

Updated 8/17/17 SAO Comments

LICENSE FOR A PATHWAY

THIS AGREEMENT, made and entered into as of the 18th day of September, 2017 by and among the WISCONSIN CENTRAL LTD. (hereinafter referred to as "Railroad") whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois 60430-1345, the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board ("County") whose mailing address is 600 W. Winchester Road, Libertyville, IL 60048, and the Village of Buffalo Grove, an Illinois municipal corporation, acting by and through its Village President and Board of Trustees ("Village") whose mailing address is 50 Raupp Boulevard, Buffalo Grove, IL 60089.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and agreements herein set forth, Railroad, insofar as it lawfully may, does hereby grant unto the County and the Village a right or license to construct, maintain and use a Pathway Crossing approximately 8 feet in width, upon, over and across the property or right-of-way of Railroad (including the track located thereon) at milepost Approximately MP 33.21 on Waukesha Subdivision as shown on the Exhibit A attached hereto and made a part hereof,

UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS.

(a) Railroad's Property. "Railroad's Property" shall mean the property shown on the attached Exhibit A, to the extent owned by Railroad, whether owned in full ownership or as a servitude, easement, or right-of-way, including Railroad's track, the land on which the track is situated, and any adjacent land of Railroad on either side of the track.

(b) License. "License" shall mean the right granted by Railroad to the County to construct, and the Village to maintain and use a Pathway, under the terms and conditions set forth hereinafter.

(c) License Area. "License Area" shall mean that portion of Railroad's Property over and across which the License is granted. The License Area extends from one edge of the Railroad's Property across the track to the opposite edge of the Railroad's Property and measures a distance of approximately 100

feet in width on either side of the center line of the Pathway, all as more fully shown on the attached Exhibit A.

(d) Pathway. "Pathway" shall mean the pathway approaches on either side of the Crossing Proper within the License Area including that portion between tracks where multiple tracks exist.

(e) Crossing Proper. "Crossing Proper" shall mean that portion of the License Area encompassing an area from end-of-tie to end-of-tie.

(f) County's Property. "County's Property" shall mean the property of the County to and from which the License provides ingress and egress for the County's and the Village's benefit and use.

(g) Cost. "Cost" shall mean the actual cost of labor, equipment and materials plus Railroad's then current customary additives for overhead and other indirect costs.

2. USE.

(a) The License shall only affect and burden the License Area and no other portion of Railroad's Property, and the Pathway and Crossing Proper shall be constructed, located, and maintained entirely within the License Area. The County and the Village shall have no right to use or cross any other portion of Railroad's Property or to use the Pathway and Crossing Proper for any purposes other than as expressly permitted herein, and the County and the Village, as a further consideration, cause, and condition without which this License would not have been granted, agree to restrict its and the public's use to those purposes and then only to said location and no other for crossing the Railroad's Property, including the track.

(b) During the construction of the Pathway, the County shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger Railroad's operations or facilities, except as reasonably necessary for the construction of the Pathway and with the consent of the Railroad. After construction, the Village shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger Railroad's operations or facilities. .

(c) The Village shall use it's best efforts to take all steps necessary as ordered by the Illinois Commerce Commission ("ICC") to ensure that all persons using the Pathway and Crossing Proper come to a complete stop, look carefully

for approaching trains before fouling or crossing Railroad's tracks, and yield to any approaching train.

(d) The Pathway and Crossing Proper shall not be used by motorized vehicles.

3. TERM.

(a) This License shall become effective as of the date first written above and shall continue in effect thereafter until terminated in one of the manners set forth below:

(i) Any party may at any time give the other parties written notice of termination specifying the date on which termination shall be effective, provided that such notice shall be delivered at least sixty (60) days in advance of the proposed date of termination. It is hereby agreed and understood that Railroad will not exercise its right herein to terminate this Agreement in the absence of any failure by the Village to comply with the terms and conditions of this Agreement. In the event that the Village fails or refuses to comply with any of the terms or conditions of this Agreement, Railroad shall notify Village in writing of the default and the Village shall have sixty (60) days to correct said default. If after the said sixty (60) days the Village still fails or refuses to cure said default, Railroad shall then have the right to terminate this Agreement at once;

(ii) Railroad shall have the right to terminate this Agreement immediately upon written notice to the County and the Village if the County and/or the Village at any time breaches or fails to perform any of the terms and conditions hereof, subject to the notification requirements of subparagraph 3(a)(i) set forth above;

(iii) This License shall terminate through non- use or in any other manner provided by law.

(b) Unless the parties mutually agree in writing to leave the Pathway and Crossing Proper in place after termination, the termination of this Agreement shall not be effective until all removal and restoration is complete. Termination of this Agreement shall not release the County and/or the Village from any liability or responsibility and duty which accrued prior to such termination, removal and restoration.

4. CONSTRUCTION. The construction of the Pathway, including the portion between multiple tracks where multiple tracks exist, including the necessary grading, culverts and drainage on each side of the Railroad's track, shall be performed by the County at its own risk and expense, and to the satisfaction of the Railroad's authorized representative. Railroad will install the Crossing Proper over its track(s), from end-of-tie to end-of-tie, and install crossing surface extensions. The Railroad will also install flashing signals and lights and pedestrian gates, if ordered by the Illinois Commerce Commission and make all adjustments required in Railroad facilities, if any, at County's sole expense.

