containing such provisions, SPECIAL PROVISIONS FOR NATURAL AREAS INSTALLATION, will be developed in concert with the District and will be detailed in the PLANS and approved by the District prior to letting the IMPROVEMENT; and,

WHEREAS, the SPECIAL PROVISIONS FOR NATURAL AREAS INSTALLATION contains requirements for the "THREE YEAR MAINTENANCE AND MONITORING PERIOD" (hereinafter MAINTENANCE PLAN); and,

WHEREAS, the COUNTY shall perform its construction activity and maintenance within the NATURAL AREA in accordance with the PLANS, the SPECIAL PROVISIONS FOR NATURAL AREAS INSTALLATION, and the MAINTENANCE PLAN; and,

**WHEREAS**, the construction of the IMPROVEMENT will necessitate the removal of trees within DISTRICT-owned property; and

WHEREAS, the COUNTY, working in collaboration with the DISTRICT, shall replace said trees of agreed-upon size and species (hereinafter PLANTINGS) in accordance with the landscaping plans developed in concert with the DISTRICT, which are included in the PLANS for the IMPROVEMENT; and,

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

**WHEREAS**, the RIGHT-OF-WAY and PERMANENT and TEMPORARY EASEMENTS, are necessary for the construction of the IMPROVEMENT, and the IMPROVEMENT will be of benefit to the motoring public of Lake County; 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 DISTRICT do hereby enter into the following AGREEMENT:

## 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 of IMPROVEMENT

- 1. The COUNTY agrees to prepare, or cause to be prepared, a final version of the PLANS and contract letting documents for the IMPROVEMENT in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, as approved by the Illinois Department of Transportation (hereinafter IDOT). The DISTRICT shall have the opportunity to review and approve the PLANS with regards to work that affects DISTRICT property prior to the letting of the IMPROVEMENT. Said approval shall not be unreasonably withheld by the DISTRICT.
- 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 IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is January 17, 2014. (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, as approved by IDOT, without reimbursement by the DISTRICT.
- 4. The COUNTY shall require the successful bidder to name the DISTRICT as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed on DISTRICT property, and require the successful bidder to indemnify and hold harmless the DISTRICT, as provided in Section IV.3 of THIS AGREEMENT.
- 5. The COUNTY agrees to pay, or cause to have paid, all of the costs for the necessary surveys, land related documents, design engineering plans, construction and construction engineering supervision for the IMPROVEMENT.
- 6. It is mutually agreed by and between the parties hereto that upon completion of the

IMPROVEMENT, the MULTI-USE PATH as indicated on EXHIBIT D on DISTRICT-owned property and within the County highway RIGHT-OF-WAY of Roberts Road west of River Road will be owned and maintained by the DISTRICT in perpetuity without reimbursement by the COUNTY.

- 7. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the SIDEWALK within the RIGHT-OF-WAY at the southwest corner of River Road and Roberts Road will be maintained by the DISTRICT in perpetuity without reimbursement by the COUNTY.
- 8. It is further mutually agreed by and between the parties hereto that the DISTRICT shall 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 January 1, 2013 for the MULTI-USE PATH and SIDEWALK work within the right-of-way to be maintained by the DISTRICT. The approval of said form shall not be unnecessarily withheld by the COUNTY.
- 9. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT, the COMPENSATORY STORAGE and BASINS will be owned and maintained by the DISTRICT in perpetuity, on its property, without reimbursement by the COUNTY.
- 10. It is mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT and acceptance by the DISTRICT, the PLANTINGS will be owned and maintained by the DISTRICT in perpetuity, on its property without reimbursement by the COUNTY.

#### **SECTION III.**

## RIGHT-OF-WAY dedication and Grant of PERMANENT and TEMPORARY EASEMENTS

- 1. It is mutually agreed by and between the parties hereto that the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., authorizes the DISTRICT's fee simple dedication of RIGHT-OF-WAY to the COUNTY.
- 2. The COUNTY agrees to prepare, at its sole expense, all necessary land acquisition and related conveyance documents for the conveyance of the RIGHT-OF-WAY and for the granting of the PERMANENT and TEMPORARY EASEMENTS.

- 3. The DISTRICT 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 DISTRICT agrees to grant the PERMANENT and TEMPORARY EASEMENTS to the COUNTY, at no cost to the COUNTY, for the purpose of constructing the IMPROVEMENT, pursuant to the PLAT and the necessary land acquisition documents.
- 5. The DISTRICT agrees to grant PERMANENT and TEMPORARY EASEMENTS, at no cost to the COUNTY, for purposes of constructing the IMPROVEMENT, COMPENSATORY STORAGE, BASINS and the MULTI-USE PATH as detailed in the PLANS.
- 6. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, and have been approved by the DISTRICT'S Executive Director (which approval will not be unreasonably withheld) the DISTRICT agrees to execute and return to the COUNTY ENGINEER the necessary land acquisition and/or conveyance documents for the RIGHT-OF-WAY, the PERMANENT EASEMENTS, and the TEMPORARY EASEMENTS within ten (10) working days of the receipt of said documents.

# SECTION IV. NATURAL AREA, COMPENSATORY STORAGE, BASINS, and PLANTINGS

1. It is mutually agreed by and between the parties hereto that the PLANS and MAINTENANCE PLAN contain or will contain specifications governing the COUNTY construction and maintenance activities within the NATURAL AREA by the COUNTY'S construction contractor. Said specifications to be included in the PLANS will include, but are not limited to: (1) planting schedules, (2) requirements for the quantities and species of live planted materials, (3) explanations of the terms "Establishment" and "Period of Establishment," (4) contractor qualifications, (5) terms of performance guarantee, (6) seeding criteria, (7) erosion control criteria, (8) watering schedule and (9) acceptance criteria.

It is further mutually agreed by and between the parties hereto that the PLANS and MAINTENANCE PLAN contain or will contain requirements for the Three (3)-Year Maintenance and Monitoring Period for the NATURAL AREA.

It is further mutually agreed by and between the parties hereto that the COUNTY shall perform its construction and maintenance activities within the NATURAL AREA in accordance with the PLANS, the SPECIAL PROVISIONS FOR NATURAL AREAS INSTALLATION and MAINTENANCE PLAN.

