

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND COMMUNITY COLLEGE DISTRICT NUMBER 532
REGARDING THE CONSTRUCTION OF A MULTI-USE PATH,
PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS
ALONG WASHINGTON STREET (COUNTY HIGHWAY 45)**

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 BOARD OF COMMUNITY COLLEGE DISTRICT NUMBER 532, an Illinois body politic and corporate, acting by and through its Chairman and Board of Trustees, hereinafter referred to as the COLLEGE. The COUNTY and the COLLEGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and any one of which is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and the COLLEGE are desirous that a segment of bituminous multi-use path be constructed along the south side of Washington Street (County Highway 45), from Atkinson Road to Lancer Lane (hereinafter MULTI-USE PATH). Said MULTI-USE PATH project shall be known as COUNTY section number 09-00135-11-BT; and,

WHEREAS, the COUNTY has jurisdiction over Washington Street and it shall construct said MULTI-USE PATH within the Washington Street right-of-way with no reimbursement from the COLLEGE, and once completed, said MULTI-USE PATH shall measure approximately 3,300 feet long and ten (10) feet wide; and,

WHEREAS, the MULTI-USE PATH shall provide connectivity between an existing Village of Grayslake-owned bike path along the east side of Atkinson Road, which runs through Mill Creek Park, and an existing COLLEGE-owned multi-use path along the west side of Lancer Lane; and,

WHEREAS, the MULTI-USE PATH shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY 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 January 24, 2014 (pre-final version); and,

WHEREAS, the PLANS for the MUTLI-USE PATH are subject to the procedures and requirements of the Lake County Division of Transportation (hereinafter LCDOT) as approved by the Illinois Department of Transportation (hereinafter IDOT); and,

WHEREAS, the COUNTY has received approval for the use of Congestion Mitigation/Air Quality (CMAQ) Federal Highway Administration (FHWA) funds administered through IDOT relating to the MULTI-USE PATH. Said CMAQ funding normally covers 80% of the construction and construction engineering supervision costs of federally-eligible items, but the total amount to be supplied by IDOT may be fixed; and,

WHEREAS, as of this writing, the scheduled letting date for the MULTI-USE PATH is June 13, 2014 (a federal letting); and,

WHEREAS, the location of said MULTI-USE PATH is generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the MULTI-USE PATH, the COUNTY requires one (1) permanent easement (hereinafter PERMANENT EASEMENT) within property owned by the COLLEGE and two (2) temporary easements (hereinafter TEMPORARY EASEMENTS) within property owned by the COLLEGE; and,

WHEREAS, the Plat of Highways showing the PERMANENT EASEMENT (as Parcel 0005P.E.), and TEMPORARY EASEMENTS (as Parcel 0003T.E. and Parcel 0005T.E.) (hereinafter PLAT) is attached as EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the legal descriptions for the PERMANENT and TEMPORARY EASEMENTS are attached as EXHIBIT C to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COLLEGE has indicated its willingness to enter into an agreement with the COUNTY regarding the acquisition of 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 PERMANENT and TEMPORARY EASEMENTS, at a specified time in the future; and,

WHEREAS, the COLLEGE will allow, or caused to be allowed, public access and use of the MULTI-USE PATH, in perpetuity, within the PERMANENT EASEMENT on the COLLEGE-owned property; and,

WHEREAS, the construction of the MULTI-USE PATH will necessitate the removal and replacement of trees within COLLEGE-owned property at the sole cost of the COUNTY; and,

WHEREAS, the construction of the MULTI-USE PATH shall require modifications at the COLLEGE's entrance sign landscape area (hereinafter ENTRANCE SIGN LANDSCAPE AREA) at the sole cost of the COUNTY; and,

WHEREAS, the MULTI-USE PATH will be constructed at the sole cost of the COUNTY and owned and maintained by the Village of Grayslake (hereinafter VILLAGE) with no future compensation from the COUNTY or COLLEGE; and,

WHEREAS, the COLLEGE agrees to convey to the COUNTY the necessary PERMANENT and TEMPORARY EASEMENTS for the construction of the MULTI-USE PATH; and,

WHEREAS, the PERMANENT and TEMPORARY EASEMENTS, are necessary for the construction of the MULTI-USE PATH, and the MULTI-USE PATH will be of immediate benefit to the COLLEGE and to the residents of the COUNTY and will be permanent in nature; 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 COLLEGE 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.