5. NOTIFICATION OF OTHER PARTY.

(a) At least ten (10) days prior to entering upon the Pathway for the purpose of performing any construction or maintenance work hereunder, the County or the Village shall notify Railroad's Senior Engineering Manager in writing of the type of work to be performed and the date such work will commence. The notice shall be sent to the following address:

Senior Engineering Manager
Wisconsin Central Ltd.
17641 South Ashland Avenue
Homewood, IL 60430

(b) After the original pathway and associated crossing are installed the Railroad shall provide notice to the Village if maintenance or construction work on the Crossing Proper or Pathway will remove the Crossing Proper or Sidewalk from use by the public for a period in excess of two (2) hours sending notice to Village at the following address:

Village of Buffalo Grove
c/o Village Manager
50 Raupp Boulevard
Buffalo Grove, IL. 60089

6. SIGHTING AT CROSSING. THE VILLAGE SHALL USE ITS BEST EFFORTS TO KEEP EACH QUADRANT OF THE INTERSECTION OF THE PATHWAY WITH RAILROAD'S TRACK FREE OF BUSHES, TREES, WEEDS, VEGETATION, AND ALL OTHER OBSTRUCTIONS OF ANY KIND THAT COULD INTERFERE WITH A PERSON SIGHTING AN APPROACHING TRAIN.

7. RAISING WIRE LINES. If it should be necessary during construction to raise any wires on Railroad's property not belonging to Railroad to provide safe clearance for vehicles, the County shall make all arrangements therefor at its own sole risk and expense.

8. MAINTENANCE. The Village shall, at its own risk and expense, maintain said Pathway in good and safe condition commensurate with its intended use. The Railroad shall, at the sole risk and expense of the Village, maintain the Crossing Proper, however, Railroad shall have the right, but not the duty, to perform at Village's sole risk and expense, any repair or maintenance on the Pathway that Railroad considers reasonably necessary and the Village shall pay the cost thereof upon receipt of a bill whether made at the Village's request or otherwise.

9. CROSSING TO BE KEPT FREE OF DEBRIS. The Village shall, to the extent reasonably possible, at all times during the term of this Agreement, keep the Railroad's track at the location of the Pathway and Crossing Proper free of dirt, rocks or other debris or obstructions of any kind, and will not permit any condition which might interfere with the safe and efficient operation of trains over the Crossing Proper, or which might damage equipment or facilities belonging to Railroad or others, or which might constitute a safety hazard of any kind. If at any time the Village shall fail to do so, Railroad may, at its option, remove any dirt, rocks, debris or obstructions, and the Village will reimburse Railroad the cost thereof pursuant to those terms and conditions set forth in Paragraph 18 hereof. If the continued or repeated presence of dirt, rocks, debris or obstructions should, in the opinion of Railroad, create an operating hazard, Railroad may keep a flagman on duty at the Village's expense until such condition is corrected in a manner reasonably satisfactory to Railroad, or at its option may immediately terminate this Agreement.

10. UNAUTHORIZED USE. It shall be the Village's responsibility and duty, to the extent reasonably possible, to prevent all unauthorized persons from using the License Area and nothing herein shall be construed to relieve the Village of this responsibility and duty.

11. TEMPORARY GATES AND FLAGGING. (a) During construction: The County shall, at its own risk and expense, install and maintain any temporary gate or other barrier which Railroad indicates is reasonably necessary and shall keep the gates closed until the Pathway is open for public use. Railroad shall, at the County's risk and expense, provide whatever flag protection Railroad shall indicate is necessary, and the County shall pay the cost thereof upon receipt of a bill. It is further understood and acknowledged by the County that Railroad has no obligation or duty to determine the need for any gate or other barrier or the need for flag protection. (b) After construction: The Village shall, at its own risk

and expense, install and maintain any temporary gate or other barrier which Railroad indicates is reasonably necessary and shall keep the gates closed when the License Area is not in actual use. Railroad shall, at the Village's risk and expense, provide whatever flag protection Railroad shall indicate is necessary, and the Village shall reimburse the Railroad the cost thereof pursuant to those terms and conditions set forth in Paragraph 18 hereof. It is further understood and acknowledged by the Village that Railroad has no obligation or duty to determine the need for any gate or other barrier or the need for flag protection.

12. SIGNS, SIGNALS AND WARNING DEVICES.

(a) The County and the Village acknowledge that Railroad has no obligation or duty to give audible warning of the approach of a train, nor erect whistle posts, nor reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the Pathway and crossing proper or other use or exercise of the right or license granted herein. The Village will use its best efforts to determine if any signs, signals or other warning devices are necessary or appropriate for the safety of persons using the License Area and specifically acknowledges that Railroad has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the License Area is presently or hereafter required by law or by competent public authority, or is otherwise requested by the Village, same shall conform to any then currently applicable practices of the Railroad for such devices as to design, material and workmanship and all costs incurred by the Railroad related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by the Village.