- 2. It is mutually agreed by and between the parties hereto that the COUNTY shall supply and install all landscaping and PLANTINGS, as detailed in the PLANS with no reimbursement by the DISTRICT. The DISTRICT hereby grants the COUNTY all necessary rights-of-entry onto DISTRICT-owned property for the purpose of allowing the COUNTY to install all PLANTINGS within the RIGHT-OF-WAY and the PERMANENT and TEMPORARY EASEMENT PROPERTY.
- 3. As a condition of the rights granted to the COUNTY by THIS AGREEMENT, the COUNTY shall, for itself and for those authorized by or through the COUNTY, including without limitation an authorized COUNTY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the DISTRICT, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any act or omission related to the construction, installation, or use of the IMPROVEMENT, the MULTI-USE PATH, or the SIDEWALK or the use hereunder of the NATURAL AREA, including any work related to the improvements for COMPENSATORY STORAGE, the BASINS, or the PLANTINGS, by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise solely from the negligent acts or willful or wanton misconduct of the DISTRICT.
- 4. It is mutually agreed by and between the parties hereto that the COUNTY shall have maintained the NATURAL AREA and PLANTINGS during the construction of the IMPROVEMENT, COMPENSATORY STORAGE and the BASINS, until such time as

certain requirements regarding the NATURAL AREAS INSTALLATION and PLANTINGS are satisfied (said requirements are or will be contained within the PLANS and MAINTENANCE PLAN and include, for instance, coverage requirements and requirements for the composition of plant materials) (hereinafter PERIOD OF ESTABLISHMENT).

It is further mutually agreed by and between the parties hereto that, once the requirements regarding the NATURAL AREAS INSTALLATION and PLANTINGS (including establishment) are met, the COUNTY'S right to the TEMPORARY EASEMENTS shall terminate and the DISTRICT shall assume maintenance responsibility for the COMPENSATORY STORAGE, BASINS and NATURAL AREA. However, the COUNTY shall retain the right to the PERMANENT EASEMENT PROPERTY to maintain the BASINS in the event that the BASINS are not being adequately maintained by the DISTRICT.

The DISTRICT's maintenance of NATURAL AREA shall not modify or otherwise alter the design features of said COMPENSATORY STORAGE and BASINS in any way that interferes with their function.

5. The DISTRICT agrees to allow the COUNTY in perpetuity to intermittently detain (i.e., store) stormwater detention within the BASINS in the NATURAL AREA, in order to accommodate the needs of the IMPROVEMENT, as established by the Lake County Watershed Development Ordinance permits issued for the IMPROVEMENT pursuant to the conveyance documents.

The DISTRICT further agrees to accommodate in perpetuity the required amount of COMPENSATORY STORAGE volume as determined by the Lake County Stormwater Management Commission (approximately 2,652 cubic yards) offsite on DISTRICT property. The COMPENSATORY STORAGE AREA is as generally depicted on EXHIBIT C. The DISTRICT further agrees that this will include 755 cubic yards of compensatory storage for the zero (0) to ten (10) year flood elevation and 1,897 cubic yards of compensatory storage for the ten (10) to one hundred (100) year flood elevation. The COUNTY shall cause a Stormwater/Drainage Restrictive Covenant by Plat to be recorded against the DISTRICT property on Parcel 0005C PE which protects the COMPENSATORY STORAGE area in perpetuity, as indicated on page 3 of the attached EXHIBIT A THIS AGREEMENT.

6. The COUNTY agrees that all work performed within the NATURAL AREA shall be staked

in the field and approved by the DISTRICT prior to the commencement of IMPROVEMENT activities. The DISTRICT agrees to inspect and approve the areas of work to be performed within the NATURAL AREA prior to the commencement of IMPROVEMENT activities. The DISTRICT further agrees the said inspections shall be complete within ten (10) working days after receipt of notification from the COUNTY ENGINEER, and said approval shall not be withheld if the areas of work to be performed comply with the approved PLANS and any and all applicable laws and regulation.

