

**DRAFT**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF LAKE AND WAUCONDA TOWNSHIP  
ROAD DISTRICT FOR INTERSECTION IMPROVEMENTS AT  
DARRELL ROAD (COUNTY HIGHWAY 44) AND  
CASE ROAD /NEVILLE ROAD, DOWELL ROAD, AND FISHER ROAD INCLUDING  
THE REALIGNMENT OF CASE ROAD AND DOWELL ROAD  
AND MAINTENANCE OF THE ROUNDABOUT**

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 WAUCONDA TOWNSHIP ROAD DISTRICT, an Illinois Unit of Local Government, acting by and through its Township Highway Commissioner, hereinafter referred to as the ROAD DISTRICT. The COUNTY and the ROAD DISTRICT are hereinafter referred to collectively as the “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 to the intersections of Darrell Road (COUNTY Highway 44) and Dowell Road, Fisher Road, Case Road and Neville Road (hereinafter the IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the realignment of Case Road, and Dowell Road, construction of three roundabouts, signage and street lighting, multi-use path, pavement resurfacing, drainage and landscaping. As of this writing, the IMPROVEMENT is assigned COUNTY Section 13-00107-09-CH and the targeted letting date for the IMPROVEMENT is 2/7/2023; and,

**WHEREAS**, the IMPROVEMENT location and limits are generally depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Civiltech Engineering, Inc., (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated 5/27/2022 (Prefinal version); and,

**WHEREAS**, the COUNTY has maintenance and jurisdictional authority over Darrell Road (COUNTY Highway 44) and the ROAD DISTRICT has maintenance and jurisdictional authority over Fisher Road, Dowell Road, Neville Road and Case Road within the unincorporated areas to the west and east of Darrell Road; and,

**WHEREAS**, the COUNTY will realign Case Road, to the north of the existing alignment so as to intersect Darrell Road east of Neville Road, and realign Dowell Road, so as to intersect perpendicular to Darrell Road, without reimbursement from the ROAD DISTRICT (hereinafter REALIGNMENTS); and,

**WHEREAS**, the COUNTY will construct a roundabout at each of the three intersections, inclusive of storm sewer, street lighting, landscaping, signage, and multi-use path (hereinafter ROUNDABOUTS), as part of the IMPROVEMENT, and as detailed in the PLANS, as a COUNTY facility; and,

**WHEREAS**, the COUNTY is desirous to provide routine maintenance and capital maintenance for the ROUNDABOUTS installed under the IMPROVEMENT, including the portion of which lies within the ROAD DISTRICT jurisdiction, with no reimbursement by the ROAD DISTRICT and as generally depicted on Exhibit B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, upon substantial completion of the IMPROVEMENT, the ROAD DISTRICT agrees to vacate that portion of Case Road and Dowell Road no longer required for roadway purposes as depicted on the Plat of Vacation attached hereto as Exhibit C and hereby made a part hereof; and

**WHEREAS**, the COUNTY and the ROAD DISTRICT are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

**WHEREAS**, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to 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 13-00107-09-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, without reimbursement from the ROAD DISTRICT.
2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT, inclusive of the REALIGNMENTS are generally depicted on Exhibit A attached to THIS AGREEMENT.
3. As of this writing, the current PLANS are the Prefinal set of plans and specifications prepared by Civiltech Engineering, Inc., with a submission date of 5/7/2022. Said PLANS, by reference herein, hereby become a part hereof.
4. The ROAD DISTRICT shall have the opportunity to review and approve the PLANS with respect to the REALIGNMENTS. Said review and approval of the PLANS by the ROAD DISTRICT shall not be unreasonably withheld.
5. It is mutually agreed by and between the parties hereto that the IMPROVEMENT, specifically the construction of the ROUNDABOUTS, need to be constructed in either a single contract constructed over multiple construction seasons or in multiple construction contracts with separate lettings constructed over multiple construction seasons in order to maintain access to local area residents/businesses. The anticipated letting date for the IMPROVEMENT is 2/7/2023 and is subject to change dependent upon land acquisition, project readiness, construction staging and the availability of project funding. The COUNTY will make a good faith effort to keep the ROAD DISTRICT appraised of changes to the construction date and letting date(s).

It is further mutually agreed by and between the parties hereto if the IMPROVEMENT is constructed with multiple contracts, later contracts may be assigned a new section number that shall be constructed in substantial conformance with the PLANS. Nothing in the staging of the construction of the IMPROVEMENT shall change the terms of THIS AGREEMENT.

6. 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, without reimbursement from the ROAD DISTRICT.
7. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either

permanent or temporary. The COUNTY further agrees that any costs associated with any land acquisition required for the IMPROVEMENT shall be the COUNTY's responsibility and without reimbursement from the ROAD DISTRICT. The COUNTY shall prepare at its cost the Plat of Vacation required to affect the ROAD DISTRICT'S vacation of a portion of Case Road and Dowell Road as herein contemplated.

8. The COUNTY agrees to record all COUNTY Highway rights-of-way that may be acquired in connection with the IMPROVEMENT (including any Plats of Vacation).
9. It is mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, the COUNTY shall perform ROUTINE AND CAPITAL MAINTENANCE of the ROUNDABOUTS, including that section of Neville Road, Fisher Road, and Dowell Road from Darrell Road to 25 feet beyond the median splitter islands of the ROUNDABOUTS, which is currently under the jurisdiction of the ROAD DISTRICT, and as generally depicted on Exhibit B to THIS AGREEMENT.
10. It is further mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, the COUNTY shall own, operate and maintain all signage, detention basins, and street lighting required for the ROUNDABOUTS, including those items within the sections of Fisher Road, Neville Road and the Dowell Road and Case Road REALIGNMENTS, which are currently under the jurisdiction of the ROAD DISTRICT, without reimbursement from the ROAD DISTRICT.
11. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, ROUTINE MAINTENANCE shall include items such as snow and ice control, the removal of debris, removal of graffiti from signage, replacement and/or reinstallation of damaged signage, street sweeping, repair of potholes, minor curb repair, televising and cleaning storm sewer, storm sewer structure adjustments, and landscaping maintenance (including but not limited to mowing, removal of vegetation obscuring visibility of signs or limiting sight distance at intersections, and keeping areas around signs and other highway appurtenances clear.). Said ROUTINE MAINTENANCE of the ROUNDABOUTS shall be performed by the COUNTY without reimbursement from the ROAD DISTRICT so long as Darrell Road remains under the COUNTY's jurisdiction or until such time as the ROUNDABOUTS are removed.
12. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, CAPITAL MAINTENANCE shall include replacing items that have outlived their useful life, and shall include items such as full depth pavement patching, resurfacing, pavement widening, pavement reconstruction, storm sewer removal and replacement, pavement striping, replacement of recessed pavement markers, tree removal upon notice from the ROAD DISTRICT due to clear signs of danger (such as disease, split limbs, or excessive lean), and end of life signage replacement without reimbursement from the ROAD DISTRICT so long as Darrell Road remains under the COUNTY's jurisdiction or until such time as the ROUNDABOUTS are removed.