(b) The Crossing Proper and the Pathway shall be subject to the terms and conditions set forth in that certain Agreed Order, based upon the draft License Agreement, and prepared by the Illinois Commerce Commission relative to case number T16-0054, marked Group Exhibit B, and such additional orders as may be entered by the Illinois Commerce Commission relative to this Project, and understood by the parties to be part of this Agreement.

13. INDEMNITY. As a further consideration for the License herein granted, and as a condition without which the License would not have been granted, (a) the County agrees to defend, indemnify and save harmless Railroad and its officers, employees and agents, from and against any and all claims, demands, actions and causes of action, and to assume all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred or sustained by Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred), for death of or injury to any and all persons, including but not limited

to the officers, employees, agents, patrons, invitees and licensees of the parties hereto, and for any and all loss, damage or injury to any property whatsoever, including but not limited to that belonging to or in the custody and control of the parties hereto, to the extent attributable to the County's negligence in its construction of the Pathway.

(b) the Village agrees to defend, indemnify and save harmless Railroad and its officers, employees and agents, from and against any and all claims, demands, actions and causes of action, and to assume all risk, responsibility and liability (including all liability for expenses, attorney's fees and costs incurred or sustained by Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred), for death of or injury to any and all persons, including but not limited to the officers, employees, agents, patrons, invitees and licensees of the parties hereto, and for any and all loss, damage or injury to any property whatsoever, including but not limited to that belonging to or in the custody and control of the parties hereto, to the extent attributable to the Village's negligence in its maintenance of the Pathway.

14. INSURANCE. Before commencing work and during construction of the Pathway, unless this License shall be terminated, the County shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company and the Village shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. The County agrees to provide Commercial General Liability (occurrence form) in an amount not less than \$1,000,000 dollars per occurrence, with an excess policy with limits of \$10,000,000 dollars. The Village agrees to provide Commercial General Liability (occurrence form) in an amount of \$5,000,000 dollars per occurrence, with an aggregate limit of \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Wisconsin Central Ltd. name and its Parents
Attn: Paul Chojenski
17641 South Ashland Avenue
Homewood, IL 60430
708.332.3557 (office)
paul.chojenski@cn.ca

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or

adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

Before commencing work, the County and the Village shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, The County and the Village shall deliver a certified, true and complete copy of the policy or policies at their sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve the County or the Village from or serve to limit County's or the Village's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Village shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give the Village written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and the Village agree to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by the County or the Village, then, before any work is commenced hereunder, the County or the Village shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with the required insurance coverages, limits and terms applicable to the County or the Village, or (ii) the contractor is fully covered under the County's or the Village's insurance policies.

15. REMOVAL OF Pathway AND CROSSING PROPER. Prior to termination of this Agreement, the Village shall remove its Pathway from Railroad's Property (except for the Crossing Proper located between the ends of ties) and restore the Railroad's Property, as near as may be, to its former condition insofar as such restoration may in the opinion of Railroad's duly authorized representative be practical, all at Village's sole risk and expense. If the Village fails to so remove and restore, Railroad shall have the right, but not the obligation, to do so at the Village's sole risk and expense. Upon termination, Railroad shall have the right, but not the duty, to remove the Pathway and Crossing Proper and to restore the Railroad's Property, all at the Village's sole risk and expense. The Village shall pay the cost of any work performed by Railroad upon presentation of a bill. Railroad shall have the right to require the Village to deposit the estimated cost of any or all removal or restoration work involving the Pathway and/or Crossing Proper or to furnish an acceptable

performance bond in such amount upon execution of this Agreement or at any time thereafter to assure complete performance under this Section.

16. ASSIGNMENT. The County and the Village shall not have the right to assign this Agreement without first obtaining the consent in writing of the Railroad, which consent will not be unreasonably withheld.

17. TAXES. Pursuant to those terms and conditions set forth in Paragraph 18 hereof, the Village shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against that portion of the premises of the Railroad identified herein as the License Area because of the construction, existence, operation or use of said Pathway and Crossing Proper, , and shall reimburse the Railroad for any such taxes, license fees or other charges which may otherwise be the responsibility of the Railroad to pay.

18. BILLS. For all bills submitted by the Railroad to the County or the Village pursuant to the terms of this Agreement, the County and Village will comply with the Illinois Local Government Prompt Payment Act.

19. ENFORCEABILITY. In the event that any parts, sections or other portions of this Agreement are found unenforceable under the applicable law of any courts having jurisdiction over this Agreement, the remaining parts, sections or other portions thereof and the enforcement of same shall not be affected and shall otherwise remain in full effect and enforceable.

20. This Agreement will be governed by the laws of the State of Illinois and venue shall be in Lake County, Illinois. Any future change or modification of this Agreement must be in writing and signed by the parties hereto except for the County if it has no further obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first above written.

WISCONSIN CENTRAL LTD.

