#### **AGREEMENT**

### BETWEEN THE COUNTY OF LAKE

### AND THE VILLAGE OF ROUND LAKE BEACH

FOR THE DEDICATION OF RIGHT-OF-WAY, GRANTING OF A PERMANENT EASEMENT AND TEMPORARY EASEMENTS,

AND FOR A HIGHWAY IMPROVEMENT PROJECT INCLUDING THE CONSTRUCTION OF DETENTION PONDS, DRAINAGE IMPROVEMENTS, MULTI-USE PATH, SIDEWALK, LANDSCAPED AREAS, WATERMAIN AND SANITARY SEWER ALONG ROLLINS ROAD (COUNTY HIGHWAY 31), HAINESVILLE ROAD (COUNTY HIGHWAY 24), AND IL ROUTE 83

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 ROUND LAKE BEACH, an Illinois Municipal Corporation,
acting by and through its Mayor and Village Board, 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 at the intersection of Rollins Road (County Highway 31) and Illinois Route 83, hereinafter referred to as the IMPROVEMENT. Said IMPROVEMENT shall also be known as COUNTY Section 08-00080-56-BR; and,

**WHEREAS,** said roadway improvements shall include, but not be limited to improvements to the Rollins Road/Illinois Route 83 intersection and a grade separation of the Wisconsin Central Railroad and Rollins Road; and,

WHEREAS, the COUNTY shall prepare all surveys, design engineering plans and specifications, bid documents and furnish construction engineering supervision, and cause the IMPROVEMENT to be built in accordance with the plans, specifications, and construction contract, subject to the approval of IDOT (hereinafter PLANS). As of this writing, the current PLANS are the pre-final set of plans dated January 11, 2013, prepared by Alfred Benesch & Company. Said PLANS by reference herein are hereby made a part hereof; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires two areas of real property, one abutting Rollins Road and one abutting Hainesville Road, which are presently owned by the VILLAGE. Said real property is to be added to the Lake County Highway System (said real property is hereinafter referred to as RIGHT-OF-WAY); and,

WHEREAS, once said RIGHT-OF-WAY is granted to the COUNTY, 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). The COUNTY may also thereafter permit the use of the RIGHT-OF-WAY pursuant to the Lake County Highway Access Regulation Ordinance, as amended, and the Lake County Highway Temporary Closure and Utility and Facility Placement Ordinance, as amended; and,

**WHEREAS,** included in, or necessary for, the IMPROVEMENT is the construction of detention pond(s) located at the southeast corner of Rollins Road and Hainesville Road (hereinafter DETENTION PONDS), in accordance with the PLANS; and,

**WHEREAS,** included in, or necessary for, the IMPROVEMENT is the construction of drainage improvements within real property presently owned by the VILLAGE, located west of Hainesville Road (hereinafter DRAINAGE IMPROVEMENTS), in accordance with the PLANS; and,

WHEREAS, to allow the COUNTY to perpetually maintain certain storm sewer and appurtenances serving the DRAINAGE IMPROVEMENTS, it is appropriate for the VILLAGE to grant a permanent easement to the COUNTY (hereinafter PERMANENT EASEMENT); and,

WHEREAS, it has been also determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires four temporary easements on VILLAGE owned property, two adjacent to the north side of Rollins Road, one northwest of the current northerly terminus of Hainesville Road, and one adjacent to the westerly right of way line of the Wisconsin Central Ltd. (hereinafter TEMPORARY EASEMENTS); and,

**WHEREAS**, the Plat of Highways and legal descriptions showing the RIGHT-OF-WAY, PERMANENT EASEMENT, and TEMPORARY EASEMENTS (hereinafter PLAT) are attached hereto as EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the VILLAGE is desirous that the COUNTY construct a multi-use path and sidewalk (hereinafter MULTI-USE PATH and SIDEWALK, respectively) as part of the IMPROVEMENT, within the VILLAGE corporate limits, as municipal facilities, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and

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

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

WHEREAS, the VILLAGE is desirous that the COUNTY should relocate and/or adjust said VILLAGE-owned WATERMAIN and SANITARY SEWER in conflict with the proposed IMPROVEMENT and this relocation work shall be included as part of the IMPROVEMENT in accordance with the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS,** the PLANS contain a landscaping plan (hereinafter LANDSCAPING PLAN) detailing the size, type and species of live planted materials (hereinafter LANDSCAPE MATERIALS) to be installed along designated landscaped areas as part of the IMPROVEMENT (hereinafter LANDSCAPED AREAS), in accordance with the PLANS; and,

**WHEREAS**, the designated LANDSCAPED AREAS being installed as part of the IMPROVEMENT lie within VILLAGE corporate limits; and,

WHEREAS, the VILLAGE is desirous of entering into an agreement with the COUNTY, specifically addressing the DRAINAGE IMPROVEMENTS, DETENTION PONDS, MULTI-USE PATH, SIDEWALK, WATERMAIN, SANITARY SEWER, and LANDSCAPED AREAS (all hereinafter defined as the "VILLAGE IMPROVEMENTS") as generally depicted in the attached EXHIBIT B and EXHIBIT C to THIS AGREEMENT, which are attached hereto and are hereby made a part hereof; and,

**WHEREAS**, the estimated total cost to the VILLAGE for its share of the VILLAGE IMPROVEMENTS is as indicated in EXHIBIT D to THIS AGREEMENT which is attached hereto and hereby made a part hereof; and,

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

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

## SECTION I. Recitals/Headings

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

## SECTION II. Construction of the IMPROVEMENT

1. The COUNTY agrees to prepare the PLANS, and the VILLAGE shall have the opportunity to review and approve the PLANS with regards to work related to the VILLAGE IMPROVEMENTS. Said approval shall not be unreasonably withheld by the

#### VILLAGE.

- 2. The COUNTY agrees to construct the IMPROVEMENT and to provide and install the VILLAGE IMPROVEMENTS with reimbursement by the VILLAGE as stipulated hereafter in the attached EXHIBIT D.
- 3. It is mutually agreed by and between the parties hereto that, as of this writing, the anticipated COUNTY construction letting date for the IMPROVEMENT is May 21, 2013. The date of said scheduled COUNTY construction letting is subject to change without notice to the VILLAGE and is a function of the availability of funding and project readiness.

## SECTION III. Dedication of RIGHT-OF-WAY; Grant of PERMANENT EASEMENT 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 VILLAGE's fee simple dedication of the RIGHT-OF-WAY to the COUNTY.
- 2. The COUNTY agrees to prepare at its sole expense all necessary land acquisition documents for the conveyance of the RIGHT-OF-WAY and for the granting of the PERMANENT EASEMENT and the TEMPORARY EASEMENTS.
- 3. The VILLAGE agrees to dedicate to the COUNTY, for public roadway purposes, the RIGHT-OF-WAY, as depicted on the PLAT, with no reimbursement by the COUNTY.
- 4. The VILLAGE agrees to grant to the COUNTY, for the purpose of constructing the VILLAGE IMPROVEMENTS, the PERMANENT EASEMENT and the TEMPORARY EASEMENTS, as depicted on the PLAT, with no reimbursement by the COUNTY.
- 5. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY ENGINEER the conveyance documents for said RIGHT-OF-WAY, PERMANENT EASEMENT and TEMPORARY EASEMENTS within ten (10) working days of the receipt of said documents.

### SECTION IV.

### Construction of VILLAGE IMPROVEMENTS

- 1. The COUNTY agrees to construct the DRAINAGE IMPROVEMENTS in accordance with the approved PLANS with no reimbursement by the VILLAGE.
- 2. The COUNTY agrees to construct the DETENTION PONDS in accordance with the approved PLANS with no reimbursement by the VILLAGE.
- 3. The COUNTY agrees to construct the MULTI-USE PATH and SIDEWALK in accordance with the approved PLANS with reimbursement by the VILLAGE as stipulated in the attached EXHIBIT D.
- 4. The COUNTY agrees to construct the LANDSCAPED AREAS and to provide and install LANDSCAPE MATERIALS in the LANDSCAPED AREAS in accordance with the approved LANDSCAPING PLAN with no reimbursement by the VILLAGE.
- 5. The COUNTY agrees to construct the WATERMAIN and SANITARY SEWER in accordance with the approved PLANS with reimbursement by the VILLAGE as stipulated in the attached EXHIBIT D.
- 6. The VILLAGE agrees to assist with facilitating the relocation and construction of said WATERMAIN and SANITARY SEWER with local village residents and property owners including providing notice of any temporary water and/or sewer service interruptions.