13. It is mutually agreed by and between the parties hereto that the ROAD DISTRICT shall continue its maintenance and jurisdictional authority, including snow and ice control, over Dowell Road, Fisher Road, Case Road and Neville Road, excluding the COUNTY's maintenance responsibilities identified in Section II, Items 9-12 above.
14. It is further mutually agreed by and between the parties hereto that upon substantial completion of the IMPROVEMENT, the ROAD DISTRICT shall assume maintenance and jurisdictional authority including snow and ice control, over the Dowell Road and Case Road REALIGNMENTS within the unincorporated areas, excluding the COUNTY's maintenance responsibilities identified in Section II, Items 9-12 above.
15. The ROAD DISTRICT agrees to coordinate future improvements on Neville Road, Fisher Road Dowell Road, and Case Road with the COUNTY Engineer, including but not limited to, pavement striping, signage, lighting and landscaping to minimize conflicts with necessary signage, lighting and operations of the ROUNDABOUTS.
16. The ROAD DISTRICT agrees to cause the area of Case Road and Dowell Road to be vacated, in accordance with 605 ILCS 5/6 303 et seq., and the County shall have no responsibility with regard to said vacation beyond the preparation and recording of the Plat of Vacation described above. The ROAD DISTRICT acknowledges that the vacation contemplated herein will constitute a portion of the consideration for the acquisition of the additional dedicated right-of-way required for the IMPROVEMENT and as such ROAD DISTRICT agrees to diligently undertake the vacation upon completion of the roadway construction. The ROAD DISTRICT agrees to initiate and complete the process within 1 year upon completion of construction of the IMPROVEMENT and written notification from the COUNTY's County Engineer.

### **SECTION III. 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 ROAD DISTRICT (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 ROAD DISTRICT 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 the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in 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. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

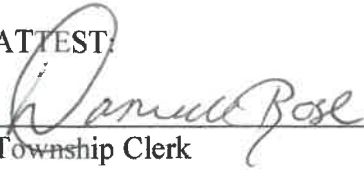
Director of Transportation/County Engineer  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, IL, 60048-1381

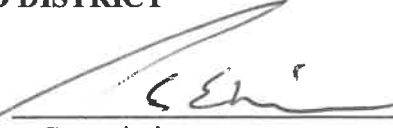
If to the ROAD DISTRICT:

Highway Commissioner  
Wauconda Township Road District  
505 W. Bonner Road  
Wauconda, IL 60084

**WAUCONDA TOWNSHIP  
ROAD DISTRICT**

ATTEST:

  
Township Clerk

By:   
Highway Commissioner  
WAUCONDA TOWNSHIP ROAD  
DISTRICT

Date: 8-25-2022

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

ATTEST:

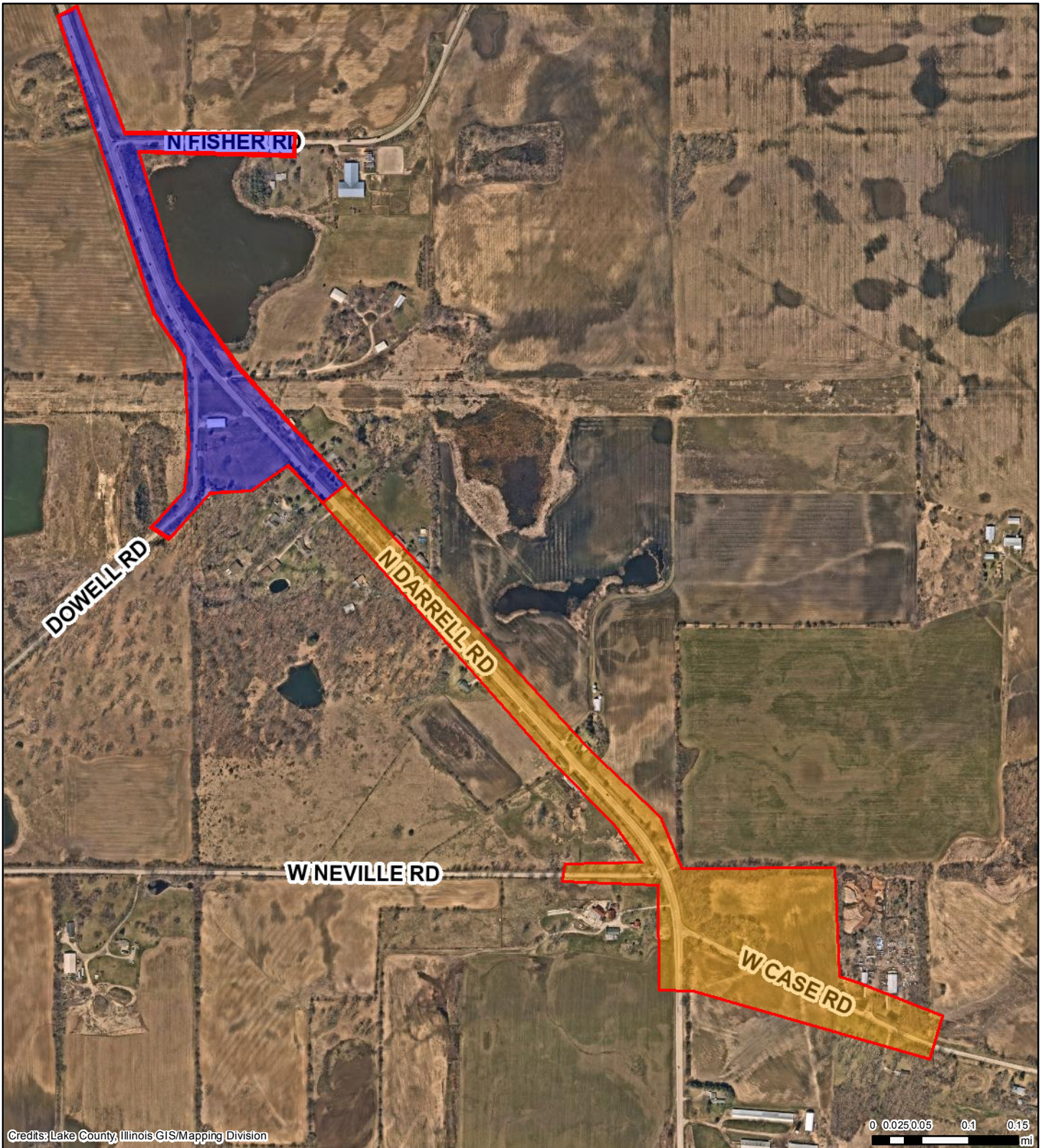
\_\_\_\_\_  
County Clerk

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

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



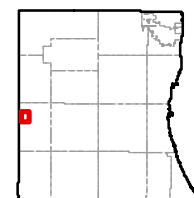
# Exhibit A - Approximate Project Location and Limits