By _____
Tom Bourgonje
Regional Chief Engineer

RECOMMENDED FOR EXECUTION

Director of Transportation / County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chairman
Lake County Board

Date: _____

Village of Buffalo Grove

By 

Title: VILLAGE MANAGER

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1258	12-00088-20-RR	LAKE	15	1
CONTRACT NO.				
FED. ROAD DIST. NO. 1 ILLINOIS FED. AID PROJECT				

STATE OF ILLINOIS

COUNTY OF LAKE

PLANS FOR PROPOSED

APTAKISIC ROAD PEDESTRIAN FLS, GATE

SECTION 12-00088-20-RR

EXHIBIT A

INDEX OF SHEETS

- 1 COVER SHEET
- 2 TYPICAL SECTIONS
- 3 ULTIMATE WEILAND ROAD DESIGN
- 4 PLAN AND PROFILE
- 5-12 CONSTRUCTION DETAILS
- 13-15 CROSS SECTIONS

IDOT HIGHWAY STANDARDS

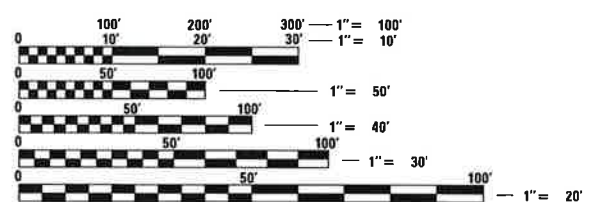
- 542301-03 PRECAST REINFORCED CONCRETE FLARED END SECTION
- 602401-03 MANHOLE TYPE A
- 701421-05 LANE CLOSURE, MULTILANE, DAY OPERATIONS ONLY, FOR SPEEDS >= 45 MPH TO 55 MPH
- 701426-05 LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER., FOR SPEEDS >= 45 MPH

LCDOT HIGHWAY STANDARDS

- LC2051 PERIMETER EROSION BARRIER INSTALLATION
- LC2101 SEGMENTAL CONCRETE BLOCK WALL
- LC4201 CURB RAMPS WITH TRAFFIC SIGNAL POSTS & MAST ARMS
- LC4202 CONCRETE WASHOUT FACILITIES
- LC5402 JOINT TIES FOR CONCRETE PIPE
- LC6601 ORNAMENTAL FENCE
- LC7000 TWO LANE, TWO WAY, OFF-ROAD OPERATIONS DAY OPERATIONS ONLY

ATPAKISIC ROAD
DESIGN DESIGNATION = MINOR ARTERIAL
POSTED SPEED = 45 MPH
2008 ADT = 19,500 VPD

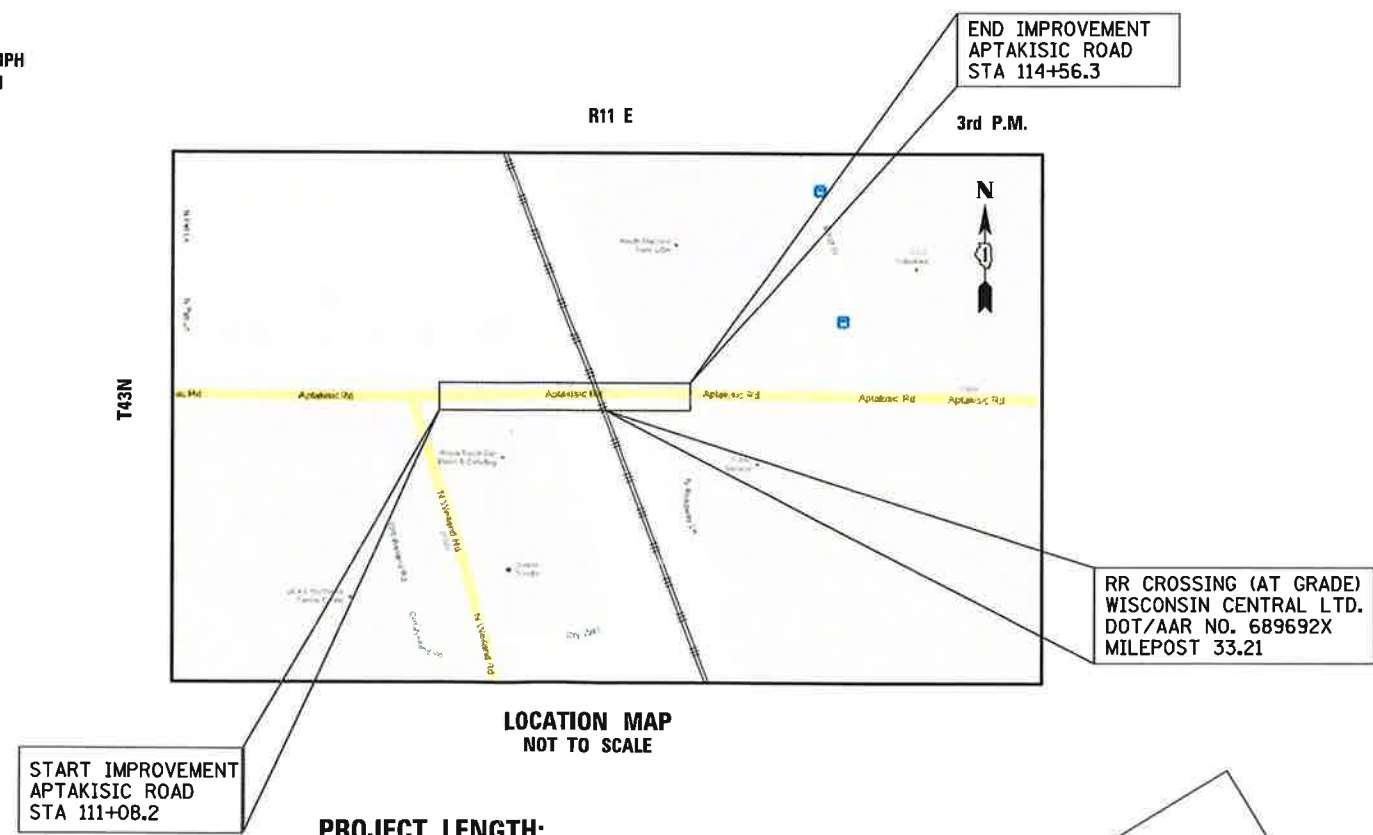
WISCONSIN CENTRAL LIMITED RR
2010 ADT = 44 TPD (22 PASSENGER)