### SECTION V.

### **Maintenance of the VILLAGE IMPROVEMENTS**

- 1. The VILLAGE agrees to maintain, or cause to be maintained, the MULTI-USE PATH and SIDEWALK, as specified in EXHIBIT B, with no reimbursement by the COUNTY.
- 2. The COUNTY agrees to perpetually maintain, or cause to be maintained, certain storm sewers and appurtenances serving the DETENTION PONDS, located at the southeast corner of Rollins Road and Hainesville Road, with no reimbursement by the VILLAGE.

- 3. The VILLAGE agrees to maintain, or cause to be maintained, the LANDSCAPE MATERIALS surrounding the DETENTION PONDS and within all the LANDSCAPED AREAS as specified in EXHIBIT C, with no reimbursement by the COUNTY.
- 4. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the VILLAGE shall commence its maintenance upon the MULTI-USE PATH, SIDEWALK and LANDSCAPE MATERIALS surrounding the DETENTION PONDS and in all the LANDSCAPED AREAS.
- 5. The COUNTY shall include in the PLANS a requirement for a full-replacement guarantee should any of the LANDSCAPE MATERIALS not remain in a live, healthy condition throughout the construction of the IMPROVEMENT and for a period of one (1) year following the date of planting, per the Standard Specification contained within the construction contract.
- 6. It is mutually agreed by and between the parties hereto that should any of the specified LANDSCAPE MATERIALS included in the LANDSCAPED AREAS show signs of decline and/or disease, as mutually determined by the COUNTY and the VILLAGE, except to the extent covered by the guarantee described in Paragraph 5 above, the VILLAGE shall promptly remove and replace said LANDSCAPE MATERIALS at its sole expense.
- 7. The VILLAGE agrees to maintain or cause to be maintained, the WATERMAIN and SANITARY SEWER, with no reimbursement by the COUNTY.
- 8. It is further mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE shall perform its maintenance on the mutually agreed upon items of the VILLAGE IMPROVEMENTS within the County highway right-of-way 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 standard form supplied by the COUNTY, a MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by the effective date of THIS AGREEMENT for the maintenance of the DETENTION PONDS, SIDEWALK, MULTI-USE PATH, LANDSCAPED AREAS, WATERMAIN and

SANITARY SEWER, the approval of which shall not be unreasonably withheld by the COUNTY. If said MUNICIPAL ACCEPTANCE FORM is not submitted and approved, the COUNTY is under no obligation to include the above items in the construction of the IMPROVEMENT.

### SECTION VI. The VILLAGE's Reimbursements to the COUNTY

- 1. It is the intent and stipulation of THIS AGREEMENT that the costs will be divided in accordance with the "Portion Attributable to the VILLAGE" shown in Exhibit D.
- 2. It is mutually agreed by and among the parties hereto that, pursuant to the Lake County publication, HIGHWAY TEMPORARY CLOSURE AND UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, the VILLAGE is responsible for one-hundred percent of the costs relating to the construction of the WATERMAIN and SANITARY SEWER IMPROVEMENTS. Said publication, by reference herein, is hereby made a part hereof.
- 3. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT is \$1,362,897.
- 4. The VILLAGE agrees that upon award of the contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices, an amount equal to fifty percent (50%) of its obligation incurred under THIS AGREEMENT. Payment at the time of the award and receipt of an invoice is estimated to be \$681,449.

The VILLAGE further agrees to pay the COUNTY the remaining fifty percent (50%) of its obligation under this AGREEMENT in a lump sum amount within thirty (30) days from the receipt of an invoice from the COUNTY, following completion of the project. Said remaining five percent shall be based on final costs at contract unit prices for actual work performed. Final payment to the COUNTY is estimated to be \$681,448.

#### **SECTION VII.**

#### **General Provisions**

- 1. 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, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
- 2. 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.
- 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 provisions 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 June 1, 2013, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to June 1, 2013. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to June 1, 2013, 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 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.

- 6. 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.
- 7. 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.
- 8. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto shall 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 remaining parties to THIS AGREEMENT.
- 9. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.
- 10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 11. THIS AGREEMENT shall remain in full force and effect for such a period of time as the VILLAGE IMPROVEMENTS, in whole or in part, remain in place and in use.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the IMPROVEMENT contemplated herein are not awarded by January 1, 2015.

	VILLAGE OF ROUND LAKE BEACH					
ATTEST:						
	By:					
	Mayor					
Village Clerk						
	Date:					
	RECOMMENDED FOR EXECUTION					
	Lake County					
	County Engineer/					
	Director of Transportation					
	COUNTY OF LAKE					
ATTEST:						
	By:					
	Chairman					
	Lake County of Board					
Clerk						
Lake County	Date:					

## EXHIBIT A PLAT OF HIGHWAYS County Section 08-00080-56-BR

Includes the legal descriptions for
The RIGHT-OF-WAY, the PERMANENT EASEMENT, and the TEMPORARY EASEMENTS

Exhibit A Sheet 1 of 11

DRAWN

PLOT SCALE = \$SCALE\$

PLOT DATE = \$DATE\$

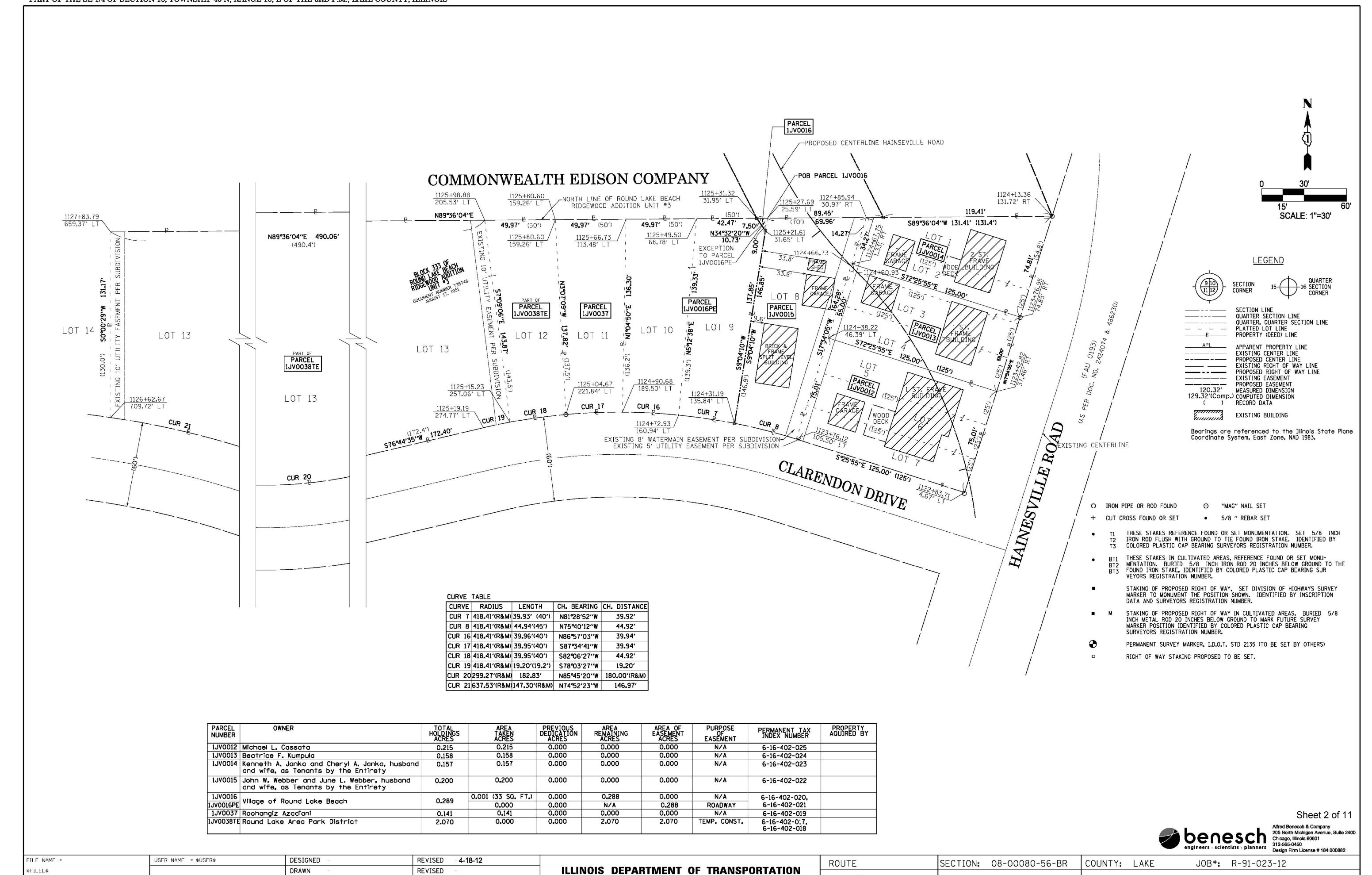
CHECKED

REVISED

REVISED

REVISED

\$FILEL\$



**PLAT OF HIGHWAYS** 

T 45N, R 10E OF 3RD P.M.