### SECTION V. General Provisions

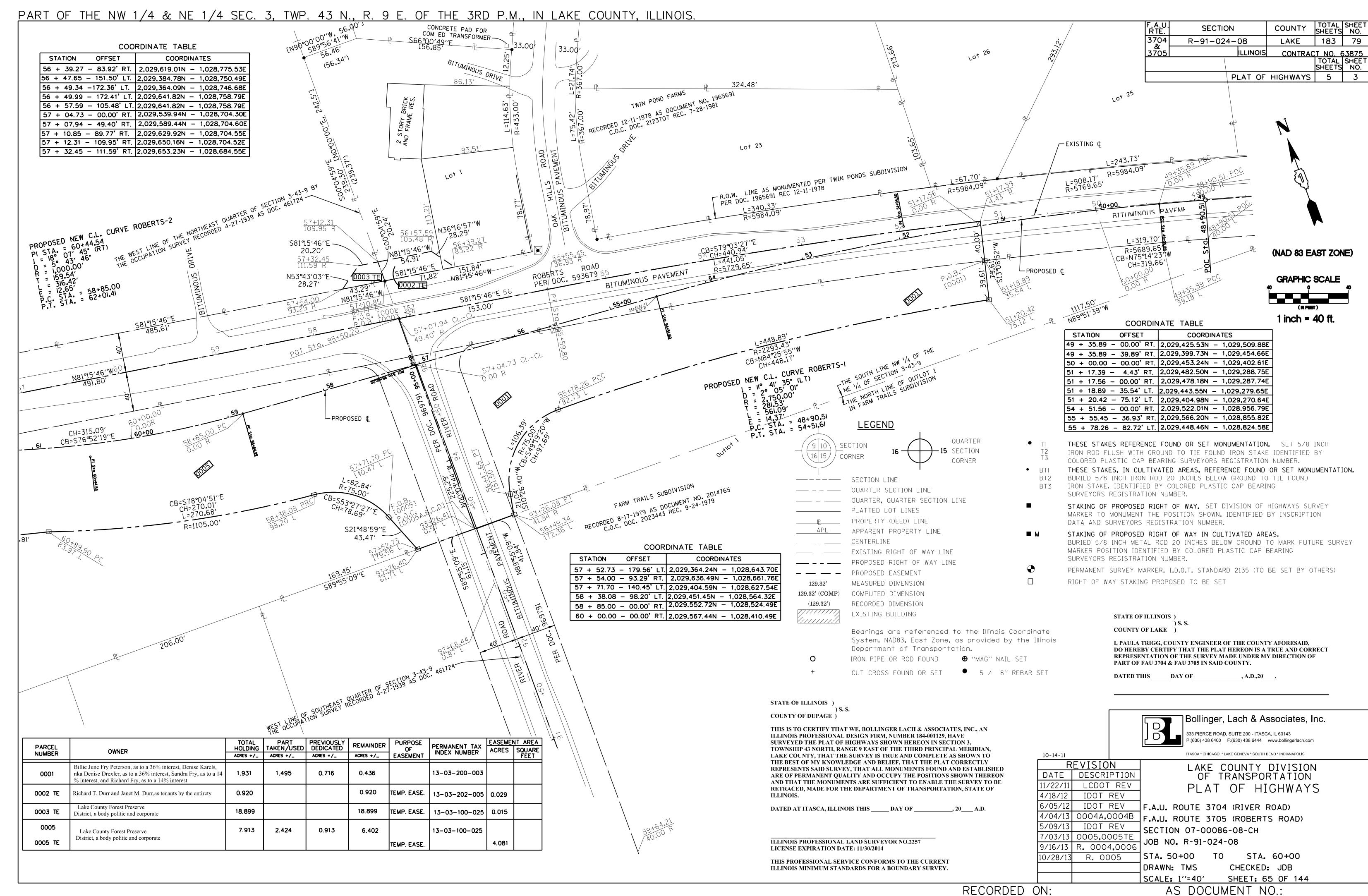
- 1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed, in any manner or form, to create or establish a partnership or principal-agent relationship between the parties hereto, or to make the DISTRICT (including its elected officials, duly appointed officials, employees and agents) the agent, representative or employee of the COUNTY, or vice-versa, for any purpose or in any manner, whatsoever. The DISTRICT 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 the COUNTY and the COUNTY ENGINEER reserve the power or authority to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
- 3. The parties intend that THIS AGREEMENT be binding and valid and will be specifically enforceable against each party.
- 4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on November 12, 2013, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to November 12, 2013. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to November 12, 2013, the

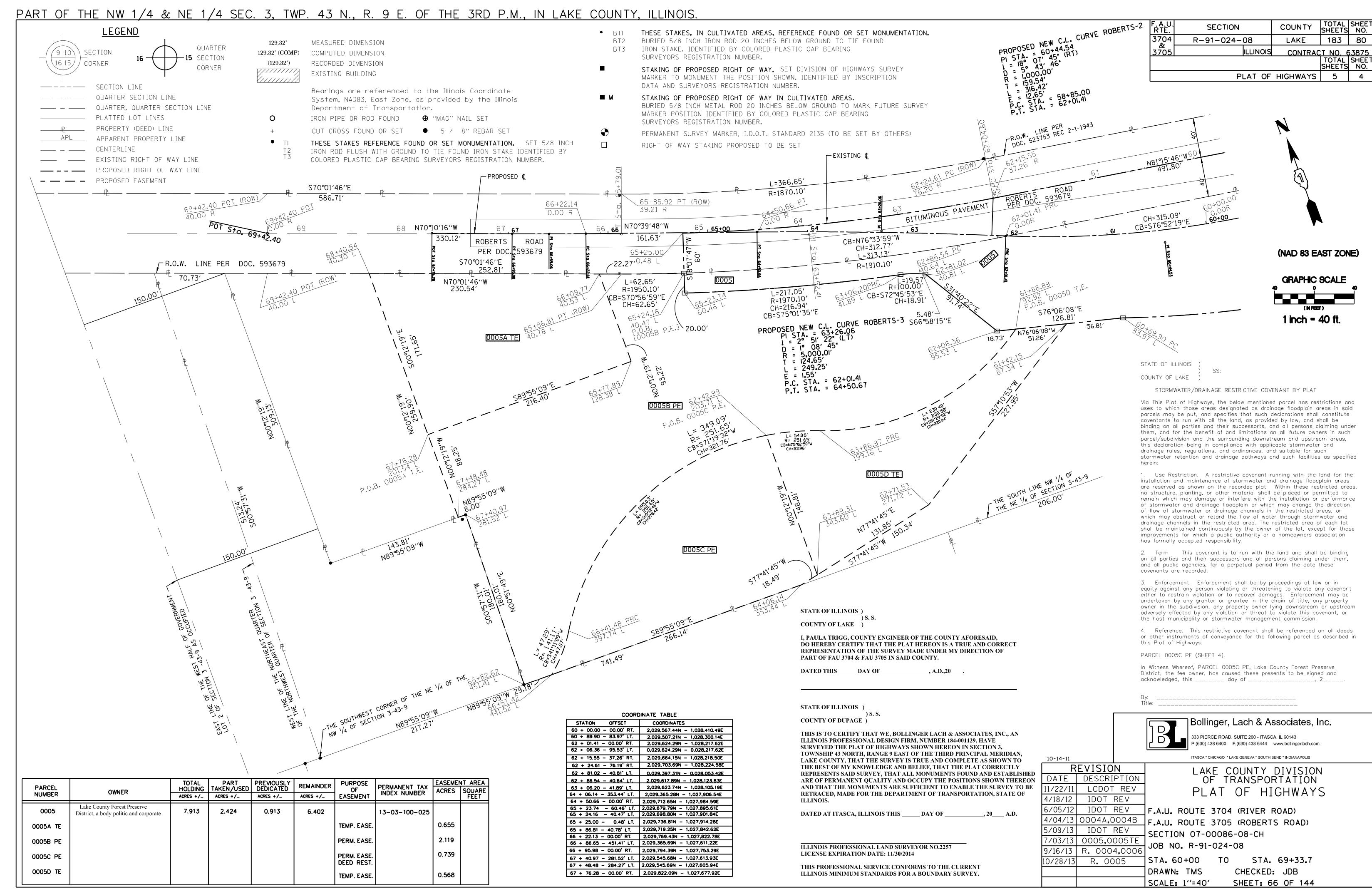
- effective date of THIS AGREEMENT shall then be the date that the last authorized agent of the parties hereto affixes their signature.
- 5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto 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 other party.
- 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, term of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.