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

FOR UNDERGROUND UTILITY LOCATIONS, CALL

J. U. L. I. E. with the following
COUNTY: LAKE
TOWNSHIP: VERNON
SECTION: NE 1/4 OF 28
48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN, & HOLIDAYS
TOLL FREE 1-800-892-0123



PROJECT LENGTH:
PROJECT TOTAL - 348.1 FT (0.066 MILES) (GROSS & NET)

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

BUILDING LAKE COUNTY'S
EFFECTIVE TRANSPORTATION
SYSTEM TODAY

APPROVED
DEPARTMENT OF TRANSPORTATION

DATE 20

Regional Engineer

County Engineer
On behalf of IDOT pursuant to Agreement
of Understanding dated January 22, 2003

Plans Prepared By:

Signatures:

Date: 8/14/2013

Illinois License No: 062-056273

Expiration Date: 11/30/2017

Field: CIVIL ENGINEER

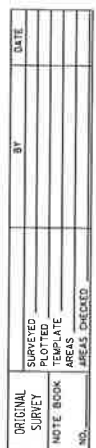
Approved By:

Date: County Engineer



PLANS PREPARED BY:

Two Pierce Place, Suite 1400 - Itasca, Illinois 60143
Tel: 630.773.3900 - Fax: 630.773.3975
www.civiltechinc.com



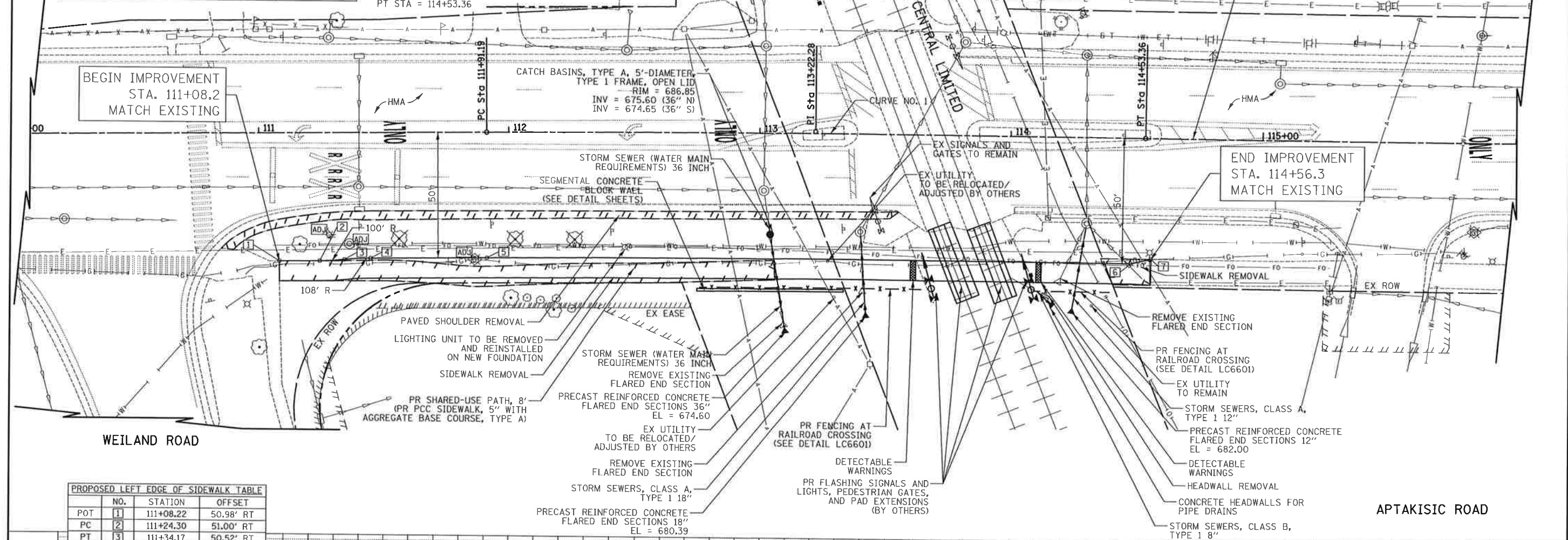
EXISTING APTAKISIC ROAD ALIGNMENT DATA

DESCRIPTION	STATION	NORTHING	EASTING
POT	92+61.15	2009371.9412	1086667.4990
PC	111+91.19	2009397.7143	1088597.3666
PI	113+22.28	2009399.4649	1088728.4443
P1	114+53.36	2009398.2163	1088659.5277
POT	128+10.84	2009385.2759	1090218.1011