The Design, Construction and Maintenance of the MULTI-USE PATH

1. The COUNTY agrees to prepare, or cause to be prepared, a final version of the PLANS and contract letting documents for the MULTI-USE PATH in accordance with LCDOT policies and standards, as approved by IDOT. The COLLEGE shall have the opportunity to review and approve the PLANS with regards to work that affects COLLEGE property prior to the letting of the MULTI-USE PATH. Said approval shall not be unreasonably withheld by the COLLEGE.
2. The COUNTY shall process the construction of the MULTI-USE PATH to be let and awarded by IDOT. The anticipated letting date for the MULTI-USE PATH is June 13, 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 MULTI-USE PATH to be constructed in substantial conformance with the PLANS and to perform, or cause to be performed, the construction engineering supervision for the MULTI-USE PATH, in accordance with LCDOT procedures and requirements, as approved by IDOT, without reimbursement by the COLLEGE.
4. It is mutually agreed by and between the parties hereto that CMAQ funding (at 80%) applies to all federally-eligible items, including construction and construction engineering supervision, and the COUNTY must supply the remaining (20%) local share cost of construction and construction engineering supervision.

It is further mutually agreed by and between the parties hereto that, should the COUNTY not receive the anticipated CMAQ funding, the COUNTY would then be under no obligation to construct the MULTI-USE PATH.

5. The COUNTY shall require the successful bidder to name the COLLEGE as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed on COLLEGE property, and require the successful bidder to indemnify and hold harmless the COLLEGE.
6. The COUNTY agrees to pay, or cause to have paid, all of the costs for the final PLANS and necessary surveys, land related documents, design engineering plans, construction and construction engineering supervision for the MULTI-USE PATH and other work.

7. The COLLEGE agrees to allow the COUNTY to remove and replace trees within COLLEGE-owned property in order to construct the MULTI-USE PATH. The COUNTY, working in collaboration with the COLLEGE, shall replace said trees of agreed-upon quantity, size, and species in concert with the COLLEGE during construction of the MULTI-USE PATH at the sole expense of the COUNTY.
8. The COLLEGE agrees to allow the COUNTY to modify the ENTRANCE SIGN LANDSCAPE AREA, specifically the removal of the bottom tier of landscape blocks as depicted in the PLANS. The costs for the removal and associated landscaping work of the ENTRANCE SIGN LANDSCAPE AREA shall be at the sole expense of the COUNTY. All landscaped blocks removed shall be salvaged and returned to the COLLEGE.
9. It is mutually agreed by and between the parties hereto that upon completion of construction of the MULTI-USE PATH, the VILLAGE will maintain, or cause to be maintained, the MULTI-USE PATH along Washington Street, in perpetuity, with no reimbursement by the COUNTY or COLLEGE.

SECTION III.

Grant of PERMANENT and TEMPORARY EASEMENTS

1. The COUNTY agrees to prepare, at its sole expense, all necessary land acquisition and related conveyance documents for the granting of the PERMANENT and TEMPORARY EASEMENTS.
2. The COLLEGE agrees to grant the PERMANENT and TEMPORARY EASEMENTS to the COUNTY, at no cost to the COUNTY, for the purpose of constructing and maintaining the MULTI-USE PATH, pursuant to the PLAT and the necessary land acquisition documents.
3. The COLLEGE agrees to grant PERMANENT and TEMPORARY EASEMENTS, at no cost to the COUNTY, for purposes of constructing and maintaining the MULTI-USE PATH as detailed in the PLANS.
4. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, and have been approved by the COLLEGE's Chairman (which approval will not be unreasonably withheld) the COLLEGE agrees to execute and return to the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) the necessary land acquisition and/or conveyance documents for the PERMANENT EASEMENT and the TEMPORARY EASEMENTS within ten (10) working days of the receipt of said documents.