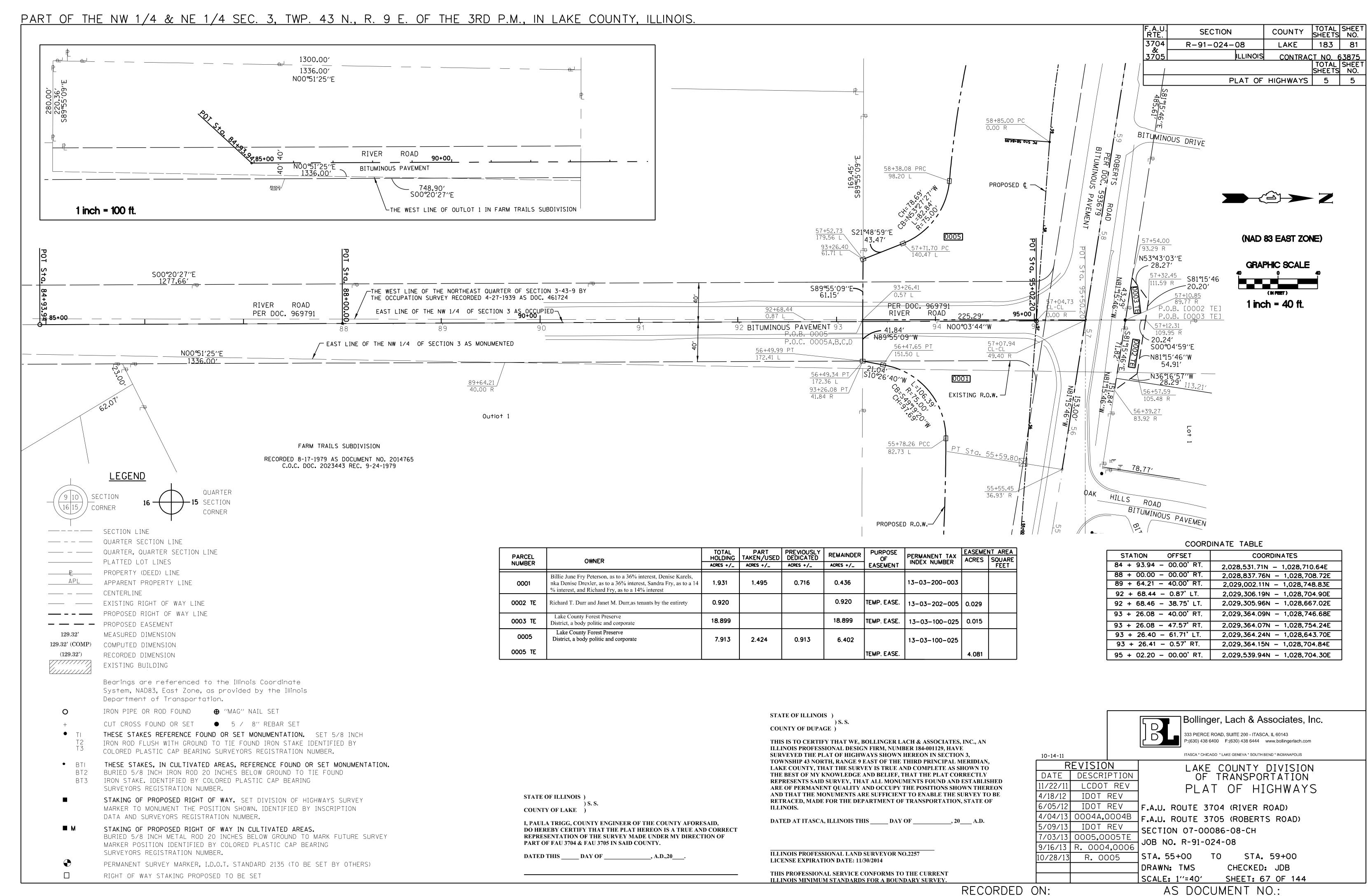
12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the IMPROVEMENT are not awarded by January 1, 2018.

	LAKE COUNTY		
	FOREST PRESERVE DISTRICT		
ATTEST:			
	By:		
	President		
Secretary			
Lake County Forest Preserve District	Date:		
	RECOMMENDED FOR EXECUTION		
	Paula J. Trigg, P.E.		
	Director of Transportation / County Engineer		
	Lake County		
	COUNTY OF LAKE		
ATTEST:			
	By:		
	Chair		
	Lake County Board		
County Clerk			
	Date:		

# EXHIBIT A Plat of Highways County Section 07-00086-08-CH







## **EXHIBIT B**

## Legal Descriptions for the RIGHT-OF-WAY, PERMANENT EASEMENTS, and TEMPORARY EASEMENTS County Section 07-00086-08-CH

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08 Parcel: 0003 TE

Sta. 57+12.17 To Sta. 57+55.33

Owner: Lake County Forest Preserve

District, a body politic and corporate

Index No. 13-03-100-025

That part of the East 941.81 feet of the Northeast Quarter of the Northwest Quarter (as measured from the east line of the Northwest Quarter of Section 3, Township 43 North, Range 9, by Occupational Survey as per document number 461724), East of the Third Principal Meridian, lying north of the northerly R.O.W. line of Roberts Road as per document number 523752 in Lake County, Illinois, and a parcel of land in the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the west line of the Northeast Quarter of said Section 3 by Occupational Survey recorded April 27, 1939, as document 461724 and the northerly right of way line of Roberts Road as per document 523752 recorded February 1, 1943; thence along said west line by Occupational Survey North 0 degrees 00 minutes 00 seconds East a distance of 242.50 feet to the point of beginning; thence continuing along said west line by Occupational Survey North 0 degrees 00 minutes 00 seconds East, a distance of 608.63 feet; thence South 66 degrees 11 minutes 19 seconds East, a distance of 69.82 feet to the west line of the Northeast Quarter of said Section 3; thence along said west line South 0 degrees 46 minutes 38 seconds West a distance of 580.50 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 56.00 feet to the Place of Beginning, in Lake County, Illinois, described as follows:

Beginning at the intersection of the west line of the Northeast Quarter of said Section 3 by Occupational Survey recorded April 27, 1939, as document 461724 and the northerly right of way line of Roberts Road as per document 523752 recorded February 1, 1943; thence along the Northerly line of said Roberts Road North 81 degrees 15 minutes 46 seconds West, 43.29 feet; thence North 53 degrees 43 minutes 03 seconds East, 28.27 feet; thence along a line parallel with said Northerly line of River Road South 81 degrees 15 minutes 46 seconds East, 20.20 feet to the said west line by Occupational Survey; thence along said west line of Occupational Survey South 00 degrees 04 minutes 59 seconds East, 20.24 feet to the Place of Beginning.