SHEET NO. 11 OF 11 SHEETS

PROJECT#

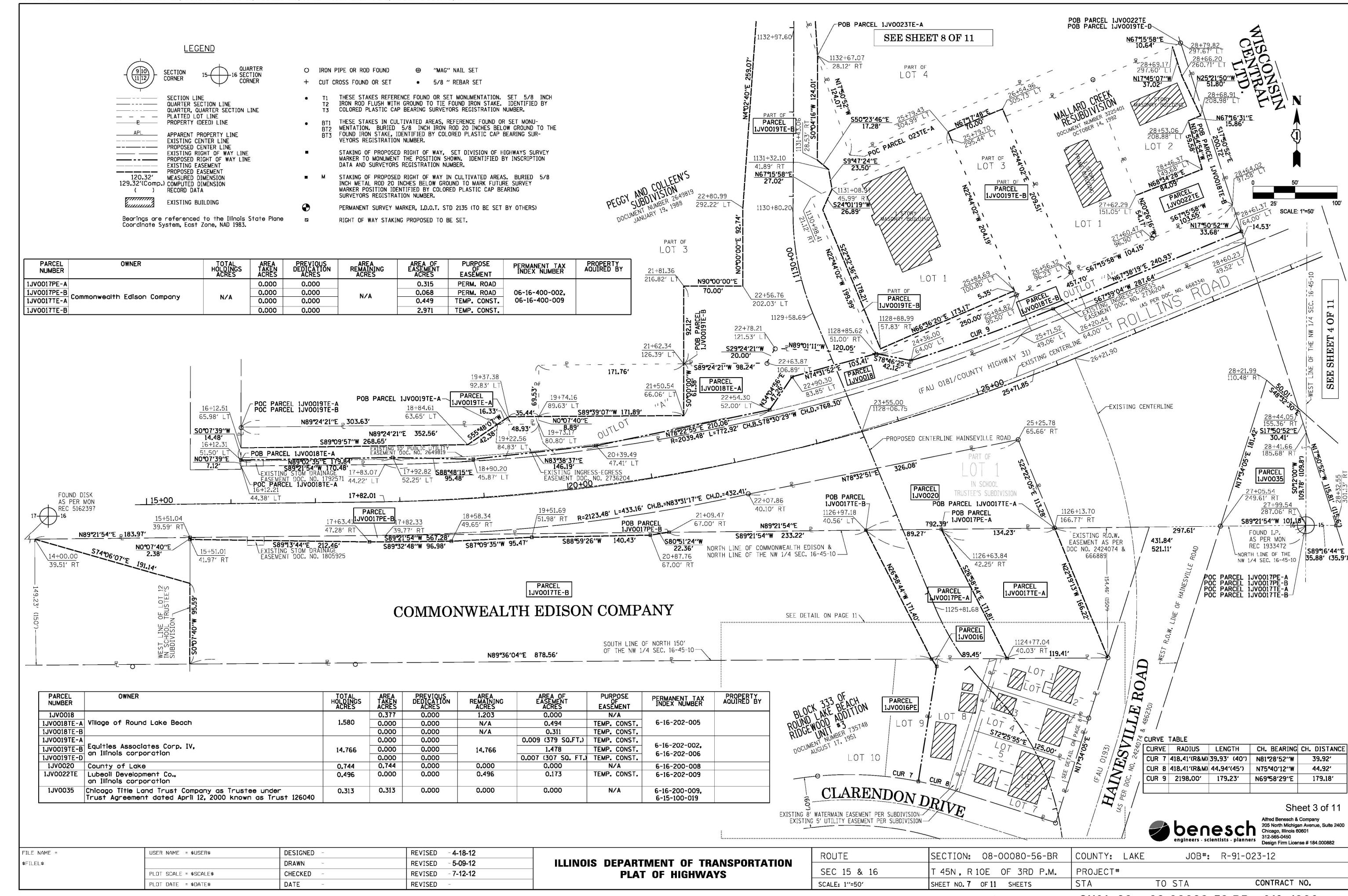
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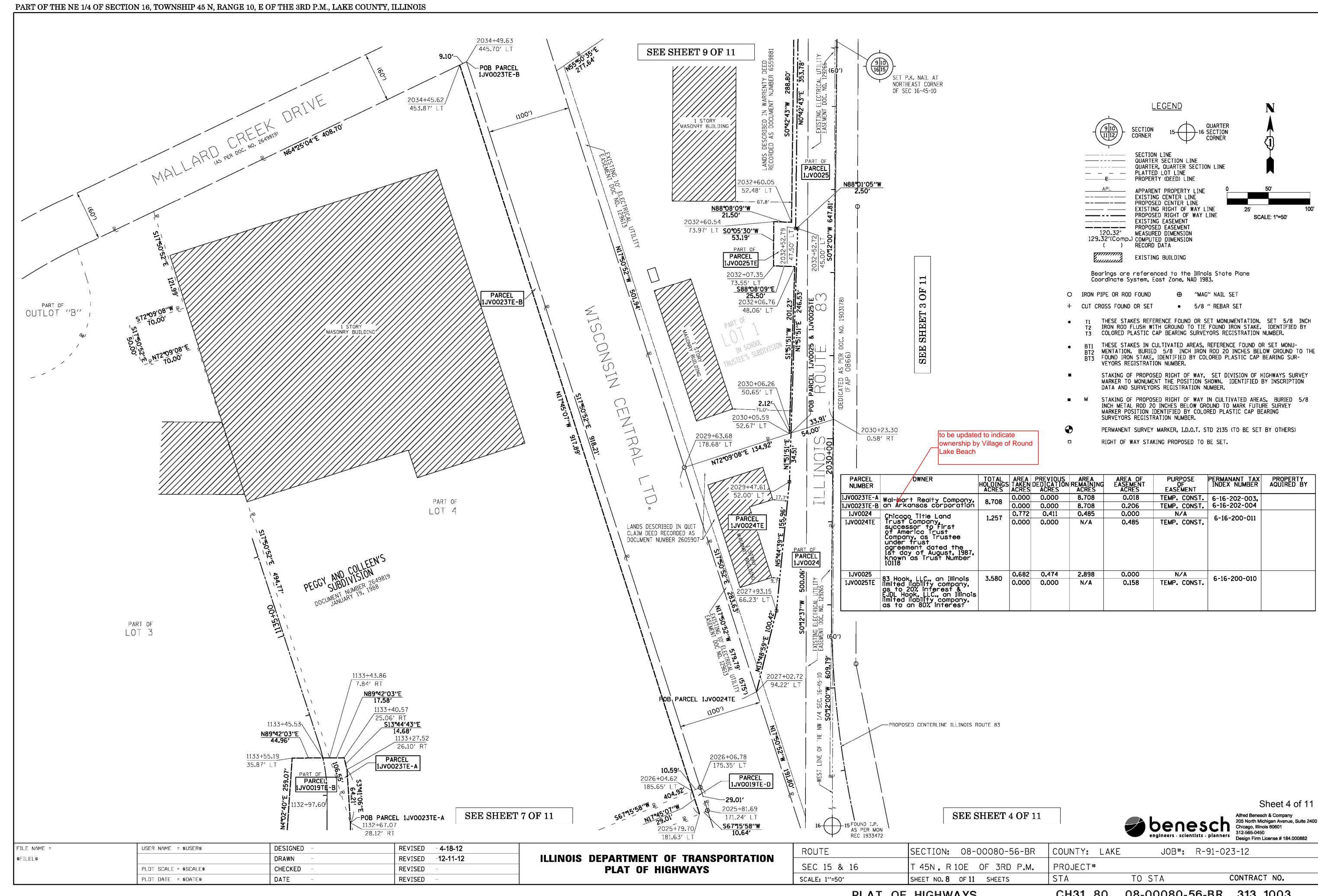
SEC 16

SCALE: 1"=20"

TO STA

CONTRACT NO.