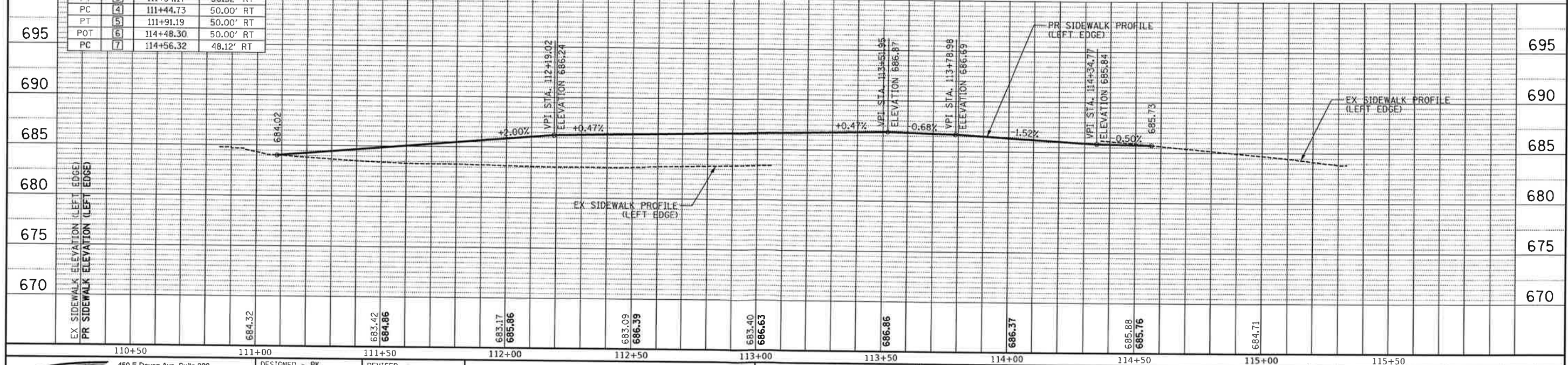
CURVE NO. 1

$\Delta = 1^\circ 18' 39''$ (RT)
 $D = 0^\circ 30' 00''$
 $R = 11,459.00'$
 $T = 131.09'$
 $L = 262.17'$
 $E = 0.75'$
 PC STA = 111+91.19
 PI STA = 113+22.28
 PT STA = 114+53.36

FINAL SURVEY				SURVEYED _____		8"		DATE _____
NOTE BOOK				PLOTTED _____				
				TEMPLATE _____				
				AREAS _____				
				AREAS CHECKED _____				
NO. _____								



PROPOSED LEFT EDGE OF SIDEWALK TABLE			
	NO.	STATION	OFFSET
POT	1	111+08.22	50.98' RT
PC	2	111+24.30	51.00' RT
PT	3	111+34.17	50.52' RT
PC	4	111+44.73	50.00' RT
PT	5	111+91.19	50.00' RT
POT	6	111+48.30	50.00' RT
PC	7	111+56.32	48.12' RT



450 E Devon Ave, Suite 300
Itasca, Illinois 60143
Tel: 630.773.3900 Fax: 630.773.3975
www.clviltechinc.com

DESIGNED - PK	REVISED -
DRAWN - TGB	REVISED -
CHECKED - RTM	REVISED -
DATE - 11/3/2017	REVISED -

REVISED	-
REVISED	-
REVISED	-
REVISED	-

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

Diagram illustrating the scales for vertical and horizontal measurements:

- VERT. SCALE:** Markings at 0, 5, and 10.
- HORIZ. SCALE:** Markings at 0, 20, and 40.

PLAN AND PROFILE

SHEET NO. 1 OF 1 SHEETS	STA.	TO STA.
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1258	12-00088-20-RR	LAKE	15	4
CONTRACT NO.				
FED. ROAD DIST. NO. 1 ILLINOIS FED. AID PROJECT				

Route : F.A.U. 2665 (Weiland Road)
Section: 14-00158-11-WR
County : Lake
Job No.: R-55-001-97
Parcel : 0069P.E.
Sta. 112+91.35 To Sta. 114+41.76

Index No. 15-21-400-025-8900(pt)
15-28-200-069-8900(pt)