- Construction Anticipated for 2023



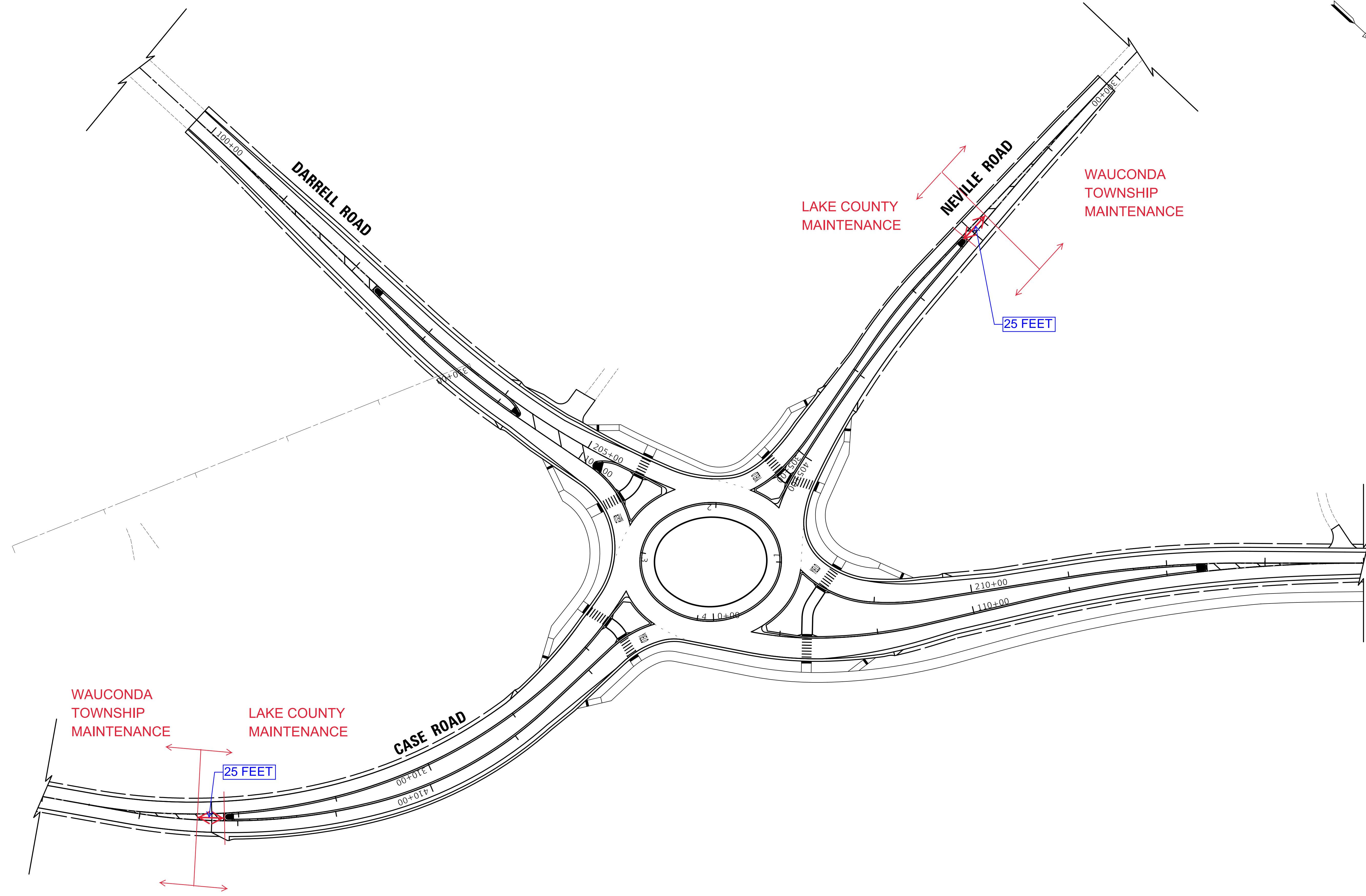
- Construction Anticipated for 2024



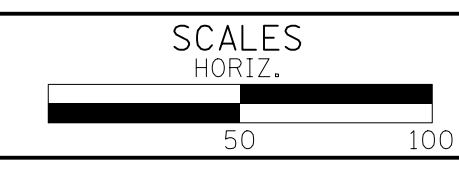
LCDOT GIS  
6/8/2022



EXHIBIT B - MAINTENANCE LIMITS FOR LAKE COUNTY AND WAUCONDA TOWNSHIP



REVISIONS / REMARKS				
NO.	DESCRIPTION	DATE	BY	DESIGNED BY:
		/ /		KDC
		/ /		CHECKED BY: DJK
		/ /		DATE: 06/08/2022



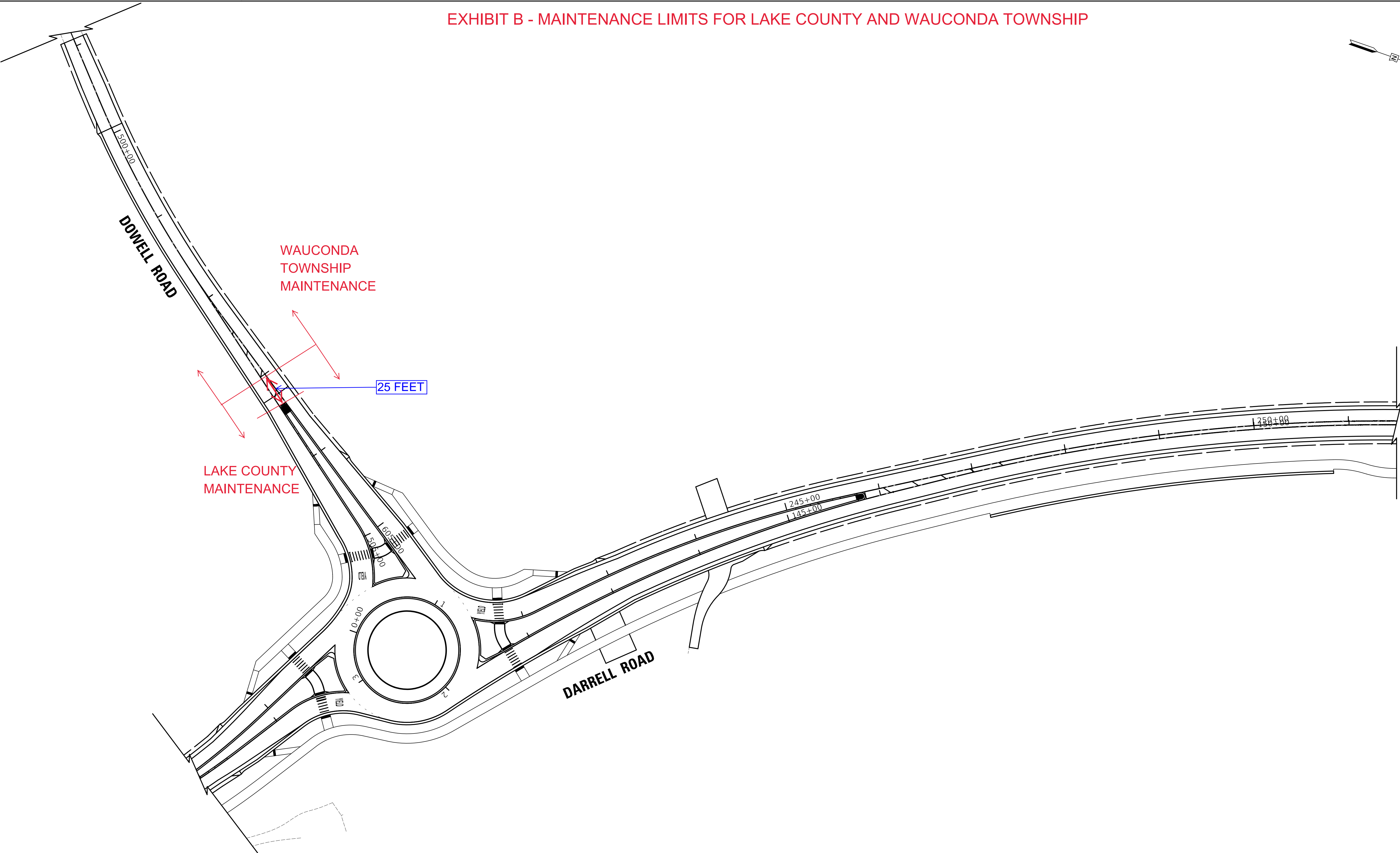
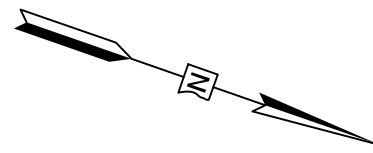
DARRELL ROAD  
INTERSECTION IMPROVEMENTS