SECTION: 08-00080-56-BR

COUNTY: LAKE
JOB NUMBER: R-91-023-12
PARCEL: 1JV0016

STATION: 1125+21.61 (Hainesville Rd.) TO STATION: 1125+31.32 (Hainesville Rd.)

OWNER: Village of Round Lake

Beach

INDEX: 06-16-402-021

### PARCEL 1JV0016

That part of Lot 9 in Block 333 in Round Lake Beach, Ridgewood addition, Unit No. 3, being a subdivision of part of Lots 11, 12 and 13 in School Trustee's Subdivision of Section 16, Township 45 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 17, 1951 as Document Number 735748, in Book 32 of Plats, Pages 50, 51, and 52 in Lake County, Illinois, more particularly described as follows:

Beginning at the northeast corner of said Lot 9; thence southerly along the East line of said Lot on an assumed bearing of South 9 degrees 04 minutes 10 seconds West, 9.00 feet; thence North 34 degrees 32 minutes 20 seconds West, 10.73 feet to the north line of said Lot; thence North 89 degrees 36 minutes 04 seconds East along said line, 7.50 feet to the Point of Beginning.

The parcel described above containing 0.001 acre, more or less.

Sheet 5 of 11

SECTION: 08-00080-56-BR

COUNTY: LAKE
JOB NUMBER: R-91-023-12
PARCEL: 1JV0016PE

STATION: 1124+31.19 (Hainesville Rd.) TO STATION: 1125+66.73 (Hainesville Rd.) OWNER: Village of Round Lake Beach

INDEX: 06-16-402-020,

06-16-402-021

### PARCEL 1JV0016PE

Lot 9 and Lot 10 in Block 333 in Round Lake Beach, Ridgewood addition, Unit No. 3, being a subdivision of part of Lots 11, 12 and 13 in School Trustee's Subdivision of Section 16, Township 45 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 17, 1951 as Document Number 735748, in Book 32 of Plats, Pages 50, 51, and 52 in Lake County, Illinois, excepting therefrom that part of said Lot 9, more particularly described as follows:

Beginning at the northeast corner of said Lot 9; thence southerly along the East line of said Lot on an assumed bearing of South 9 degrees 04 minutes 10 seconds West, 9.00 feet; thence North 34 degrees 32 minutes 20 seconds West, 10.73 feet to the north line of said Lot; thence North 89 degrees 36 minutes 04 seconds East along said line, 7.50 feet to the Point of Beginning.

The parcel described above containing 0.288 acre, more or less.

Sheet 6 of 11

SECTION: 08-00080-56-BR

COUNTY: LAKE
JOB NUMBER: R-91-023-12
PARCEL: 1JV0018

STATION: 16+12.21 (Rollins Rd.) TO STATION: 28+61.37 (Rollins Rd.)

OWNER: Village of Round Lake Beach

INDEX: 06-16-202-005

### PARCEL 1JV0018

That part of Outlot A in Peggy and Colleen's Subdivision, being a subdivision of part of Lot 1 of School Trustee's Subdivision of Section 16, Township 45 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 19, 1988 as Document 2649819 and corrected by Certificate of Correction recorded as Document No. 2656943 in Lake County, Illinois, more particularly described as follows: Beginning at the southwest corner of said Outlot; thence northerly along the west line of said Outlot on an assumed bearing of North 0 degrees 07 minutes 39 seconds East, 7.12 feet; thence North 89 degrees 02 minutes 35 seconds East, 179.84 feet; thence South 88 degrees 48 minutes 15 seconds East, 95.48 feet; thence North 83 degrees 38 minutes 37 seconds East, 146.19 feet; thence North 78 degrees 22 minutes 55 seconds East, 210.06 feet; thence North 34 degrees 04 minutes 56 seconds East, 47.26 feet; thence North 74 degrees 31 minutes 52 seconds East, 103.41 feet to the southwesterly corner of Lot 1 in said Subdivision; thence South 78 degrees 46 minutes 25 seconds East, 42.12 feet; thence 179.23 feet on a curve concave to the north having a radius of 2198.00 feet, the chord of said curve bears North 69 degrees 58 minutes 29 seconds East, 179.18 feet; thence North 67 degrees 38 minutes 19 seconds East, 240.93 feet to the easterly line of said Outlot; thence South 17 degrees 50 minutes 52 seconds East along said line, 14.53 feet to the southerly line of said Outlot; thence South 67 degrees 39 minutes 04 seconds West along said line, 287.64 feet; thence westerly along said line 772.92 feet on a curve concave northerly having a radius of 2039.48 feet, the chord of said curve bears South 78 degrees 30 minutes 29 seconds West, 768.30 feet; thence South 89 degrees 21 minutes 54 seconds West along said line, 170.48 feet to the Point of Beginning.

The parcel described above containing 0.377 acre, more or less.

Sheet 7 of 11

SECTION: 08-00080-56-BR

COUNTY: LAKE
JOB NUMBER: R-91-023-12
PARCEL: 1JV0018TE-A

STATION: 16+12.31 (Rollins Rd.)

TO STATION: 1128+85.62 (Hainesville Rd.) OWNER: Village of Round Lake Beach

INDEX: 06-16-202-005

### PARCEL 1JV0018TE-A

That part of Outlot A in Peggy and Colleen's Subdivision, being a subdivision of part of Lot 1 of School Trustee's Subdivision of Section 16, Township 45 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 19, 1988 as Document 2649819 and corrected by Certificate of Correction recorded as Document No. 2656943 in Lake County, Illinois, more particularly described as follows: Commencing at the southwest corner of said Outlot; thence northerly along the west line of said Outlot on an assumed bearing of North 0 degrees 07 minutes 39 seconds East, 7.12 feet to the Point of Beginning; thence North 89 degrees 02 minutes 35 seconds East, 179.84 feet; thence South 88 degrees 48 minutes 15 seconds East, 95.48 feet; thence North 83 degrees 38 minutes 37 seconds East, 146.19 feet; thence North 78 degrees 22 minutes 55 seconds East, 210.06 feet; thence North 34 degrees 04 minutes 56 seconds East, 47.26 feet; thence North 74 degrees 31 minutes 52 seconds East, 103.41 feet to the southwesterly corner of Lot 1 in said Subdivision, said corner also being on the northerly line of the owner's property; thence North 89 degrees 01 minutes 11 seconds West along said line, 120.05 feet; thence South 29 degrees 24 minutes 21 seconds West along said line, 20.00 feet; thence South 89 degrees 24 minutes 21 seconds West along said line, 98.24 feet; thence South 0 degrees 00 minutes 00 seconds West, 61.38 feet; thence South 89 degrees 39 minutes 07 seconds West, 171.89 feet; South 0 degrees 07 minutes 40 seconds West, 8.89 feet; thence South 89 degrees 24 minutes 21 seconds West, 48.93 feet: thence South 55 degrees 48 minutes 07 seconds West, 42.38 feet; thence South 89 degrees 09 minutes 57 seconds West, 268.65 feet to the West line of said Outlot; thence South 0 degrees 07 minutes 39 seconds West along said line, 14.48 feet to the Point of Beginning.

The parcel described above containing 0.494 acre, more or less.

Sheet 8 of 11

SECTION: 08-00080-56-BR

COUNTY: LAKE
JOB NUMBER: R-91-023-12
PARCEL: 1JV0018TE-B

STATION: 1128+85.62 (Hainesville Rd.)

TO STATION: 28+64.02

OWNER: Village of Round Lake Beach

INDEX: 06-16-202-005

### PARCEL 1JV0018TE-B

That part of Outlot A in Peggy and Colleen's Subdivision, being a subdivision of part of Lot 1 of School Trustee's Subdivision of Section 16, Township 45 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 19, 1988 as Document 2649819 and corrected by Certificate of Correction recorded as Document No. 2656943 in Lake County, Illinois, more particularly described as follows:

Beginning at the northeast corner of said Outlot; thence southwesterly along the northwesterly line of said Outlot on an assumed bearing of South 67 degrees 15 minutes 58 seconds West, 457.70 feet to the southwesterly corner of Lot 1 in said subdivision; thence South 78 degrees 46 minutes 25 seconds East, 42.12 feet; thence 179.23 feet on a curve concave to the north having a radius of 2198.00 feet, the chord of said curve bears North 69 degrees 58 minutes 29 seconds East, 179.18 feet; thence North 67 degrees 38 minutes 19 seconds East, 240.93 feet to the easterly line of said Outlot; thence North 17 degrees 50 minutes 52 seconds West along said line, 33.68 feet to the Point of Beginning.