That part of the Southeast Quarter of the Southeast Quarter of Section 21 and that part of the Northeast Quarter of the Northeast Quarter of Section 28, Township 43 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois, described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 21; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 89 degrees 51 minutes 23 seconds West along the south line of the Southeast Quarter of said Section 21, a distance of 507.36 feet to the northeasterly line of the Wisconsin Central Limited Railroad right of way and the point of beginning; thence South 21 degrees 21 minutes 44 seconds East along the said northeasterly line of the Wisconsin Central Limited Railroad right of way, a distance of 41.20 feet to a point 60.00 feet normally distant South of the center line of Aptakisic Road recorded August 28, 1946 as document number 598702, being also the northwest corner of Lot 1 in U-Stor-It Buffalo Grove Subdivision recorded October 27, 2000 as document number 4601729; thence North 89 degrees 22 minutes 34 seconds West along a line 60.00 feet normally distant South of and parallel with the said center line of Aptakisic Road, a distance of 84.43 feet to an angle point; thence South 89 degrees 14 minutes 06 seconds West along a line 60.00 feet normally distant South of and parallel with the said center line of Aptakisic Road, a distance of 23.19 feet to the southwesterly line of the Wisconsin Central Limited Railroad right of way; thence North 21 degrees 21 minutes 44 seconds West along the said southwesterly line of the Wisconsin Central Limited Railroad right of way, a distance of 117.51 feet to a point 50.00 feet normally distant North of the said center line of Aptakisic Road; thence North 89 degrees 14 minutes 06 seconds East along a line 50.00 feet normally distant North of and parallel with the said center line of Aptakisic Road, a distance of 65.87 feet to an angle point; thence South 89 degrees 22 minutes 34 seconds East along a line 50.00 feet normally distant North of and parallel with the said center line of Aptakisic Road, a distance of 41.35 feet to the northeasterly line of the Wisconsin Central Limited Railroad right of way, being also the southwest corner of Lot 2 in Tucker Group Re-Subdivision recorded September 11, 1997 as document number 4018069; thence South 21 degrees 21 minutes 44 seconds East along the said northeasterly line of the Wisconsin Central Limited Railroad right of way, a distance of 77.43 feet to

(Continued)

EXHIBIT A.4

Route : F.A.U. 2665 (Weiland Road)
Section: 14-00158-11-WR
County : Lake
Job No.: R-55-001-97
Parcel : 0069P.E.
Sta. 112+91.35 To Sta. 114+41.76

Index No. 15-21-400-025-8900 (pt)
15-28-200-069-8900 (pt)

the point of beginning.

Said permanent easement containing 0.271 acre, more or less.

Said permanent easement to be used for highway purposes.

PART OF THE SE 1/4 OF SEC. 21 AND PART OF THE NE 1/4 OF SEC. 28, TWP. 43 N., R. 11 E. OF THE 3RD. P.M.,
IN LAKE COUNTY, ILLINOIS.

COORDINATE TABLE			
STATION	OFFSET	NORTH	EAST
113+91.30	65.00' Lt.	2,009,464.542	1,088,798.163
113+97.35	50.00' Lt.	2,009,449.477	1,088,804.055
114+26.64	21.80' Rt.	2,009,377.370	1,088,832.259
114+41.76	60.00' Rt.	2,009,339.000	1,088,847.267
115+25.00	60.00' Rt.	2,009,338.094	1,088,930.499
115+25.00	84.00' Rt.	2,009,314.095	1,088,930.238
115+75.00	60.00' Rt.	2,009,337.549	1,088,980.496
115+75.00	84.00' Rt.	2,009,313.551	1,088,980.235
116+10.00	50.00' Lt.	2,009,447.162	1,089,016.692
116+10.00	65.00' Lt.	2,009,462.161	1,089,016.655
117+49.42	50.00' Lt.	2,009,445.644	1,089,156.102
117+84.37	86.78' Lt.	2,009,482.046	1,089,191.455
118+00.95	49.78' Rt.	2,009,345.309	1,089,206.542
118+01.01	60.00' Rt.	2,009,335.089	1,089,206.494
118+64.61	83.52' Rt.	2,009,477.907	1,089,271.654
118+99.58	50.00' Lt.	2,009,444.009	1,089,306.255
119+00.86	48.44' Rt.	2,009,345.559	1,089,306.462
119+33.02	50.00' Lt.	2,009,443.645	1,089,339.695
119+33.63	15.00' Rt.	2,009,378.643	1,089,339.617

EXISTING R.O.W. RECORDED INFORMATION			
Parcel	Document No.	Date Recorded	
0046	2693514	June 22, 1988	
0046	2755939	January 9, 1989	
0047	35931	July 1, 1987	
0047	1404289	December 12, 1988	
0047	4601728	October 27, 2000	
0047	4601729	October 27, 2000	
-----	35931	July 1, 1987	
-----	598702	August 28, 1946	
-----	2693514	June 22, 1988	
-----	2755939	January 9, 1989	
-----	3219673	September 30, 1992	
-----	3225992	October 14, 1992	
-----	3912044	December 18, 1996	

SEE SHEET 27

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
0046T.E.	4.384	N/A	N/A	4.384	0.074	Grading	15-21-407-028
0047T.E.	2.489	N/A	N/A	2.489	0.028	Construction Purposes	15-28-201-015 15-28-201-016
0069P.E.	N/A	N/A	N/A	N/A	0.271	Highway Purposes	15-21-400-025-8900(p) 15-28-200-069-8900(p)