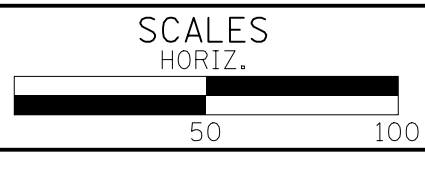
DARRELL ROAD RECONSTRUCTION

ROUTE	SECTION	SECTION NUMBER
44	107	13-00107-09-CH

EXHIBIT B - MAINTENANCE LIMITS FOR LAKE COUNTY AND WAUCONDA TOWNSHIP



REVISIONS / REMARKS				
NO.	DESCRIPTION	DATE	BY	DESIGNED BY:
		/ /		KDC
		/ /		CHECKED BY: DJK
		/ /		DATE: 06/08/2022



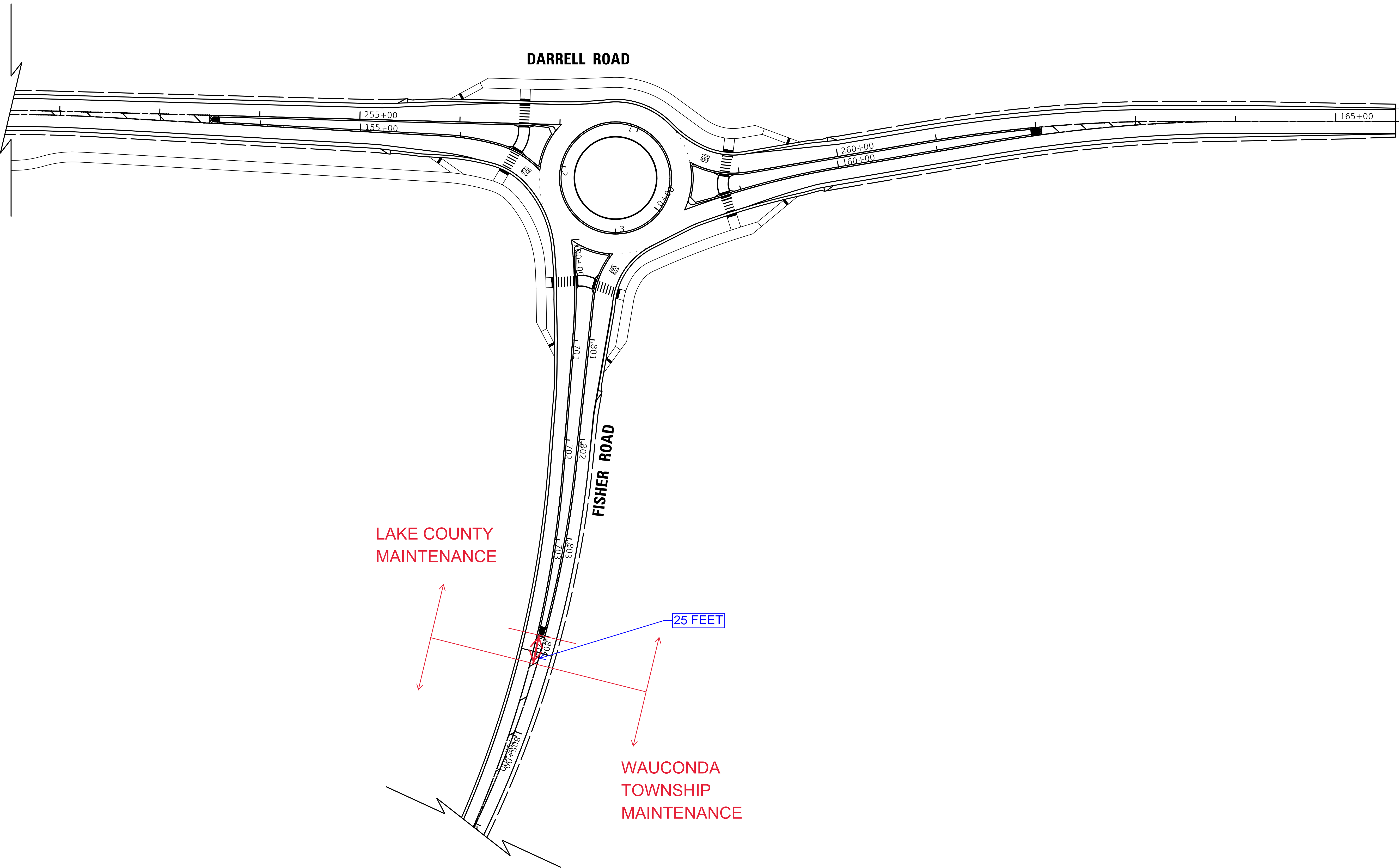
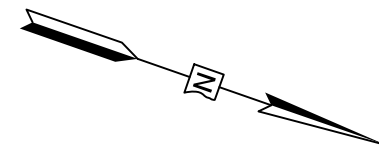
DARRELL ROAD INTERSECTION IMPROVEMENTS