The parcel described above containing 0.311 acre, more or less.

Sheet 9 of 11

SECTION: 08-00080-56-BR

COUNTY: LAKE
JOB NUMBER: R-91-023-12
PARCEL: 1JV0023TE-A

STATION: 1132+67.07 (Hainesville Rd.)
TO STATION: 1133+43.86 (Hainesville Rd.)
OWNER: Village of Round Lake Beach
INDEX: 06-16-202-003, 06-16-202-004

### PARCEL 1JV0023TE-A

That part of Lot 4 in Peggy and Colleen's Subdivsion, being a subdivision of part of Lot 1 in School Trustees' Subdivision of Section 16, Township 45 North, Range 10 East of the Third Principal Meridian, according to the plat thereof, recorded January 19, 1988 as Document 2649819 and corrected by Certificate of Correction recorded February 16, 1988 as Document 2656943, in Lake County, Illinois, more particularly described as follows: Commencing at the southwesterly corner of said Lot 4; thence northerly along the westerly line of said Lot on an assumed bearing of North 17 degrees 50 minutes 52 seconds West, 124.07 feet to the Point of Beginning; thence continuing along said line North 17 degrees 50 minutes 52 seconds West, 106.55 feet; thence North 89 degrees 42 minutes 03 seconds East, 17.58 feet; thence South 13 degrees 44 minutes 43 seconds East, 14.68 feet; thence South 3 degrees 41 minutes 06 seconds East, 64.21 feet to the Point of Beginning.

The parcel described above containing 0.018 acre, more or less.

Sheet 10 of 11

SECTION: 08-00080-56-BR

COUNTY: LAKE
JOB NUMBER: R-91-023-12
PARCEL: 1JV0023TE-B

STATION: 2026+04.62 (IL Rte. 83) TO STATION: 2034+49.63 (IL Rte. 83)

OWNER: Village of Round Lake Beach INDEX: 06-16-202-003, 06-16-202-004

### PARCEL 1JV0023TE-B

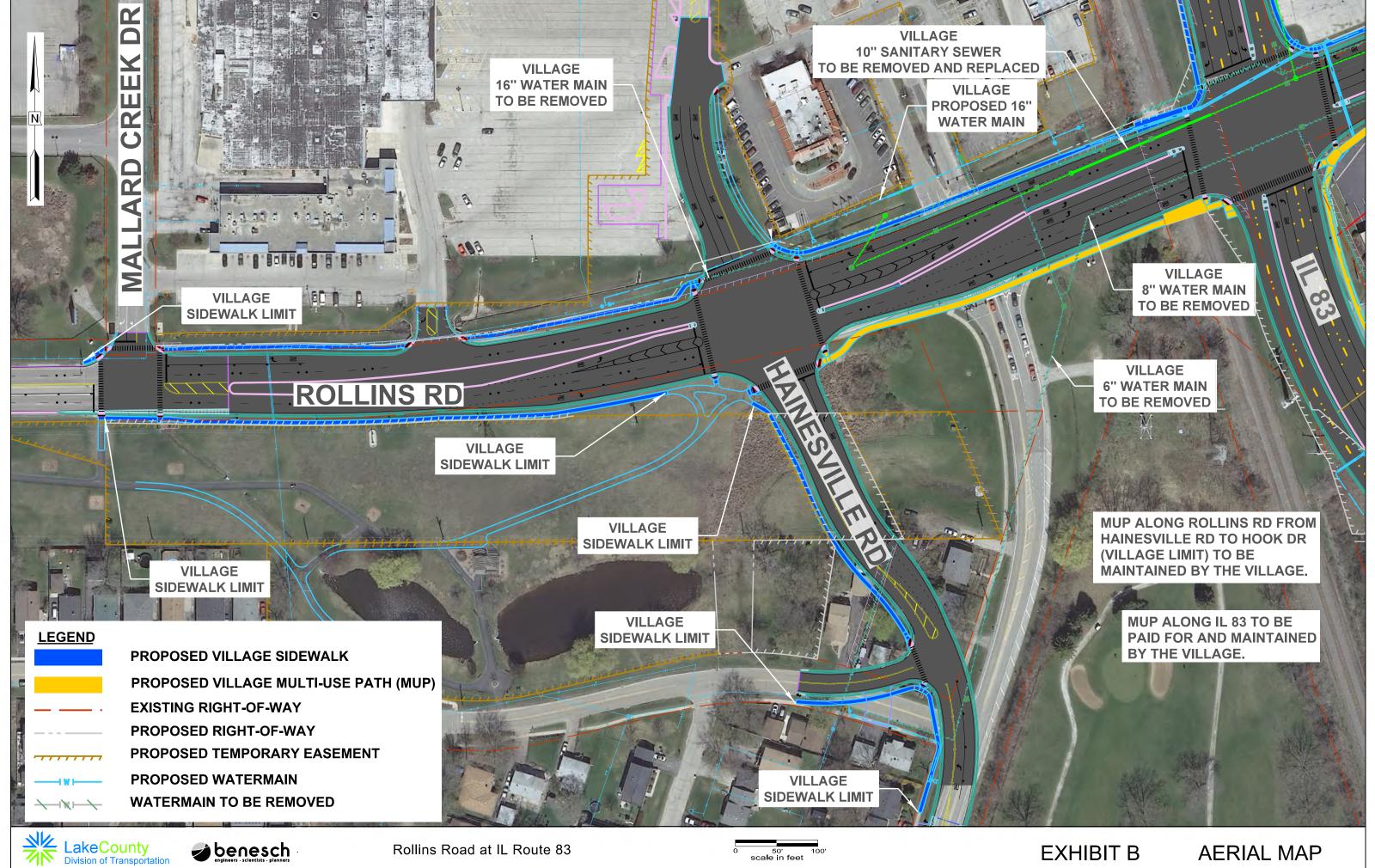
That part of Lot 4 in Peggy and Colleen's Subdivsion, being a subdivision of part of Lot 1 in School Trustees' Subdivision of Section 16, Township 45 North, Range 10 East of the Third Principal Meridian, according to the plat thereof, recorded January 19, 1988 as Document 2649819 and corrected by Certificate of Correction recorded February 16, 1988 as Document 2656943, in Lake County, Illinois, more particularly described as follows: Beginning at the northeasterly corner of said Lot 4; thence southerly along the easterly line of said Lot on an assumed bearing of South 17 degrees 50 minutes 52 seconds East, 918.21 feet to the southeasterly corner of said Lot; thence South 67 degrees 15 minutes 58 seconds West along the southerly line of said Lot, a distance of 10.59 feet; thence North 17 degrees 45 minutes 07 seconds West, 917.89 feet to the northerly line of said Lot; thence North 64 degrees 25 minutes 04 seconds East, 9.10 feet to the Point of Beginning.

The parcel described above containing 0.206 acre, more or less.