SECTION IV.
General Provisions

1. 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 COLLEGE (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 COLLEGE is to be and shall remain independent of the COUNTY, and vice-versa, with respect to all services performed under THIS AGREEMENT.
2. 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. THIS AGREEMENT is binding and valid and will be specifically enforceable against each party.
4. THIS AGREEMENT shall be deemed to take effect on April 1, 2014 (the EFFECTIVE DATE), provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures on April 1, 2014. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to April 1, 2014, the EFFECTIVE DATE shall then be the date that the last authorized agent of the parties hereto affixes their signature.
5. 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. 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. THIS AGREEMENT and any conveyance documents contain all agreements between the parties related to the subject matter of THIS AGREEMENT and supersede all oral agreements and negotiations between the parties 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 express 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. THIS AGREEMENT shall remain in full force and effect for such a period of time as the MULTI-USE PATH remains in place, in use and in operation.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contract covering the MULTI-USE PATH is not awarded by **January 1, 2018**.

THE BOARD OF COMMUNITY COLLEGE DISTRICT
NUMBER 532

ATTEST:

Executive Secretary

By: _____
Chairman

Date: _____

RECOMMENDED FOR EXECUTION

By: _____
Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A

Aerial Map: MULTI-USE PATH
County Section No. 09-00135-11-BT

Exhibit A
Page 1 of 2



EXHIBIT B

PLAT OF HIGHWAYS

PIN 06-24-300-015 & PIN 06-24-400-045

County Section No. 09-00135-11-BT

Exhibit B
Page 1 of 3

EXISTING R.O.W. RECORDED INFORMATION		
Parcel	Document No.	Date Recorded
0003	5162392	March 21, 2003
0003	5162393	March 21, 2003
----	178314	June 20, 1918
----	957777	July 16, 1957
----	969825	October 24, 1957
----	4414780	September 3, 1999
----	5196475	April 22, 2003
----	5379088	September 24, 2003

COUNTY ENGINEER

COUNTY HIGHWAY 45

WASHINGTON STREET

COORDINATE TABLE			
STATION	OFFSET	NORTH	EAST
74+67.25	60.00' Lt.	2,074,193.679	1,069,735.773
74+96.74	60.00' Rt.	2,074,073.993	1,069,766.510
74+96.74	65.00' Rt.	2,074,068.994	1,069,766.562
74+96.74	70.00' Rt.	2,074,063.994	1,069,766.615
74+96.74	75.00' Rt.	2,074,058.994	1,069,766.667
78+12.87	49.00' Rt.	2,074,088.296	1,070,082.516
78+96.74	65.00' Rt.	2,074,073.173	1,070,166.540
78+96.74	75.00' Rt.	2,074,063.173	1,070,166.644
78+96.74	85.00' Rt.	2,074,053.174	1,070,166.748
79+55.79	85.00' Rt.	2,074,053.791	1,070,225.804
79+64.42	65.00' Rt.	2,074,073.880	1,070,234.216
79+80.82	60.00' Lt.	2,074,199.044	1,070,249.309
79+85.38	40.00' Lt.	2,074,179.093	1,070,254.086

PARCEL NUMBER	TOTAL HIGHLIGHTED ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT PURPOSE	PERMANENT INDEX NUMBER
0003T.E.	10.295	N/A	N/A	10.295	0.232	Grading	06-24-300-015 06-24-300-021

QUARTER
SECTION
CORNER

SECTION LINE
QUARTER SECTION LINE
QUARTER, QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE

APPARENT PROPERTY LINE
EXISTING CENTER LINE
PROPOSED CENTER LINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORD DIMENSION

Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2007) East Zone

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

THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO THE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

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

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

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

RIGHT OF WAY STAKING PROPOSED TO BE SET.