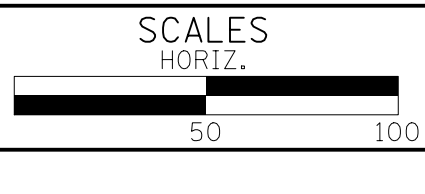
DARRELL ROAD RECONSTRUCTION

ROUTE	SECTION	SECTION NUMBER
44	107	13-00107-09-CH

EXHIBIT B - MAINTENANCE LIMITS FOR LAKE COUNTY AND WAUCONDA TOWNSHIP



REVISIONS / REMARKS				
NO.	DESCRIPTION	DATE	BY	DESIGNED BY:
		/ /		KDC
		/ /		CHECKED BY: DJK
		/ /		DATE: 06/09/2022



DARRELL ROAD INTERSECTION IMPROVEMENTS



DARRELL ROAD RECONSTRUCTION

ROUTE	SECTION	SECTION NUMBER
44	107	13-00107-09-CH

JORGENSEN & ASSOCIATES, INC.  
(847) 356-3371

120 PARK AVENUE  
LAKE VILLA, ILLINOIS 60046

# PLAT OF VACATION of

### PARCEL 1

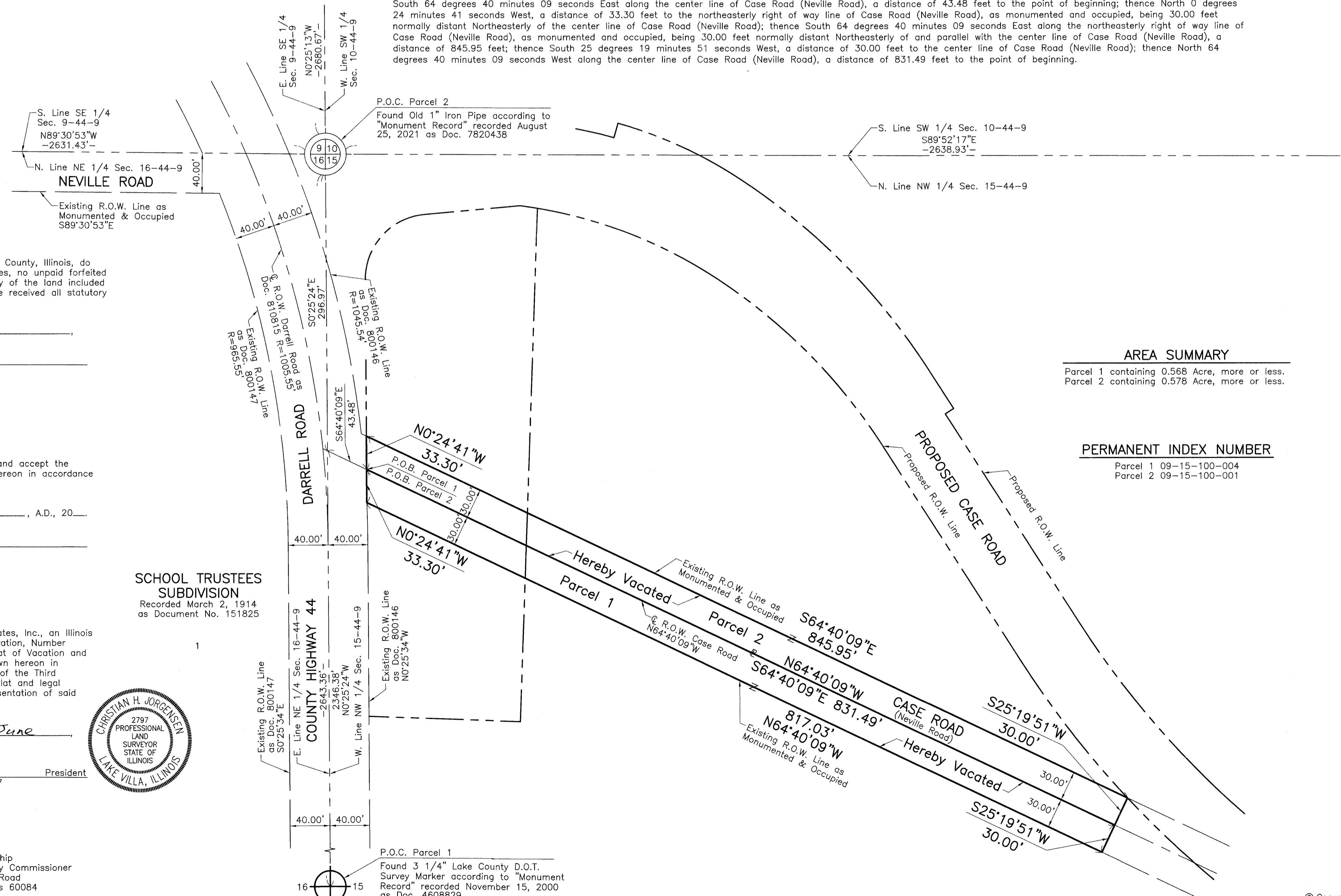
That part of the West Half of the Northwest Quarter of Section 15, Township 44 North, Range 9 East of the Third Principal Meridian, in Lake County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999453206, described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 15; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 0 degrees 25 minutes 24 seconds West along the west line of the Northwest Quarter of said Section 15, a distance of 2346.38 feet to the center line of Case Road (Neville Road); thence South 64 degrees 40 minutes 09 seconds East along the center line of Case Road (Neville Road), a distance of 43.48 feet to the point of beginning; thence continuing South 64 degrees 40 minutes 09 seconds East along the center line of Case Road (Neville Road), a distance of 831.49 feet; thence South 25 degrees 19 minutes 51 seconds West, a distance of 30.00 feet to the southwesterly right of way line of Case Road (Neville Road), as monumented and occupied, being 30.00 feet normally distant Southwesterly of the center line of Case Road (Neville Road); thence North 64 degrees 40 minutes 09 seconds West along the southwesterly right of way line of Case Road (Neville Road), as monumented and occupied, being 30.00 feet normally distant Southwesterly of and parallel with the center line of Case Road (Neville Road), a distance of 817.03 feet; thence North 0 degrees 24 minutes 41 seconds West, a distance of 33.30 feet to the point of beginning.

### PARCEL 2

That part of the West Half of the Northwest Quarter of Section 15, Township 44 North, Range 9 East of the Third Principal Meridian, in Lake County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999453206, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 15; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of South 0 degrees 25 minutes 24 seconds East along the west line of the Northwest Quarter of said Section 15, a distance of 296.97 feet to the center line of Case Road (Neville Road); thence South 64 degrees 40 minutes 09 seconds East along the center line of Case Road (Neville Road), a distance of 43.48 feet to the point of beginning; thence North 0 degrees 24 minutes 41 seconds West, a distance of 33.30 feet to the northeasterly right of way line of Case Road (Neville Road), as monumented and occupied, being 30.00 feet normally distant Northeasterly of the center line of Case Road (Neville Road); thence South 64 degrees 40 minutes 09 seconds East along the northeasterly right of way line of Case Road (Neville Road), as monumented and occupied, being 30.00 feet normally distant Northeasterly of and parallel with the center line of Case Road (Neville Road), a distance of 845.95 feet; thence South 25 degrees 19 minutes 51 seconds West, a distance of 30.00 feet to the center line of Case Road (Neville Road); thence North 64 degrees 40 minutes 09 seconds West along the center line of Case Road (Neville Road), a distance of 831.49 feet to the point of beginning.



### COUNTY CLERK'S CERTIFICATE

State of Illinois }  
County of Lake } S.S.

I, \_\_\_\_\_ County Clerk of Lake County, Illinois, do hereby certify that there are no delinquent taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the subject plat. I further certify that I have received all statutory fees in connection with the subject plat.

Dated at Waukegan, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

County Clerk

### HIGHWAYS COMMISSIONER'S CERTIFICATE

State of Illinois }  
County of Lake } S.S.

I, \_\_\_\_\_ hereby acknowledge and accept the vacation of part of Case Road as described herein in accordance with the laws of the State of Illinois.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

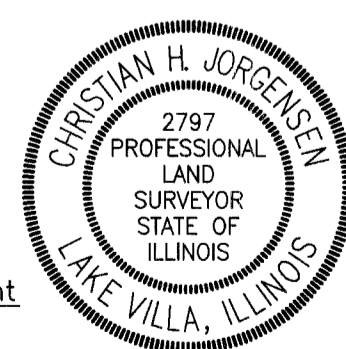
Wauconda Township Highway Commissioner

State of Illinois }  
County of Lake } S.S.

