PROJECT SPECIFIC AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENT OF WEILAND ROAD
AND FOR THE DEDICATION OF RIGHT-OF-WAY
AND GRANTING OF TEMPORARY EASEMENTS
FROM LAKE COOK ROAD TO APTAKISIC ROAD

THIS AGREEMENT entered into this day of	, A.D.,
20, by and between the COUNTY OF LAKE, Illinois, and Illin	ois body politic and
corporate, acting by and through its Chairman and County Board (he	ereinafter referred to
as the COUNTY); and the VILLAGE OF BUFFALO GROVE, a	an Illinois Municipal
Corporation, acting by and through its Village President and Village	e Board (hereinafter
referred to as the VILLAGE). The COUNTY and the VILLAGE	may hereinafter be
collectively referred to as "parties" and individually as a "party" to TH	IIS AGREEMENT.

WITNESSETH:

WHEREAS, the COUNTY and the VILLAGE entered into the AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR THE ROADWAY IMPROVEMENT, MAINTENANCE RESPONSIBILITIES AND JURISDICTIONAL TRANSFERS OF BUSCH ROAD/PARKWAY AND DEERFIELD PARKWAY; BUFFALO GROVE ROAD/PORT CLINTON ROAD/PRAIRIE ROAD; WEILAND ROAD; AND PRAIRIE ROAD dated the thirteenth day of June, A.D. 1995 and amended the nineteenth day of January, A.D. 2017 by Amendment #1 to said aforementioned Agreement (the Agreement and Amendment #1 collectively shall hereinafter be referred to as the 1995 AGREEMENT) stipulating specific improvements, maintenance and the jurisdictional transfers of said named roadways located within the VILLAGE; and.

WHEREAS, said 1995 AGREEMENT requires that the COUNTY and the VILLAGE enter into a project specific agreement for each stage of improvement for said named roadways prior to the commencement of the construction of a specific improvement; and,

WHEREAS, THIS AGREEMENT sets forth the specific duties and responsibilities of the COUNTY and the VILLAGE for the improvement of Weiland Road (COUNTY Highway 73) from Lake Cook Road to Aptakisic Road (COUNTY Highway 33), and as such, complies with the requirement set forth in the 1995 AGREEMENT for a project specific agreement; and,

WHEREAS, the COUNTY and the VILLAGE mutually agree that the terms and conditions outlined in THIS AGREEMENT shall supersede the 1995 AGREEMENT relating to the subject matter contained herein THIS AGREEMENT, and in the event of a conflict between THIS AGREEMENT and the 1995 AGREEMENT, THIS AGREEMENT shall control; and,

WHEREAS, the parties hereto, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, are desirous to make certain improvements to Weiland Road, including, but not limited to, road reconstruction and widening, a noise abatement wall, drainage improvements, construction of multi-use path, sidewalk, landscaping, and the installation and replacement of permanent traffic control signals; and,

WHEREAS, the COUNTY and the VILLAGE contemplate construction of 2 stages of Weiland Road in the near future and the aforementioned construction work items, plus any other necessary associated work items, for the segment of Weiland Road from Lake Cook Road to Deerfield Parkway (hereinafter CONTRACT 1) and for the segment of Weiland Road from Deerfield Parkway to Aptakisic Road, including work at the intersection of Weiland Road and Aptakisic Road (hereinafter CONTRACT 2), shall hereinafter be referred to collectively as the IMPROVEMENT. The IMPROVEMENT shall be stage constructed and CONTRACT 1 of the IMPROVEMENT shall also be referred to as COUNTY Section 14-00158-11-WR and CONTRACT 2 of the IMPROVEMENT shall also be referred to as COUNTY Section 18-00158-13-WR. The limits of the IMPROVEMENT are generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and,

WHEREAS, the COUNTY has jurisdictional authority over Weiland Road from Lake Cook Road to Aptakisic Road and jurisdictional authority over Aptakisic Road from IL Route 83 to US Route 45/IL Route 21; and,

WHEREAS, the IMPROVEMENT is located within the sections of Weiland Road and Aptakisic Road that are under the COUNTY's jurisdiction; and,

WHEREAS, the VILLAGE currently has routine maintenance responsibility for Weiland Road from Lake Cook Road to Aptakisic Road, including snow and ice control responsibility of the roadway; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires one (1) area of real property abutting Weiland Road which is presently owned by the VILLAGE to become right-of-way (hereinafter RIGHT-OF-WAY) and three (3) temporary easements (hereinafter TEMPORARY EASEMENTS) within property owned by the VILLAGE (hereinafter TEMPORARY EASEMENT PROPERTY); and,