STATE OF ILLINOIS)
COUNTY OF LAKE)SS

THIS IS TO CERTIFY THAT WE, JORGENSEN & ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-2771, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 24, TOWNSHIP 45N., RANGE 10E., OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE MONUMENTS AND MARKS OF THE SURVEY MOVEMENTS WERE FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS

DATED AT LAKE VILLA, ILLINOIS THIS _____ DAY OF _____ 20__ A.D.

PRESIDENT

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2797
LICENSE EXPIRATION DATE: NOVEMBER 30, 2014
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
Note: Surface Coordinates are Shown
Project Average Combined Scale Factor 0.999951704

COORDINATE TABLE			
STATION	OFFSET	NORTH	EAST
68+39.25	60.00' Lt.	2,074,187.118	1,069,107.806
68+54.35	75.00' Lt.	2,074,202.274	1,069,122.748
68+86.45	70.00' Rt.	2,074,057.618	1,069,156.358
68+86.51	60.00' Rt.	2,074,067.618	1,069,156.320
68+86.97	8.81' Lt.	2,074,136.430	1,069,156.057
69+20.35	75.00' Lt.	2,074,202.964	1,069,188.746
69+35.25	60.00' Lt.	2,074,188.121	1,069,203.802
74+67.12	40.00' Lt.	2,074,173.678	1,069,735.849

JORGENSEN & ASSOCIATES, INC.
120 PARK AVENUE
LAKE VILLA, ILLINOIS 60046
(847) 356-3371

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
WASHINGTON STREET

LIMITS: ATKINSON ROAD TO LANCER LANE COUNTY: LAKE
SECTION: 09-00135-11-BT JOB NO.: R-55-001-97
STATION 68+00 TO STATION 80+00
SCALE: 1"=50' SHEET 4 OF 9

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

EXHIBIT B PAGE 2 OF 3

PART OF THE SE 1/4 OF SEC. 24, TWP. 45 N., R. 10 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

EXISTING R.O.W. RECORDED INFORMATION		
Parcel	Document No.	Date Recorded
0005	5317858	July 28, 2003
0005	5317859	July 28, 2003
0005	5877428	October 18, 2005
----	4414780	September 3, 1999
----	3225270	October 13, 1992

Existing & Proposed
Pavement
Washington Street
Curve #2

P.I. = Sta. 87+13.90
Δ = 0°14'03"
R = 244629.77'
T = 500.00'
L = 999.99'
E = 0.51'
P.C. = Sta. 82+13.90
P.T. = Sta. 92+13.89

STATE OF ILLINOIS }
COUNTY OF LAKE }SS

I, PAULA J. TRIGG, COUNTY ENGINEER OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER MY DIRECTION OF PART OF COUNTY HIGHWAY 45 IN SAID COUNTY.

DATED THIS _____ DAY OF _____ 20____ A.D.

COUNTY ENGINEER

LEGEND

SECTION CORNER
QUARTER SECTION CORNER

SECTION LINE
QUARTER SECTION LINE
QUARTER, QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE

APL
APPARENT PROPERTY LINE
EXISTING CENTER LINE
PROPOSED CENTER LINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORD DIMENSION

EXISTING BUILDING

Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2007) East Zone.

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

STATE OF ILLINOIS }
COUNTY OF LAKE }SS

THIS IS TO CERTIFY THAT WE, JORGENSEN & ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-2771, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 24, TOWNSHIP 45N., RANGE 10E., OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT LAKE VILLA, ILLINOIS THIS _____ DAY OF _____ 20____ A.D.