This is to certify that We, Jorgensen & Associates, Inc., an Illinois Professional Design Firm Land Surveying Corporation, Number 184-2771, have surveyed and prepared the Plat of Vacation and legal description of part of Case Road as shown herein in Section 15, Township 44 North, Range 9 East of the Third Principal Meridian, Lake County, and that the plat and legal description hereon is a true and correct representation of said survey and description.

Dated at Lake Villa, Illinois, this 8th day of June, A.D., 2022.

*Christian H. Jorgensen*  
Christian H. Jorgensen, President  
Illinois Professional Land Surveyor No. 35-2797  
License Expiration Date: November 30, 2022



Mail to:  
Wauconda Township  
Attention Highway Commissioner  
505 W. Bonner Road  
Wauconda, Illinois 60084

SCHOOL TRUSTEES  
SUBDIVISION  
Recorded March 2, 1914  
as Document No. 151825

P.O.C. Parcel 1  
Found 3 1/4" Lake County D.O.T.  
Survey Marker according to "Monument  
Record" recorded November 15, 2000  
as Doc. 4608829

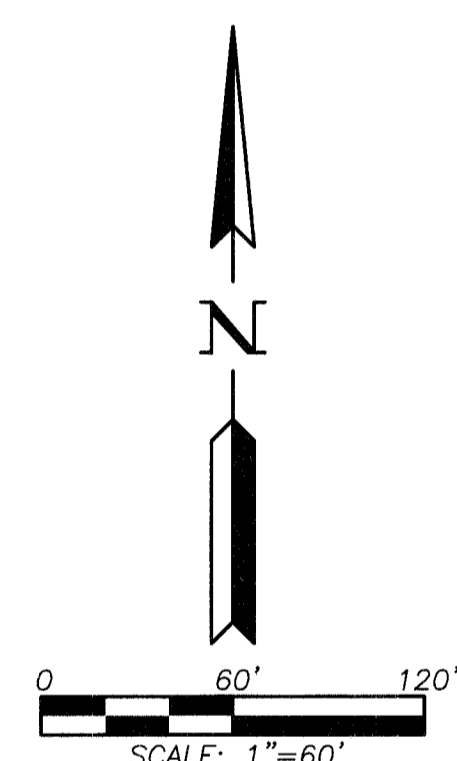
P.O.C. Parcel 2  
Found Old 1" Iron Pipe according to  
"Monument Record" recorded August  
25, 2021 as Doc. 7820438

### AREA SUMMARY

Parcel 1 containing 0.568 Acre, more or less.  
Parcel 2 containing 0.578 Acre, more or less.

### PERMANENT INDEX NUMBER

Parcel 1 09-15-100-004  
Parcel 2 09-15-100-001



Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2011) East Zone.

All dimensions are measured unless otherwise specified. Areas shown on this plat are ground. All measured and computed distances are grid not ground. To obtain ground distances, divide grid distances shown by the combined factor of 0.9999453206.

### LEGEND

- Quarter Section Corner
- Quarter Section Line
- Vacated Right of Way
- Existing Right of Way Line
- Center Line
- Property (Deed) Line
- Measured Dimension
- Record Dimension
- Found Iron Pipe or Iron Rod

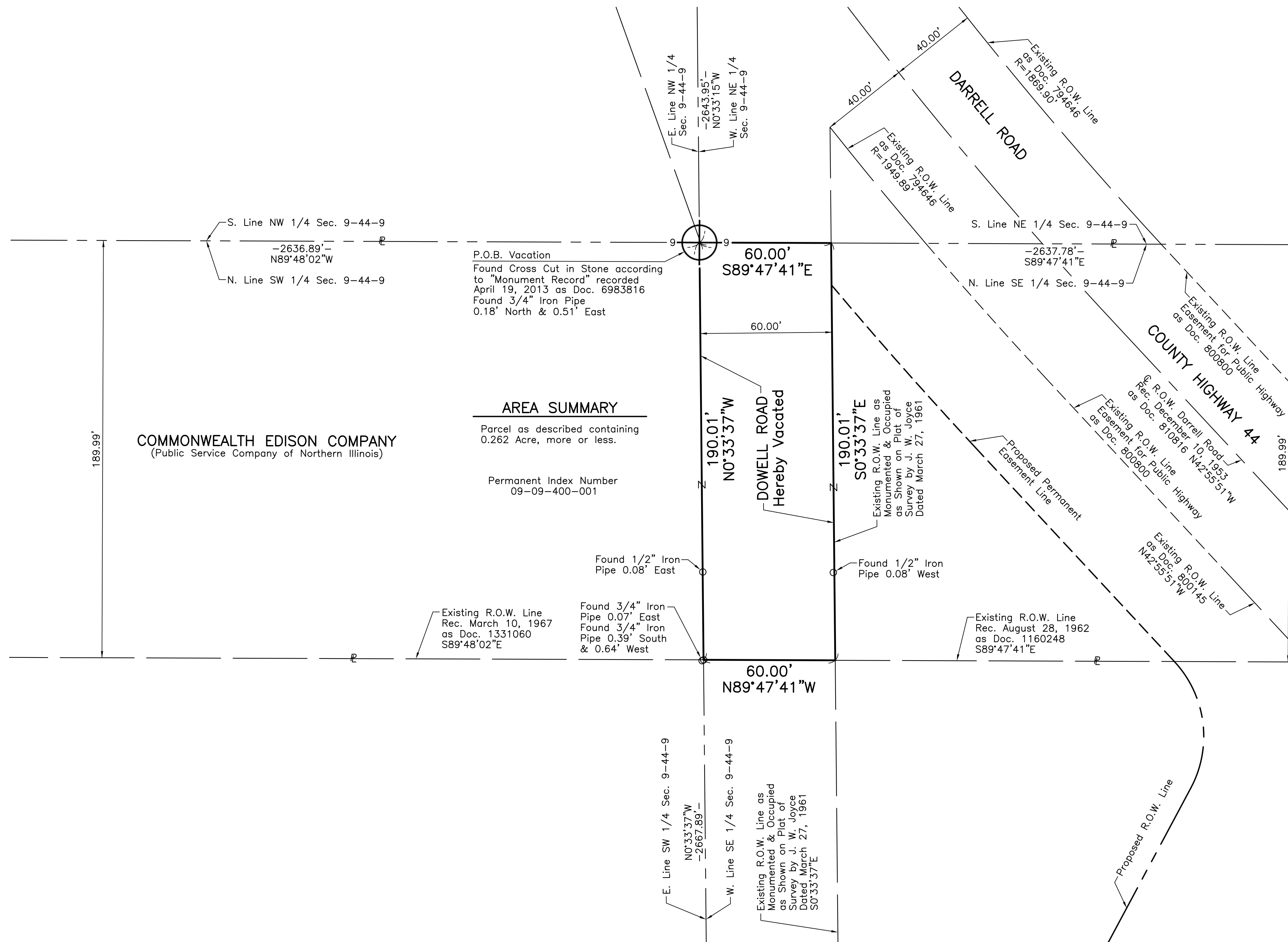
JORGENSEN & ASSOCIATES, INC.  
(847) 356-3371