Said parcel containing 0.015 acres, more or less.

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08

Parcel: 0005

Sta. 56+91.73 To Sta. 65+25.00

Owner: Lake County Forest Preserve

District, a body politic and corporate

Index No. 13-03-100-025

That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, East of the Third Principal Meridian, lying South of the center line of Robert Road as per document number 523752 (except the following parcel described as beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 3; thence East along the south line of said quarter, quarter section, 217.27 feet; thence North along a line, parallel to the west line of said quarter, quarter section 180.01 feet; thence west parallel to the south line of said quarter, quarter section, 143.81 feet, to a point which is 150.00 feet East of the west line of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, by Occupational Survey as per document number 461724; thence North along a line parallel to said west line of the Northeast Quarter of the Northwest Quarter of Section 3 by Occupational Survey, 310.06 feet to the southerly R.O.W. line of Roberts Road as per document number 593679; thence Northwesterly along said southerly R.O.W. line of Roberts Road, 70.73 feet to the point of intersection with the west line of the Northeast Quarter of the Northwest Quarter, of Section 3; thence south along the west line of said quarter, quarter section, 514.04 feet to the point of beginning, in Lake County, Illinois, described as follows:

Beginning at the intersection of the West line of said Northeast Quarter with the South line of the Northeast Quarter of the Northwest Quarter of said Section 3; thence along said West line North 00 degrees 03 minutes 44 seconds West, 225.29 feet to center line of Roberts Road; thence along the center line of said Roberts Road North 81 degrees 15 minutes 46 seconds West, 491.80 feet to a point of curvature; thence along the center line of Roberts Road northwesterly 313.13 feet along the arc of a curve concave to the North having a radius of 1910.10 feet with a chord bearing North 76 degrees 33 minutes 59 seconds West, 312.77 feet; thence South 18 degrees 07 minutes 47 seconds West, 60.00 feet; thence easterly 217.05 feet along the arc of a curve concave to the North having a radius of 1970.10 feet with the chord bearing South 75 degrees 01 minutes 35 seconds East, 216.94 feet to a point of reverse curvature; thence easterly 19.57 feet along the arc of a curve concave to the Southwest having a radius of 100.00 feet with the chord bearing South 72 degrees 45 minutes 53 seconds East, 18.91 feet to a point of tangency; thence South 66 degrees 58 minutes 15 seconds East, 5.48 feet; thence South 31 degrees 40 minutes 22 seconds East, 91.74 feet; thence South 76 degrees 06 minutes 08 seconds,

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08

Parcel: 0005

Sta. 56+91.73 To Sta. 65+25.00

Owner: Lake County Forest Preserve

District, a body politic and corporate

Index No. 13-03-100-025

126.81 feet to a point of curvature; thence easterly 270.68 feet along the arc of a curve concave to the North having a radius of 1105.00 feet with the chord bearing South 78 degrees 04 minutes 51 seconds East, 270.01 feet to a point of curvature; thence southeasterly 82.84 feet along the arc of a curve concave to the Southwest having a radius of 75.00 feet with the chord bearing South 53 degrees 27 minutes 27 seconds East, 78.69 feet to a point of tangency; thence South 21 degrees 48 minutes 59 seconds East, 43.47 feet to the South line of said Northeast Quarter of the Northwest Quarter; thence along said South line South 89 degrees 55 minutes 09 seconds East, 61.14 feet to the Point of Beginning.

Said parcel containing 2.424 acres, more or less, of which 0.913 acres was previously dedicated.

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08
Parcel: 0005A TE
Sto 65+77.80 To Sto 68+40

Sta. 65+77.89 To Sta. 68+40.54

Owner: Lake County Forest Preserve

District, a body politic and corporate

Index No. 13-03-100-025

That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, East of the Third Principal Meridian, lying South of the southerly R.O.W. line of Robert Road as per document number 523752 (except the following parcel described as beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 3; thence East along the south line of said quarter, quarter section, 217.27 feet; thence North along a line, parallel to the west line of said quarter, quarter section 180.01 feet; thence west parallel to the south line of said quarter, quarter section, 143.81 feet, to a point which is 150.00 feet East of the west line of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, by Occupational Survey as per document number 461724; thence North along a line parallel to said west line of the Northeast Quarter of the Northwest Quarter of Section 3 by Occupational Survey, 310.06 feet to the southerly R.O.W. line of Roberts Road as per document number 593679; thence Northwesterly along said southerly R.O.W. line of Roberts Road, 70.73 feet to the point of intersection with the west line of the Northeast Quarter of the Northwest Quarter, of Section 3; thence south along the west line of said quarter, quarter section, 514.04 feet to the point of beginning, in Lake County, Illinois, described as follows:

Commencing at the intersection of the West line of said Northeast Quarter with the South line of the Northeast Quarter of the Northwest Quarter of said Section 3; thence along said West line North 00 degrees 03 minutes 44 seconds West, 225.29 feet to center line of Roberts Road; thence along the center line of said Roberts Road North 81 degrees 15 minutes 46 seconds West, 491.80 feet to a point of curvature; thence along the center line of Roberts Road northwesterly 313.13 feet along the arc of a curve concave to the North having a radius of 1910.10 feet with a chord bearing North 76 degrees 33 minutes 59 seconds West, 312.77 feet; thence South 18 degrees 07 minutes 47 seconds West, 40.00 feet; thence South 18 degrees 07 minutes 47 seconds West, 20.00 feet; thence easterly 217.05 feet along the arc of a curve concave to the North having a radius of 1970.10 feet with the chord bearing South 75 degrees 01 minutes 35 seconds East, 216.94 feet to a point of reverse curvature; thence easterly 19.57 feet along the arc of a curve concave to the Southwest having a radius of 100.00 feet with the chord bearing South 72 degrees 45 minutes 53 seconds East, 18.91 feet to a point of tangency;