PRESIDENT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2797
LICENSE EXPIRATION DATE: NOVEMBER 30, 2014
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
Note: Surface Coordinates are Shown
Project Average Combined Scale Factor 0.999951704

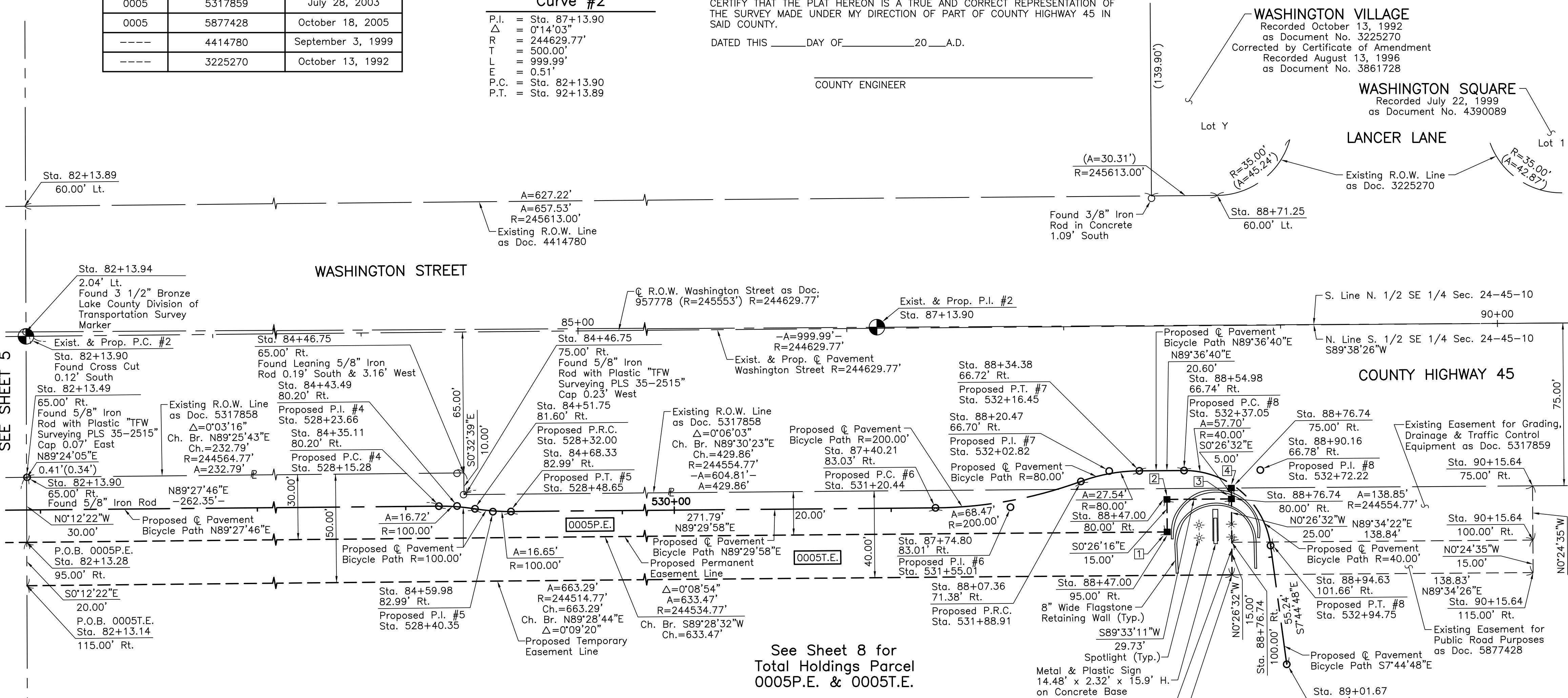
COORDINATE TABLE

STATION	OFFSET	NORTH	EAST
82+13.14	115.00' Rt.	2,074,026.481	1,070,483.452
82+13.28	95.00' Rt.	2,074,046.481	1,070,483.380
82+13.49	65.00' Rt.	2,074,076.482	1,070,483.272
82+13.89	60.00' Lt.	2,074,201.479	1,070,482.366
82+13.90	65.00' Rt.	2,074,076.486	1,070,483.687
82+13.94	2.04' Lt.	2,074,143.523	1,070,483.031
84+35.11	80.20' Rt.	2,074,063.494	1,070,704.967
84+43.49	80.20' Rt.	2,074,063.573	1,070,713.346