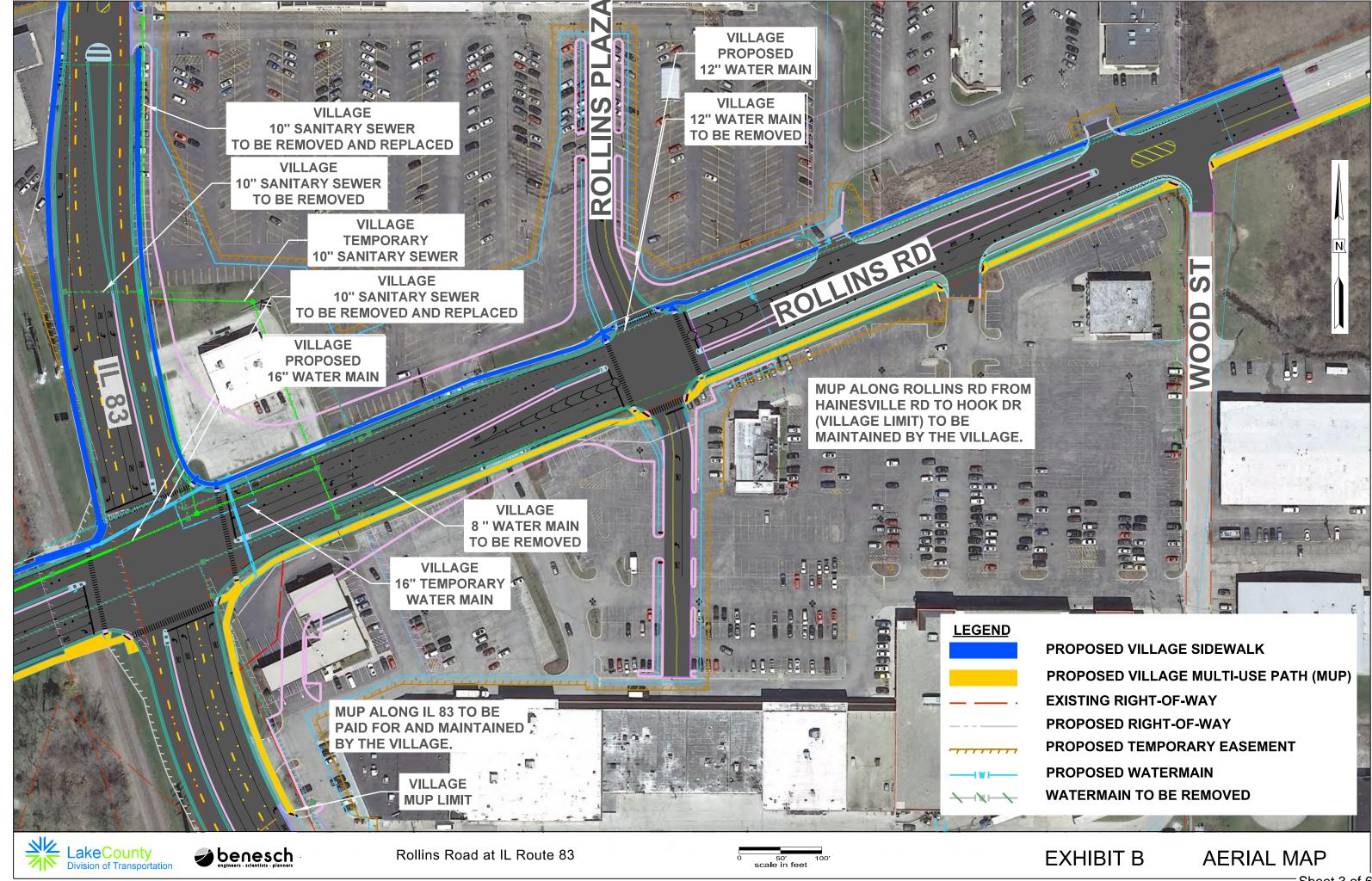
Sheet 11 of 11

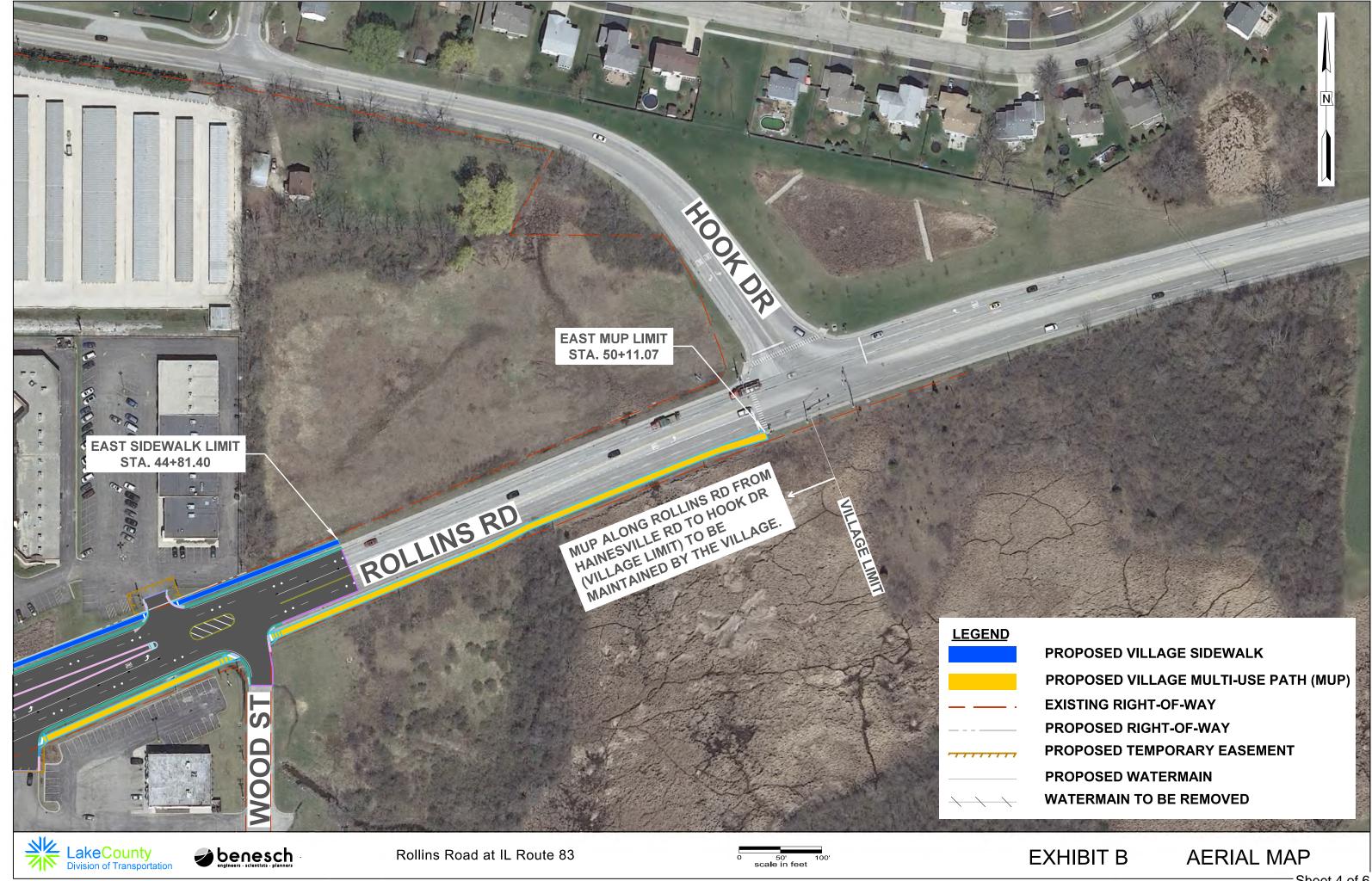
# EXHIBIT B Aerial Map for the IMPROVEMENT County Section 08-00080-56-BR