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08 Parcel: 0005A TE

Sta. 65+77.89 To Sta. 68+40.54

Owner: Lake County Forest Preserve

District, a body politic and corporate

Index No. 13-03-100-025

thence South 66 degrees 58 minutes 15 seconds East, 5.48 feet; thence South 31 degrees 40 minutes 22 seconds East, 18.73 feet; thence southwesterly 230.40 feet along the arc of a curve concave to the Northwest having a radius of 230.58 feet with the chord bearing South 81 degrees 29 minutes 52 seconds West, 220.94 feet to a point of reverse curvature; thence southwesterly 349.09 feet along the arc of a curve concave to the Southeast having a radius of 251.65 feet with the chord bearing South 71 degrees 19 minutes 32 seconds West, 321.76 feet to a point of reverse curvature; thence southwesterly 47.29 feet along the arc of a curve concave to the Northwest having a radius of 141.11 feet with the chord bearing South 41 degrees 11 minutes 09 seconds West, 47.07 feet to the South line of said Northeast Quarter of the Northwest Quarter; thence along said South line North 89 degrees 55 minutes 09 seconds West, 29.18 feet to a point 217.27 feet Easterly of the said Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 3; thence North along a line, parallel to the west line of said quarter, quarter section North 00 degrees 51 minutes 49 seconds East, 180.01 feet; thence west parallel to the south line of said quarter, quarter section North 89 degrees 55 minutes 09 seconds West, 8.00 feet; thence North 00 degrees 12 minutes 19 seconds West, 88.25 feet to the Place of Beginning; thence South 89 degrees 55 minutes 09 seconds East, 216.40 feet; thence North 00 degrees 12 minutes 19 seconds West, 93.22 feet; to said Southerly line of Roberts Road as per document number 593679; thence Northwesterly along said Southerly line North 70 degrees 01 minutes 46 seconds West, 230.54 feet; thence South 00 degrees 12 minutes 19 seconds East, 171.65 feet to the Point of Beginning.

Said parcel containing 0.655 acres, more or less.

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08 Parcel: 0005B PE

Sta. 61+88.89 To Sta. 67+76.28

Owner: Lake County Forest Preserve

District, a body politic and corporate

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That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, East of the Third Principal Meridian, lying South of the southerly R.O.W. line of Robert Road as per document number 523752 (except the following parcel described as beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 3; thence East along the south line of said quarter, quarter section, 217.27 feet; thence North along a line, parallel to the west line of said quarter, quarter section 180.01 feet; thence west parallel to the south line of said quarter, quarter section, 143.81 feet, to a point which is 150.00 feet East of the west line of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, by Occupational Survey as per document number 461724; thence North along a line parallel to said west line of the Northeast Quarter of the Northwest Quarter of Section 3 by Occupational Survey, 310.06 feet to the southerly R.O.W. line of Roberts Road as per document number 593679; thence Northwesterly along said southerly R.O.W. line of Roberts Road, 70.73 feet to the point of intersection with the west line of the Northeast Quarter of the Northwest Quarter, of Section 3; thence south along the west line of said quarter, quarter section, 514.04 feet to the point of beginning, in Lake County, Illinois, described as follows:

Commencing at the intersection of the West line of said Northeast Quarter with the South line of the Northeast Quarter of the Northwest Quarter of said Section 3; thence along said West line North 00 degrees 03 minutes 44 seconds West, 225.29 feet to center line of Roberts Road; thence along the center line of said Roberts Road North 81 degrees 15 minutes 46 seconds West, 491.80 feet to a point of curvature; thence along the center line of Roberts Road northwesterly 313.13 feet along the arc of a curve concave to the North having a radius of 1910.10 feet with a chord bearing North 76 degrees 33 minutes 59 seconds West, 312.77 feet; thence South 18 degrees 07 minutes 47 seconds West, 40.00 feet to the place of beginning; thence South 18 degrees 07 minutes 47 seconds West, 20.00 feet; thence easterly 217.05 feet along the arc of a curve concave to the North having a radius of 1970.10 feet with the chord bearing South 75 degrees 01 minutes 35 seconds East, 216.94 feet to a point of reverse curvature; thence easterly 19.57 feet along the arc of a curve concave to the Southwest having a radius of 100.00 feet with the chord bearing South 72 degrees 45 minutes 53 seconds East, 18.91 feet to a point of tangency; thence South 66 degrees 58 minutes 15 seconds East, 5.48

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08 Parcel: 0005B PE

Sta. 61+88.89 To Sta. 67+76.28

Owner: Lake County Forest Preserve

District, a body politic and corporate

Index No. 13-03-100-025

feet; thence South 31 degrees 40 minutes 22 seconds East, 91.74 feet; thence South 76 degrees 06 minutes 08 seconds east, 18.73 feet; thence southwesterly 230.40 feet along the arc of a curve concave to the Northwest having a radius of 230.58 feet with the chord bearing South 81 degrees 29 minutes 52 seconds West, 220.94 feet to a point of reverse curvature; thence southwesterly 349.09 feet along the arc of a curve concave to the Southeast having a radius of 251.65 feet with the chord bearing South 71 degrees 19 minutes 32 seconds West, 321.76 feet to a point of reverse curvature; thence southwesterly 47.29 feet along the arc of a curve concave to the Northwest having a radius of 141.11 feet with the chord bearing South 41 degrees 11 minutes 09 seconds West, 47.07 feet to the South line of said Northeast Quarter of the Northwest Quarter; thence along said South line North 89 degrees 55 minutes 09 seconds West, 29.18 feet to a point 217.27 feet Easterly of the said Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 3; thence North along a line, parallel to the west line of said quarter, quarter section North 00 degrees 51 minutes 49 seconds East, 180.01 feet; thence west parallel to the south line of said quarter, quarter section North 89 degrees 55 minutes 09 seconds West, 8.00 feet; thence North 00 degrees 12 minutes 19 seconds West, 88.25 feet; thence South 89 degrees 55 minutes 09 seconds East, 216.40 feet; thence North 00 degrees 12 minutes 19 seconds West, 93.22 feet; to said Southerly line of Roberts Road as per document number 593679; thence Southeasterly along said Southerly line South 70 degrees 01 minutes 46 seconds East, 22.27 feet to a point of curvature; thence southeasterly along said Southerly line 62.65 feet along the arc of a curve concave to the North having a radius of 1950.10 feet with the chord bearing South 70 degrees 56 minutes 59 seconds East, 62.65 feet to the Point of Beginning.