JORGENSEN & ASSOCIATES, INC.
120 PARK AVENUE
LAKE VILLA, ILLINOIS 60046
(847) 356-3371

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
WASHINGTON STREET
LIMITS: ATKINSON ROAD TO LANCER LANE COUNTY: LAKE
SECTION: 09-00135-11-BT JOB NO.: R-55-001-97
STATION 82+00 TO STATION 91+00
SCALE: 1"=30' SHEET 6 OF 9

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



Proposed Pavement
Bicycle Path
Curve #4

P.I. = Sta. 528+23.66
Δ = 9°34'44"
R = 100.00'
T = 8.38'
L = 16.72'
E = 0.35'
P.C. = Sta. 528+15.28
P.R.C. = Sta. 528+32.00

Proposed Pavement
Bicycle Path
Curve #5

P.I. = Sta. 528+40.35
Δ = 9°32'32"
R = 100.00'
T = 8.35'
L = 16.65'
E = 0.35'
P.R.C. = Sta. 528+32.00
P.T. = Sta. 528+48.65

Proposed Pavement
Bicycle Path
Curve #6

P.I. = Sta. 531+55.01
Δ = 19°36'52"
R = 200.00'
T = 34.57'
L = 68.47'
E = 1.20'
P.C. = Sta. 531+20.44
P.R.C. = Sta. 531+88.91

Proposed Pavement
Bicycle Path
Curve #7

P.I. = Sta. 532+02.82
Δ = 19°43'34"
R = 80.00'
T = 13.91'
L = 27.54'
E = 0.35'
P.R.C. = Sta. 531+88.91
P.T. = Sta. 532+16.45

Proposed Pavement
Bicycle Path
Curve #8

P.I. = Sta. 532+72.22
Δ = 82°38'32"
R = 40.00'
T = 35.17'
L = 57.70'
E = 13.26'
P.C. = Sta. 532+37.05
P.T. = Sta. 532+94.75

Schedule of Ties		
Point Number	Tie to point	Tie Distance (feet)
1	T1 T2 T3	
2	T1 T2 T3	
3	T1 T2 T3	
4	T1 T2 T3	

COORDINATE TABLE			
STATION	OFFSET	NORTH	EAST
84+46.75	65.00' Rt.	2,074,078.808	1,070,716.465
84+46.75	75.00' Rt.	2,074,068.808	1,070,716.560
84+51.75	81.60' Rt.	2,074,062.256	1,070,721.620
84+59.98	82.99' Rt.	2,074,060.945	1,070,729.863
84+68.33	82.99' Rt.	2,074,061.018	1,070,738.209
87+40.21	83.03' Rt.	2,074,063.392	1,071,009.985
87+74.80	83.01' Rt.	2,074,063.694	1,071,044.558
88+07.36	71.38' Rt.	2,074,075.583	1,071,077.019
88+20.47	66.70' Rt.	2,074,080.366	1,071,090.079
88+34.38	66.72' Rt.	2,074,080.461	1,071,103.989
88+47.00	80.00' Rt.	2,074,067.280	1,071,116.710
88+47.00	95.00' Rt.	2,074,052.281	1,071,116.825