LEGEND

SECTION CORNER 16 15

QUARTER SECTION CORNER

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

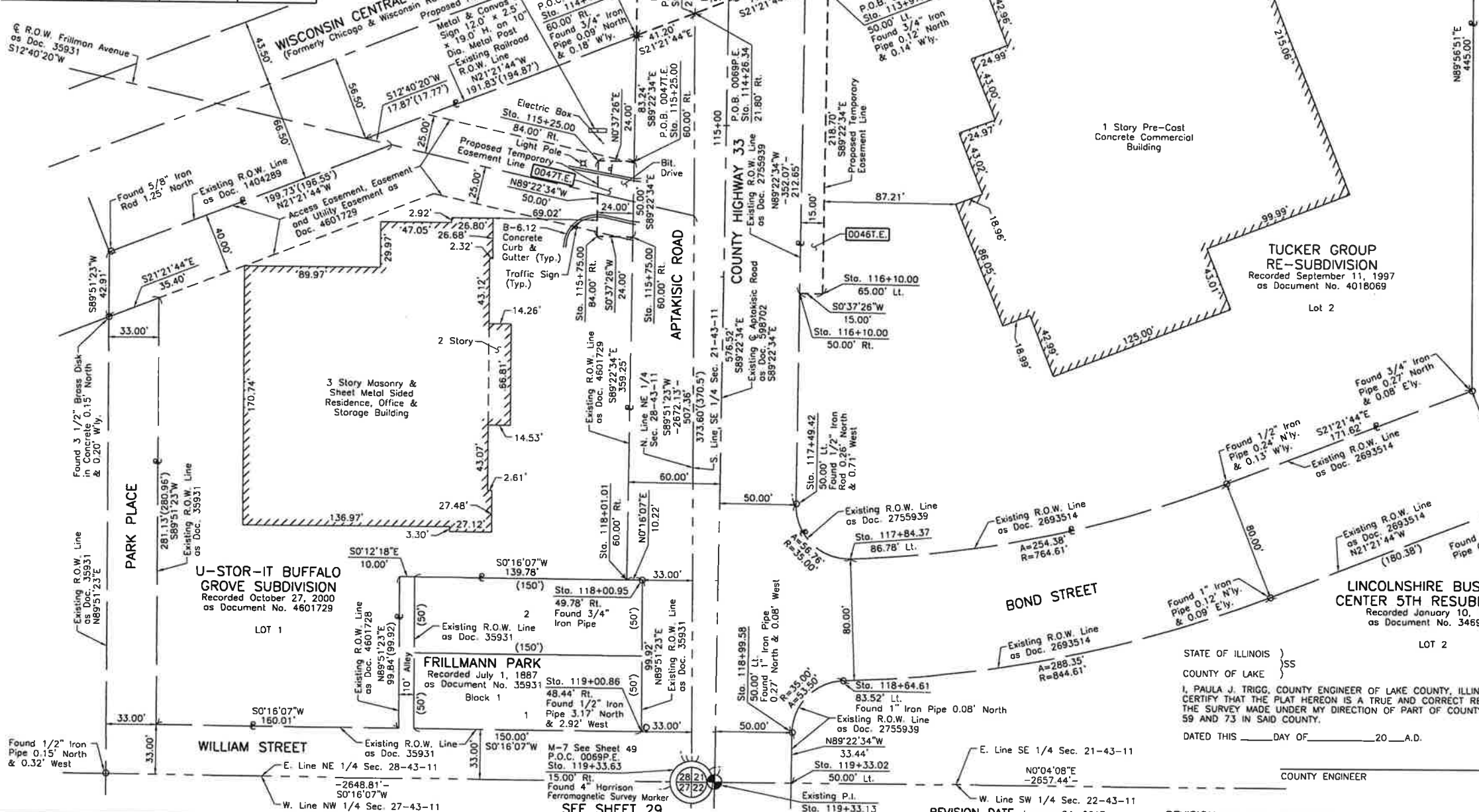
APL
APPARENT PROPERTY LINE
EXISTING CENTER LINE
PROPOSED CENTER LINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORD DIMENSION

EXISTING BUILDING

Scale: 1"=40'

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
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.
BT1
BT2
BT3
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 }
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 BETWEEN SECTION 21, TOWNSHIP 43N., RANGE 11E. AND SECTION 28, TOWNSHIP 43N., RANGE 11E., 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 LAKE COUNTY DIVISION OF TRANSPORTATION, STATE OF ILLINOIS.
DATED AT LAKE VILLA, ILLINOIS THIS ____ DAY OF ____ 20__ A.D.

COORDINATE TABLE

STATION	OFFSET	NORTH	EAST
112+48.46	50.00' Lt.	2,009,448.475	1,088,653.959
112+66.23	50.00' Lt.	2,009,448.712	1,088,671.732
112+67.22	114.20' Lt.	2,009,512.924	1,088,671.862
112+68.59	60.00' Rt.	2,009,338.753	1,088,675.560
112+91.35	50.00' Lt.	2,009,449.047	1,088,696.846
113+32.69	60.00' Rt.	2,009,339.609	1,088,739.651
113+55.88	60.00' Rt.	2,009,339.919	1,088,762.843
113+57.22	50.00' Lt.	2,009,449.927	1,088,762.708

* Back Sighting Extended Forward

**PLAT OF HIGHWAYS
LAKE COUNTY
DIVISION OF TRANSPORTATION**
F.A.U. 2665 (WEILAND ROAD)
LIMITS: LAKE-COOK ROAD TO ILLINOIS ROUTE 22
LAKE COUNTY
SECTION: 14-00158-11-WR JOB NO. R-55-001-97
STATION 112+00 TO STATION 120+00
SCALE: 1"=40' SHEET 28 OF 53

LAKE COUNTY DIVISION OF TRANSPORTATION
600 WEST WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048