Said parcel containing 2.119 acres, more or less.

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08 Parcel: 0005C PE

Sta. 63+89.31 To Sta. 66+57.42

Owner: Lake County Forest Preserve

District, a body politic and corporate

Index No. 13-03-100-025

That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, East of the Third Principal Meridian, lying South of the southerly R.O.W. line of Robert Road as per document number 523752 (except the following parcel described as beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 3; thence East along the south line of said quarter, quarter section, 217.27 feet; thence North along a line, parallel to the west line of said quarter, quarter section 180.01 feet; thence west parallel to the south line of said quarter, quarter section, 143.81 feet, to a point which is 150.00 feet East of the west line of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, by Occupational Survey as per document number 461724; thence North along a line parallel to said west line of the Northeast Quarter of the Northwest Quarter of Section 3 by Occupational Survey, 310.06 feet to the southerly R.O.W. line of Roberts Road as per document number 593679; thence Northwesterly along said southerly R.O.W. line of Roberts Road, 70.73 feet to the point of intersection with the west line of the Northeast Quarter of the Northwest Quarter, of Section 3; thence south along the west line of said quarter, quarter section, 514.04 feet to the point of beginning, in Lake County, Illinois, described as follows:

Commencing at the intersection of the West line of said Northeast Quarter with the South line of the Northeast Quarter of the Northwest Quarter of said Section 3; thence along said West line North 00 degrees 03 minutes 44 seconds West, 225.29 feet to center line of Roberts Road; thence along the center line of said Roberts Road North 81 degrees 15 minutes 46 seconds West, 491.80 feet to a point of curvature; thence along the center line of Roberts Road northwesterly 313.13 feet along the arc of a curve concave to the North having a radius of 1910.10 feet with a chord bearing North 76 degrees 33 minutes 59 seconds West, 312.77 feet; thence South 18 degrees 07 minutes 47 seconds West, 40.00 feet; thence South 18 degrees 07 minutes 47 seconds West, 20.00 feet; thence easterly 217.05 feet along the arc of a curve concave to the North having a radius of 1970.10 feet with the chord bearing South 75 degrees 01 minutes 35 seconds East, 216.94 feet to a point of reverse curvature; thence easterly 19.57 feet along the arc of a curve concave to the Southwest having a radius of 100.00 feet with the chord bearing South 72 degrees 45 minutes 53 seconds East, 18.91 feet to a point of tangency; thence South 66 degrees 58 minutes 15 seconds East, 5.48 feet; thence South 31 degrees 40

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08 Parcel: 0005C PE

Sta. 63+89.31 To Sta. 66+57.42

Owner: Lake County Forest Preserve

District, a body politic and corporate

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minutes 22 seconds East, 91.74 feet; thence South 76 degrees 06 minutes 08 seconds East, 18.73 feet; thence southwesterly 230.40 feet along the arc of a curve concave to the Northwest having a radius of 230.58 feet with the chord bearing South 81 degrees 29 minutes 52 seconds West, 220.94 feet to a point of reverse curvature; thence northwesterly 54.06 feet along the arc of a curve concave to the Southwest having a radius of 251.65 feet with the chord bearing North 75 degrees 02 minutes 50 seconds West, 53.96 feet to the Point of Beginning; thence southwesterly 295.03 feet along the arc of a curve concave to the Southeast having a radius of 251.65 feet with the chord bearing South 65 degrees 12 minutes 46 seconds West, 278.42 feet to a point of reverse curvature; thence southwesterly 47.29 feet along the arc of a curve concave to the Northwest having a radius of 141.11 feet with the chord bearing South 41 degrees 11 minutes 09 seconds West, 47.07 feet to the South line of said Northeast Quarter of the Northwest Quarter; thence along said South line South 89 degrees 55 minutes 09 seconds East, 266.14 feet; thence North 77 degrees 41 minutes 45 seconds East, 18.49 feet; thence North 00 degrees 12 minutes 19 seconds West, 148.81 feet to the Point of Beginning.

Said parcel containing 0.739 acres, more or less.

FAU 3704 River Road Route:

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08 Parcel: 0005D TE Sta. 61+42.15

To Sta. 62+42.99

Owner: Lake County Forest Preserve

District, a body politic and corporate

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That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, East of the Third Principal Meridian, lying South of the southerly R.O.W. line of Robert Road as per document number 523752 (except the following parcel described as beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 3; thence East along the south line of said quarter, quarter section, 217.27 feet; thence North along a line, parallel to the west line of said quarter, quarter section 180.01 feet; thence west parallel to the south line of said quarter, quarter section, 143.81 feet, to a point which is 150.00 feet East of the west line of the Northeast Quarter of the Northwest Quarter of Section 3, Township 43 North, Range 9, by Occupational Survey as per document number 461724; thence North along a line parallel to said west line of the Northeast Quarter of the Northwest Quarter of Section 3 by Occupational Survey, 310.06 feet to the southerly R.O.W. line of Roberts Road as per document number 593679; thence Northwesterly along said southerly R.O.W. line of Roberts Road, 70.73 feet to the point of intersection with the west line of the Northeast Quarter of the Northwest Quarter, of Section 3; thence south along the west line of said quarter, quarter section, 514.04 feet to the point of beginning, in Lake County, Illinois, described as follows:

Commencing at the intersection of the West line of said Northeast Quarter with the South line of the Northeast Quarter of the Northwest Quarter of said Section 3; thence along said West line North 00 degrees 03 minutes 44 seconds West, 225.29 feet to center line of Roberts Road; thence along the center line of said Roberts Road North 81 degrees 15 minutes 46 seconds West, 491.80 feet to a point of curvature; thence along the center line of Roberts Road northwesterly 313.13 feet along the arc of a curve concave to the North having a radius of 1910.10 feet with a chord bearing North 76 degrees 33 minutes 59 seconds West, 312.77 feet; thence South 18 degrees 07 minutes 47 seconds West, 40.00 feet; thence South 18 degrees 07 minutes 47 seconds West, 20.00 feet; thence easterly 217.05 feet along the arc of a curve concave to the North having a radius of 1970.10 feet with the chord bearing South 75 degrees 01 minutes 35 seconds East, 216.94 feet to a point of reverse curvature; thence easterly 19.57 feet along the arc of a curve concave to the Southwest having a radius of 100.00 feet with the chord bearing South 72 degrees 45 minutes 53 seconds East, 18.91 feet to a point of tangency; thence South 66 degrees 58 minutes 15 seconds East, 5.48 feet; thence South 31 degrees 40

FAU 3705 Roberts Road

Section: 07-00086-08-CH

County: Lake

Job No.: R-91-024-08 Parcel: 0005D TE Sta. 61+42.15 To Sta. 62+42.99

Owner: Lake County Forest Preserve

District, a body politic and corporate

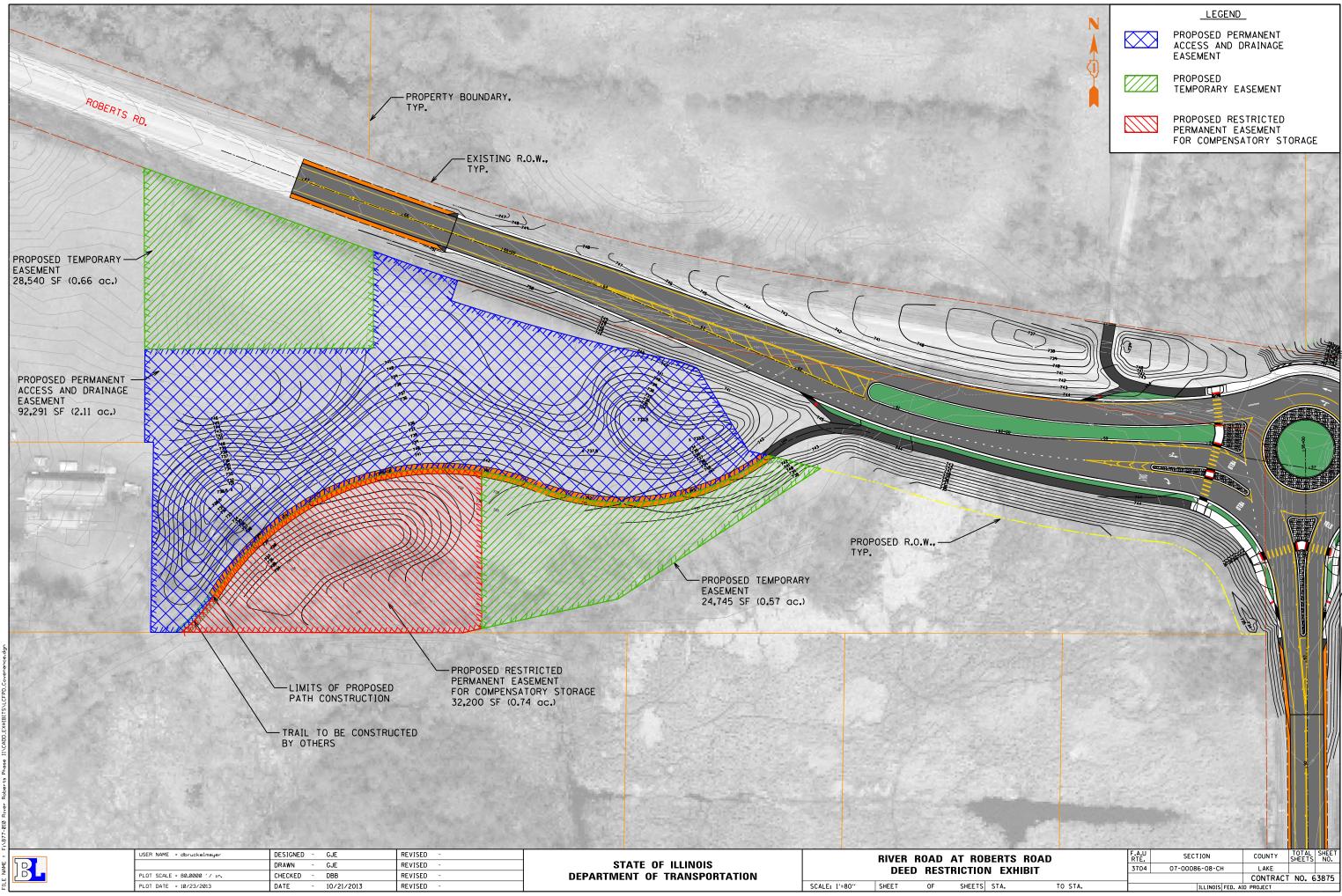
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minutes 22 seconds East, 91.74 feet; thence South 76 degrees 06 minutes 08 seconds East, 18.73 feet to the Point of Beginning; thence southwesterly 230.40 feet along the arc of a curve concave to the Northwest having a radius of 230.58 feet with the chord bearing South 81 degrees 29 minutes 52 seconds West, 220.94 feet to a point of reverse curvature; thence northwesterly 54.06 feet along the arc of a curve concave to the Southeast having a radius of 251.65 feet with the chord bearing North 75 degrees 02 minutes 50 seconds West, 53.96 feet; thence South 00 degrees 12 minutes 19 seconds West, 148.81 feet; thence North 77 degrees 41 minutes 45 seconds East, 131.85 feet; thence North 57 degrees 10 minutes 53 seconds East, 227.95 feet; thence North 76 degrees 06 minutes 08 seconds West, 51.26 feet to the Point of Beginning.

Said parcel containing 0.568 acres, more or less.

#### **EXHIBIT C**

# Area of PERMANENT EASEMENT PROPERTY and TEMPORARY EASEMENT PROPERTY south of Roberts Road, west of River Road \*County Section 07-00086-08-CH\*



## **EXHIBIT D**

# Aerial Map for the IMPROVEMENT County Section 07-00086-08-CH