# PLAT OF VACATION of

120 PARK AVENUE  
LAKE VILLA, ILLINOIS 60046

That part of the Southeast Quarter of Section 9, Township 44 North, Range 9 East of the Third Principal Meridian, in Lake County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999453206, described as follows:

Beginning at the northwest corner of the Southeast Quarter of said Section 9; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of South 89 degrees 47 minutes 41 seconds East along the north line of the Southeast Quarter of said Section 9, a distance of 60.00 feet to the east right of way line of Dowell Road, as monumented and occupied, being 60.00 feet normally distant East of the west line of the Southeast Quarter of said Section 9; thence South 0 degrees 33 minutes 37 seconds East along the said east right of way line of Dowell Road, as monumented and occupied, being 60.00 feet normally distant East of and parallel with the west line of the Southeast Quarter of said Section 9, a distance of 190.01 feet to the south line of the Commonwealth Edison Company (formerly Public Service Company of Northern Illinois) right of way recorded August 28, 1962 as document number 1160248; thence North 89 degrees 47 minutes 41 seconds West along the said south line of the Commonwealth Edison Company (formerly Public Service Company of Northern Illinois) right of way, a distance of 60.00 feet to the west line of the Southeast Quarter of said Section 9; thence North 0 degrees 33 minutes 37 seconds West along the west line of the Southeast Quarter of said Section 9, a distance of 190.01 feet to the point of beginning.



### AREA SUMMARY

Parcel as described containing 0.262 Acre, more or less.  
Permanent Index Number 09-09-400-001

Found 1/2" Iron Pipe 0.08' East  
Found 1/2" Iron Pipe 0.08' West  
Found 3/4" Iron Pipe 0.07' East  
Found 3/4" Iron Pipe 0.39' South & 0.64' West  
Existing R.O.W. Line Rec. March 10, 1967 as Doc. 1331060 S89°48'02"E  
Existing R.O.W. Line Rec. August 28, 1962 as Doc. 1160248 S89°47'41"E

### COUNTY CLERK'S CERTIFICATE

State of Illinois }  
County of Lake } S.S.  
I, \_\_\_\_\_ County Clerk of Lake County, Illinois, do hereby certify that there are no delinquent taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the subject plat. I further certify that I have received all statutory fees in connection with the subject plat.

Dated at Waukegan, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

County Clerk

### HIGHWAYS COMMISSIONER'S CERTIFICATE

State of Illinois }  
County of Lake } S.S.  
I, \_\_\_\_\_ hereby acknowledge and accept the vacation of part of Dowell Road as described hereon in accordance with the laws of the State of Illinois.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

Wauconda Township Highway Commissioner

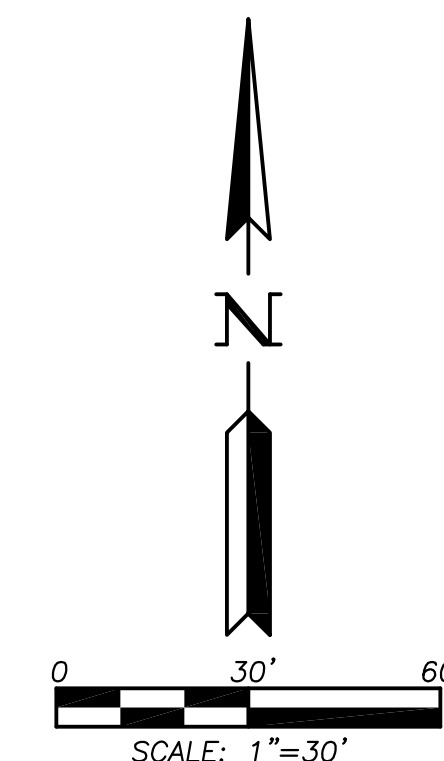
State of Illinois }  
County of Lake } S.S.

This is to certify that We, Jorgensen & Associates, Inc., an Illinois Professional Design Firm Land Surveying Corporation, Number 184-2771, have surveyed and prepared the Plat of Vacation and legal description of part of Dowell Road as shown hereon in Section 9, Township 44 North, Range 9 East of the Third Principal Meridian, Lake County, and that the plat and legal description hereon is a true and correct representation of said survey and description.

Dated at Lake Villa, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2022.

**FOR REVIEW PURPOSES ONLY**  
\_\_\_\_\_  
President  
Illinois Professional Land Surveyor No. 35-2797  
License Expiration Date: November 30, 2022

Mail to:  
Wauconda Township  
Attention Highway Commissioner  
505 W. Bonner Road  
Wauconda, Illinois 60084



Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2011) East Zone.

All dimensions are measured unless otherwise specified. Areas shown on this plat are ground. All measured and computed distances are grid not ground. To obtain ground distances, divide grid distances shown by the combined factor of 0.9999453206.

### LEGEND

- Quarter Section Corner
- Quarter Section Line
- Vacated Right of Way
- Existing Right of Way Line
- Existing Easement Line
- Center Line
- Property (Deed) Line
- Measured Dimension
- Record Dimension
- Found Iron Pipe or Iron Rod