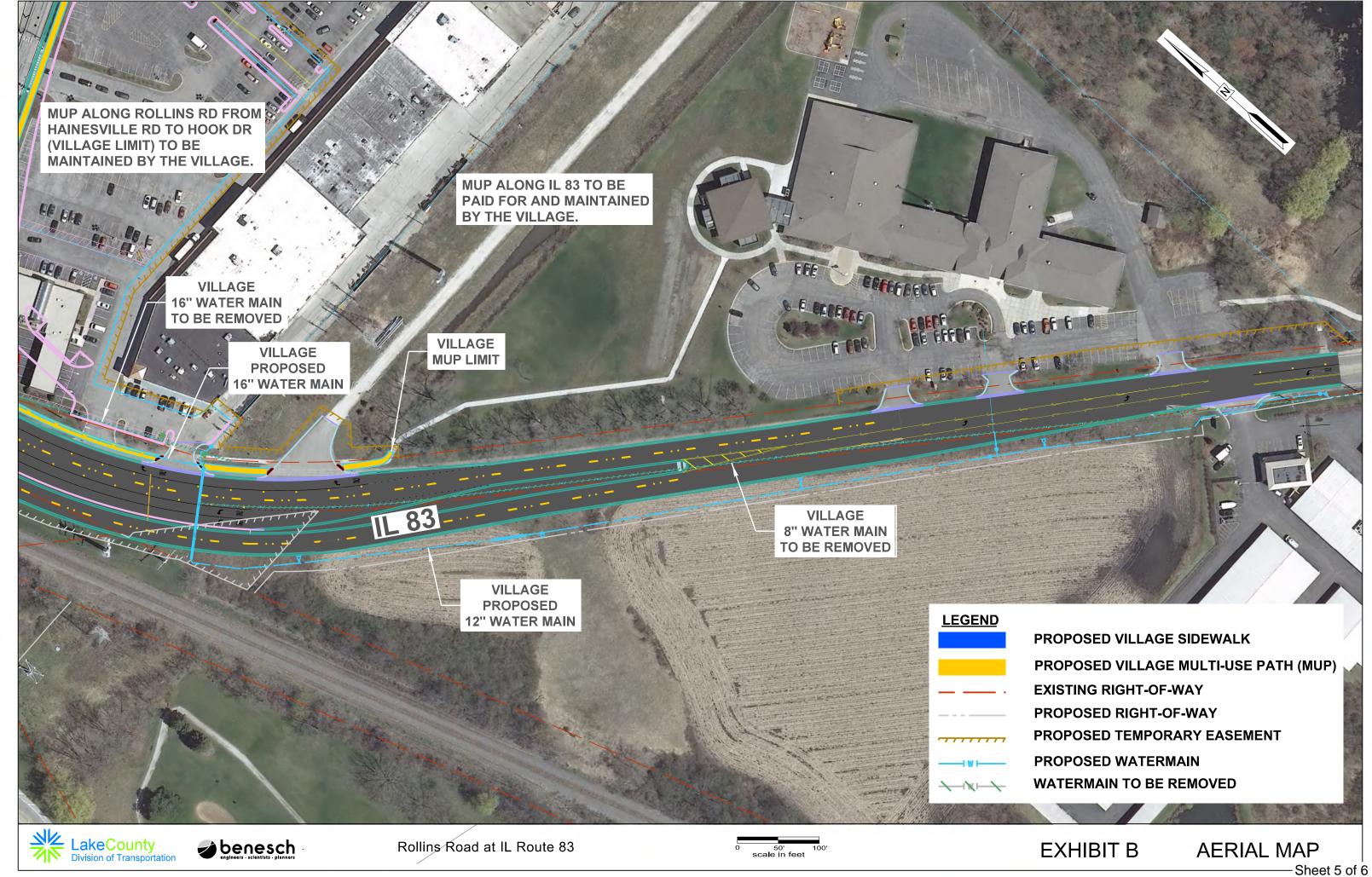
Exhibit B Sheet 1 of 6

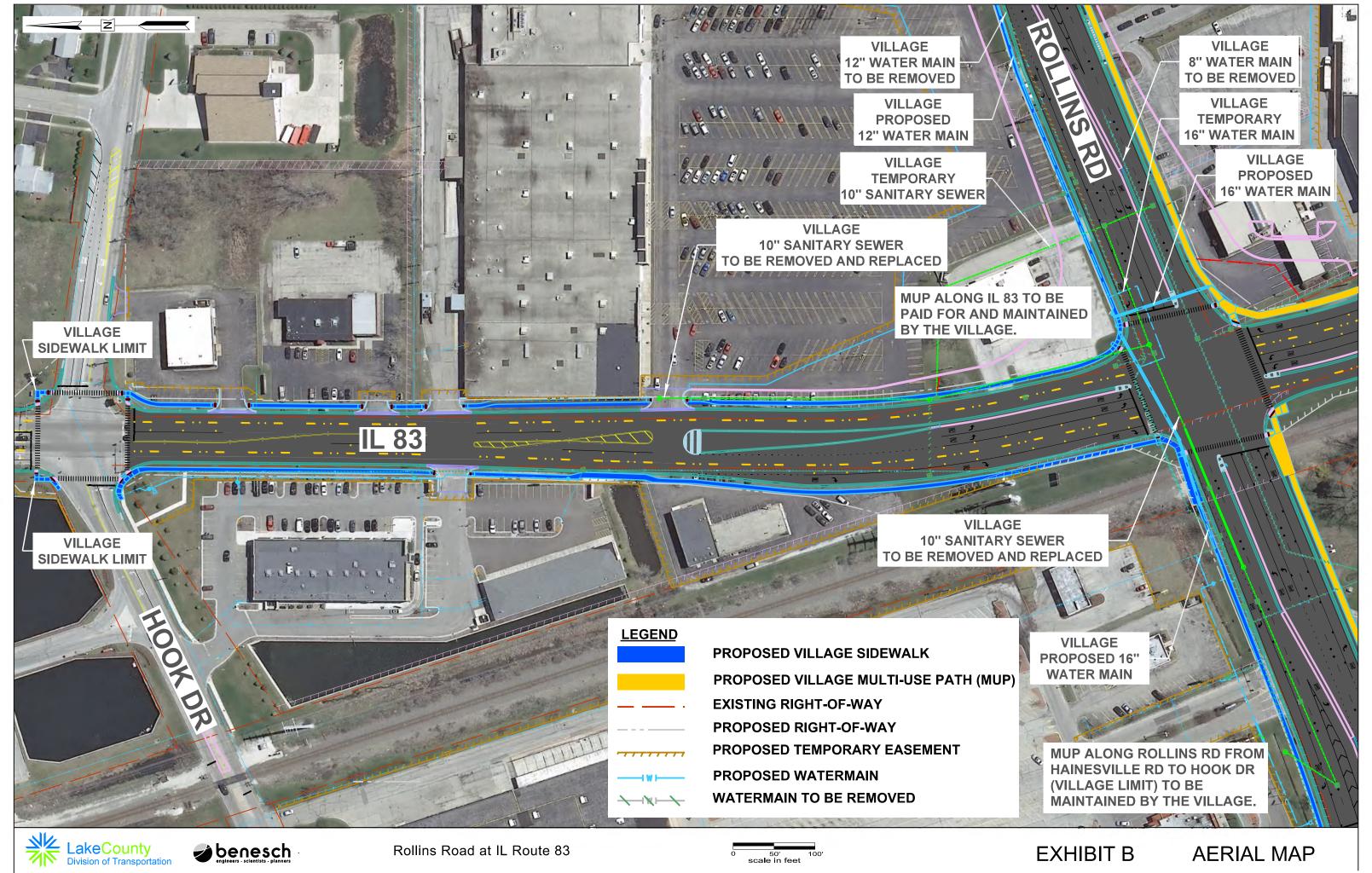


—Sheet 2 of 6 -





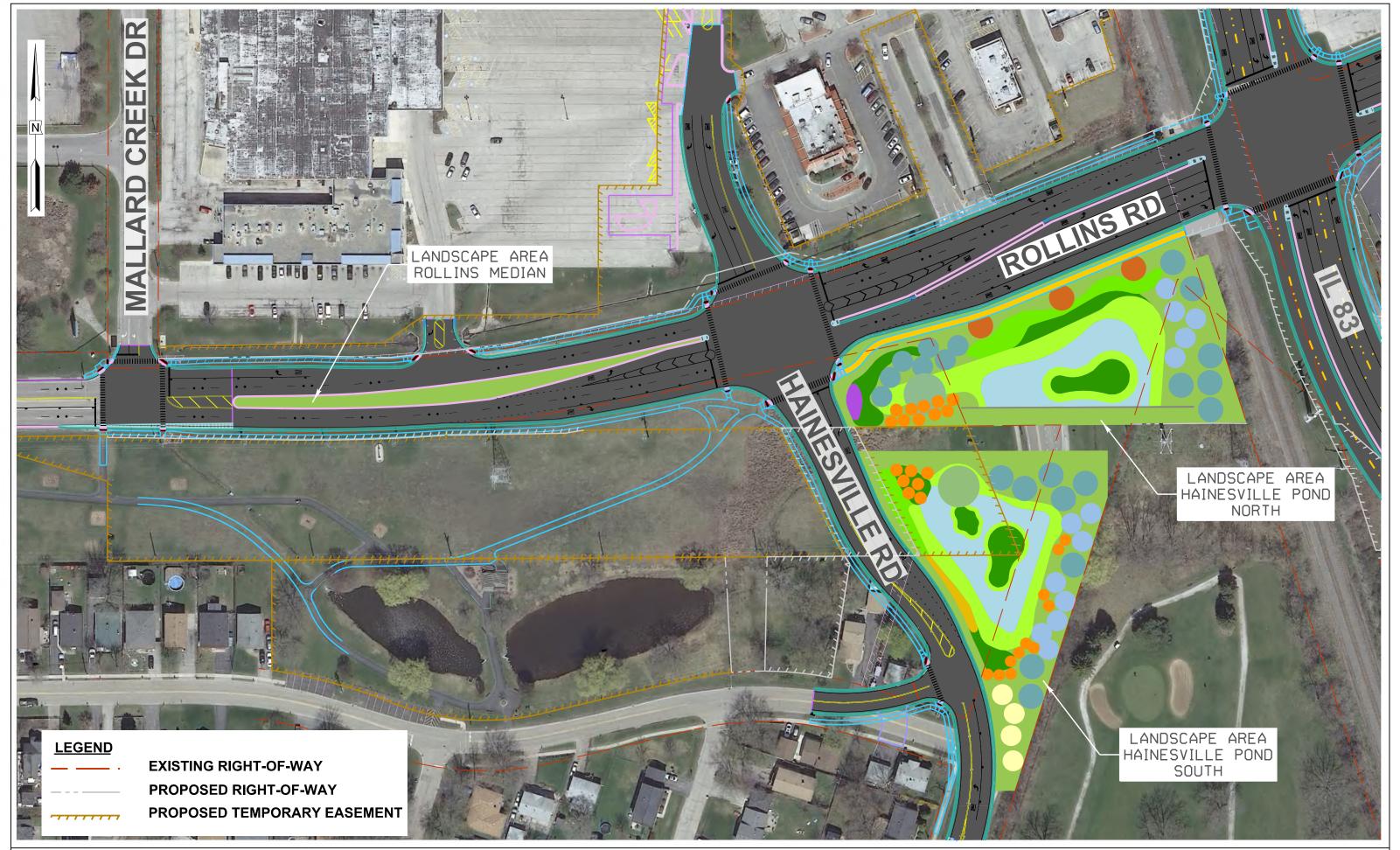




# EXHIBIT C LANDSCAPED AREAS for the IMPROVEMENT County Section 08-00080-56-BR

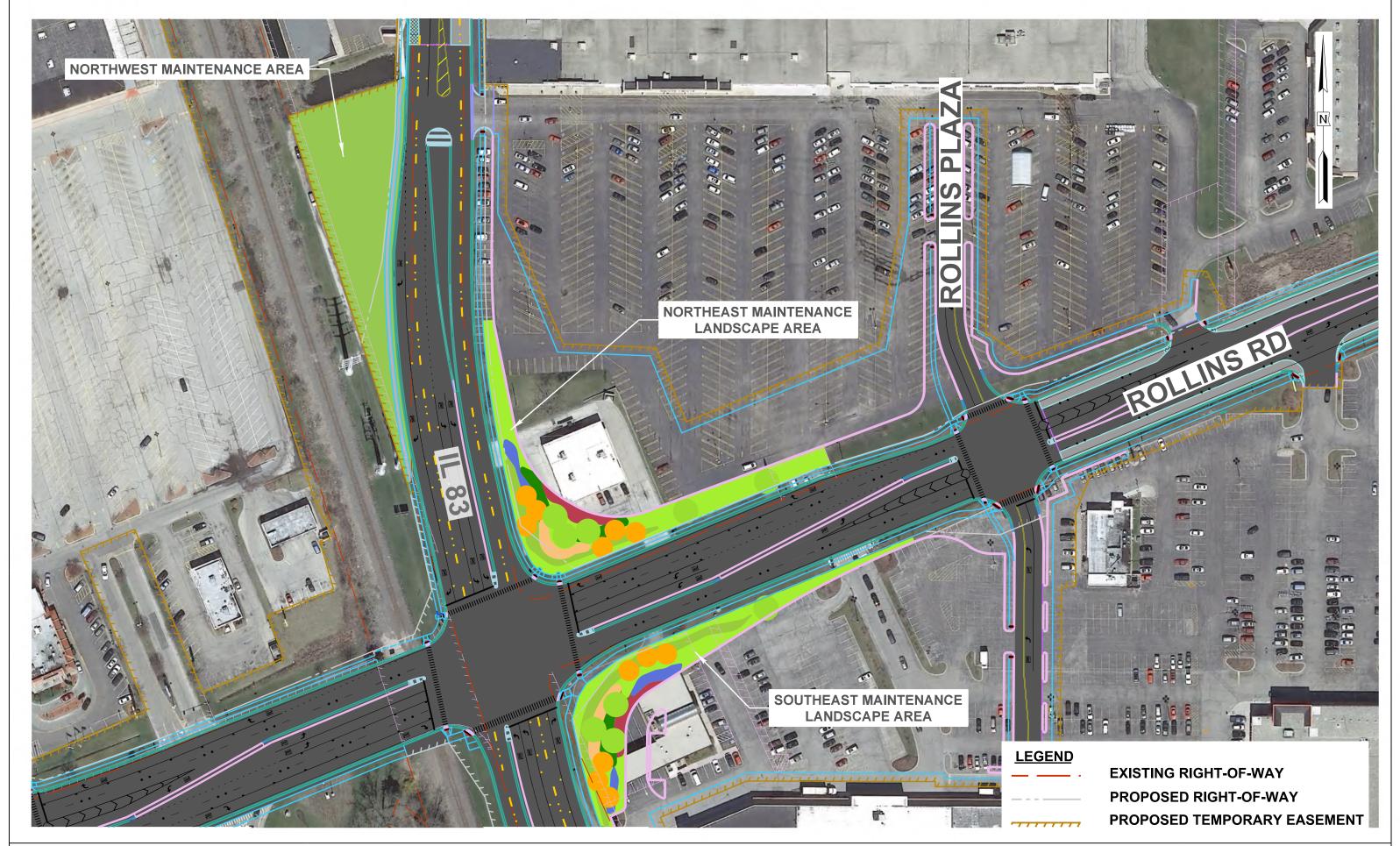
Exhibit C Sheet 1 of 3

**EXHIBIT D** 



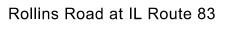








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### Estimated Division of Costs for the IMPROVEMENT County Section 08-00080-56-BR

Exhibit D Sheet 1 of 2

### EXHIBIT D Estimated Division of Costs for the

## Rollins Road at Illinois Route 83 Village of Round Lake Beach/Lake County Section 08-00080-56-BR

ltem		Estimated Cost	Portion Attributable to LCDOT			Portion Attributable to the Village of Round Lake Beach		
			Percentage		Cost	Percentage		Cost
1 Sidewalk and IL 83 Multi-use Path <sup>1</sup>	\$	211,708	88%	\$	186,303	12%*	\$	25,405
Construction Subtotal	\$	211,708		\$	186,303		\$	25,405
Contingency (10%)	\$	21,171		\$	18,630		\$	2,541
Sidewalk Construction Total	\$	232,879		\$	204,934		\$	27,946
Design Engineering (7%)	\$	16,302		\$	14,345		\$	1,956
Construction Engineering (10%)	\$	23,288		\$	20,493		\$	2,795
Sidewalk Engineering Total	\$	39,589		\$	34,839		\$	4,751
2 Sanitary Sewer	\$	251,111	0%	\$	-	100%	\$	251,111