COORDINATE TABLE			
STATION	OFFSET	NORTH	EAST
88+54.98	66.74' Rt.	2,074,080.601	1,071,124.586
88+71.25	60.00' Lt.	2,074,207.469	1,071,139.869
88+76.74	75.00' Rt.	2,074,072.512	1,071,146.404
88+76.74	80.00' Rt.	2,074,067.512	1,071,146.443
88+76.74	100.00' Rt.	2,074,047.513	1,071,146.597
88+76.74	115.00' Rt.	2,074,032.513	1,071,146.717
88+90.16	66.78' Rt.	2,074,080.839	1,071,159.752
88+94.63	101.66' Rt.	2,074,045.993	1,071,164.493
89+01.67	156.45' Rt.	2,073,991.254	1,071,171.939
90+15.64	75.00' Rt.	2,074,073.547	1,071,285.253
90+15.64	100.00' Rt.	2,074,048.548	1,071,285.432
90+15.64	115.00' Rt.	2,074,033.546	1,071,285.539

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT PURPOSE	PERMANENT INDEX NUMBER
0005P.E. 0005T.E.	35.873	N/A	N/A	35.873	P.E.=0.348 T.E.=0.315	Bikeway Purposes Construction Purposes	06-24-400-045 06-24-400-046

M-1
See Sheet 5
P.O.C. 0005P.E.
P.O.C. 0005T.E.

S. Line SE 1/4 Sec. 24-45-10
S89°39'46"W
-1238.75'-
-2657.75'-
N. Line NE 1/4 Sec. 25-45-10

REVISION DATE

REVISION

MADE BY

EXHIBIT C

LEGAL DESCRIPTIONS for the PERMANENT and TEMPORARY EASEMENTS

Parcels 0003T.E., 0005P.E. & 0005T.E.

County Section No. 09-00135-11-BT

Exhibit C
Page 1 of 5

Route : Washington Street
Section: 09-00135-11-BT
County : Lake
Job No.: R-55-001-97
Parcel : 0003T.E.
Sta. 68+86.45 To Sta. 78+96.74

Index No. 06-24-300-015

That part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 45 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, described as follows:

Commencing at the southeast corner of the Southwest Quarter of said Section 24; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 89 degrees 40 minutes 38 seconds West along the south line of the Southwest Quarter of said Section 24, a distance of 1326.69 feet to the west line of the Southeast Quarter of the Southwest Quarter of said Section 24; thence North 0 degrees 13 minutes 09 seconds West along the west line of the Southeast Quarter of the Southwest Quarter of said Section 24, a distance of 1246.99 feet to a point 10.00 feet normally distant South of the south right of way line of Washington Street recorded March 21, 2003 as document number 5162392 and the point of beginning; thence continuing North 0 degrees 13 minutes 09 seconds West along the west line of the Southeast Quarter of the Southwest Quarter of said Section 24, a distance of 10.00 feet to the said south right of way line of Washington Street; thence North 89 degrees 24 minutes 05 seconds East along the said south right of way line of Washington Street, a distance of 610.22 feet (610.28 feet, recorded) to angle point on said right of way line; thence South 0 degrees 35 minutes 55 seconds East along said right of way line, a distance of 5.00 feet to an angle point on the said south right of way line of Washington Street; thence North 89 degrees 24 minutes 05 seconds East along the said south right of way line of Washington Street, a distance of 400.00 feet to the northwest corner of an easement for grading, drainage and retaining wall construction recorded March 21, 2003 as document number 5162393; thence South 0 degrees 35 minutes 55 seconds East along the west line of said easement for grading, drainage and retaining wall construction, a distance of 10.00 feet to a point 10.00 feet normally distant South of the said south right of way line of Washington Street; thence South 89 degrees 24 minutes 05 seconds West along a line 10.00 feet normally distant South of and parallel with the said south right of way line of Washington Street, a distance of 400.00 feet; thence North 0 degrees 35 minutes 55 seconds West, a distance of 5.00 feet to a point 10.00 feet normally distant South of the said south right of way line of Washington Street; thence South 89 degrees 24 minutes 05 seconds West along a line 10.00 feet normally distant South of and parallel with the said south right of way line of Washington Street, a distance of 610.29 feet to the point of beginning.