3 Watermain (private on west side of IL 83, south of Hook Dr)	\$	54,339	100%	\$	54,339	0%	\$	-
4 Watermain (rest of project)	\$	782,456	0%	\$	-	100%	\$	782,456
Construction Subtotal	\$	1,087,906		\$	54,339		\$	1,033,567
Contingency (10%)	\$	108,791		\$	5,434		\$	103,357
Sanitary and Watermain Construction Total	\$	1,196,697		\$	59,773		\$	1,136,924
Design Engineering (7%)	\$	83,769		\$	4,184		\$	79,585
Construction Engineering (10%)	\$	119,670		\$	5,977		\$	113,692
Sanitary and Watermain Engineering Total	\$	203,438		\$	10,161		\$	193,277
Total Cost (Construction Totals + Engineering Totals)	\$	1,672,604		\$	309,707		\$	1,362,897

Source: Rollins Road at IL Route 83 Cost Estimate: Alfred Benesch & Company 2/15/2013

<sup>\*</sup> For this project, the Local Share is equal to 12% of the total cost of Construction, Design Engineering costs and Construction Engineering Supervision costs for non-motorized facilities constructed in accordance with the cost sharing arrangement of the LCDOT POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS as the project has received outside funding from the ICC (20% of the 58% local share equals 12%).

<sup>&</sup>lt;sup>1</sup> Cost for multi-use path along IL 83 only. (Separate agreement with LCFPD for local share of multi-use path along Rollins Road)