(Continued)

Route : Washington Street
Section: 09-00135-11-BT
County : Lake
Job No.: R-55-001-97
Parcel : 0003T.E.
Sta. 68+86.45 To Sta. 78+96.74

Index No. 06-24-300-015

Said temporary easement containing 0.232 acre, more or less.

Said temporary easement to be used for grading purposes.

Route : Washington Street
Section: 09-00135-11-BT
County : Lake
Job No.: R-55-001-97
Parcel : 0005P.E.
Sta. 82+13.28 To Sta. 88+76.74

Index No. 06-24-400-045

That part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 45 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 24; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of North 0 degrees 12 minutes 22 seconds West along the west line of the Southeast Quarter of said Section 24, a distance of 1228.38 feet to a point 30.00 feet radially distant Southerly of the southerly right of way line of Washington Street recorded July 28, 2003 as document number 5317858 and the point of beginning; thence continuing North 0 degrees 12 minutes 22 seconds West along the west line of the Southeast Quarter of said Section 24, a distance of 30.00 feet to the said southerly right of way line of Washington Street; thence easterly 232.79 feet along the said southerly right of way line of Washington Street on a curve to the right having a radius of 244564.77 feet, the chord of said curve bears North 89 degrees 25 minutes 43 seconds East, 232.79 feet to an angle point on said southerly right of way line; thence South 0 degrees 32 minutes 39 seconds East along said right of way line, a distance 10.00 feet to an angle point on the said southerly right of way line of Washington Street; thence easterly 429.86 feet along the said southerly right of way line of Washington Street on a curve to the right having a radius of 244554.77 feet, the chord of said curve bears North 89 degrees 30 minutes 23 seconds East, 429.86 feet to the northwest corner of an easement for grading, drainage and traffic control equipment recorded July 28, 2003 as document number 5317859; thence South 0 degrees 26 minutes 32 seconds East along the west line of said easement for grading, drainage and traffic control equipment, a distance of 5.00 feet; thence South 89 degrees 33 minutes 11 seconds West, a distance of 29.73 feet; thence South 0 degrees 26 minutes 16 seconds East, a distance of 15.00 feet; thence westerly 633.47 feet along a curve to the left having a radius of 244534.77 feet, the chord of said curve bears South 89 degrees 28 minutes 32 seconds West, 633.47 feet to the point of beginning.

Said permanent easement containing 0.348 acre, more or less.

Said permanent easement to be used for bikeway purposes.

Route : Washington Street
Section: 09-00135-11-BT
County : Lake
Job No.: R-55-001-97
Parcel : 0005T.E.
Sta. 82+13.14 To Sta. 88+76.74

Index No. 06-24-400-045

That part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 45 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 24; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of North 0 degrees 12 minutes 22 seconds West along the west line of the Southeast Quarter of said Section 24, a distance of 1208.38 feet to a point 50.00 feet radially distant Southerly of the southerly right of way line of Washington Street recorded July 28, 2003 as document number 5317858 and the point of beginning; thence easterly 663.29 along a curve to the right having a radius of 244514.77 feet, the chord of said curve bears North 89 degrees 28 minutes 44 seconds East, 663.29 feet to the southwest corner of an easement for public road purposes recorded October 18, 2005 as document number 5877428; thence North 0 degrees 26 minutes 32 seconds West along the west line of said easement for public road purposes and along the west line of an easement for grading, drainage and traffic control equipment recorded July 28, 2003 as document number 5317859, a distance of 35.00 feet; thence South 89 degrees 33 minutes 11 seconds West, a distance of 29.73 feet; thence South 0 degrees 26 minutes 16 seconds East, a distance of 15.00 feet; thence westerly 633.47 feet along a curve to the left having a radius of 244534.77 feet, the chord of said curve bears South 89 degrees 28 minutes 32 seconds West, 633.47 feet to the point of beginning.

Said temporary easement containing 0.315 acre, more or less.

Said temporary easement to be used for construction purposes.