WHEREAS, the Plat of Highways showing the RIGHT-OF-WAY (as Parcel 0041) and TEMPORARY EASEMENT PROPERTY (as Parcel 0009 TE, Parcel 0019 TE, and Parcel 0041 TE) (hereinafter PLAT) is attached as EXHIBIT B to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and,

WHEREAS, the legal descriptions for the RIGHT-OF-WAY and TEMPORARY EASEMENT PROPERTY are attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

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

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., (hereinafter the ACT) authorizes units of local government to agree to transfer land between said units of local government; and,

WHEREAS, pursuant to the ACT, the VILLAGE may transfer all of its right, title and interest, in the property needed for the IMPROVEMENT to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT; and,

WHEREAS, the VILLAGE agrees to convey to the COUNTY the necessary RIGHT-OF-WAY and TEMPORARY EASEMENT PROPERTY for the IMPROVEMENT; and,

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

WHEREAS, the VILLAGE is desirous that the COUNTY should appropriately adjust portions of existing VILLAGE-owned WATERMAIN and SANITARY SEWER structures and appurtenances and remove and/or relocate portions of existing VILLAGE-owned WATERMAIN and SANITARY SEWER in conflict with the proposed IMPROVEMENT (collectively hereinafter WATERMAIN and SANITARY SEWER WORK) and that the WATERMAIN and SANITARY SEWER WORK shall be included as part of the IMPROVEMENT, as municipal facilities and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE owns and maintains certain street lighting facilities within the project limits in conflict with the proposed IMPROVEMENT, including light poles, foundations, controllers, conduit and other miscellaneous appurtenances (hereinafter LIGHTING), for which adjustment, removal and/or relocation is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY should appropriately adjust, remove and/or relocate portions of existing VILLAGE-owned LIGHTING in conflict with the proposed IMPROVEMENT (collectively hereinafter LIGHTING WORK) and that the LIGHTING WORK shall be included as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the construction, adjustment and/or relocation of VILLAGE sidewalk and shared-use path, inclusive of concrete ramps with detectable warnings at intersections (hereinafter NON-MOTORIZED FACILITIES) as part of the IMPROVEMENT, as municipal facilities and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and.

WHEREAS, a segment of the NON-MOTORIZED FACILITIES to be constructed within the IMPROVEMENT is proposed along the south side of Aptakisic Road and will cross the Wisconsin Central Limited Railroad (hereinafter RAILROAD) tracks and necessitates the need for pedestrian gates to be installed by the RAILROAD (hereinafter PEDESTRIAN GATES) at said crossing of the NON-MOTORIZED FACILITIES segment at the tracks; and,

WHEREAS, the VILLAGE shall be responsible for all repair costs associated with any damage or vandalism to the PEDESTRIAN GATES by a third party, as outlined under the Illinois Commerce Commission Agreed Orders related to T16-0054 and under the separate agreement between the RAILROAD, VILLAGE, and the COUNTY titled "License for a Pathway" with an effective date of September 18, 2017; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the construction of pedestrian crossings with rapid rectangular flashing beacons at Weiland Road approximately 700 feet north of Woodstone Drive and at Weiland Road approximately 700 feet north of Newtown Drive (hereinafter PEDESTRIAN CROSSINGS) as part of the IMPROVEMENT, as municipal facilities and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the planting of trees and perennial plants (collectively hereinafter LANDSCAPING) as part of the IMPROVEMENT, as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE WATERMAIN, SANITARY SEWER, LIGHTING, NON-MOTORIZED FACILITIES, PEDESTRIAN CROSSINGS, and LANDSCAPING shall collectively be known as VILLAGE facilities (hereinafter VILLAGE FACILITIES); and,

WHEREAS, as determined by engineering studies in accordance with the federal process, the IMPROVEMENT includes the construction of a noise abatement wall located on the west side of Weiland Road from Newtown Drive to approximately five hundred (500) feet north of Newtown Drive (hereinafter NOISE WALL). The ownership and maintenance of the said NOISE WALL rests with the agency that has jurisdictional control over Weiland Road; and,

WHEREAS, in accordance with 1995 AGREEMENT and upon completion of the IMPROVEMENT to Weiland Road, the COUNTY shall transfer jurisdictional authority of Weiland Road from Lake Cook Road to Aptakisic Road to the VILLAGE and the forms required by the Illinois Department of Transportation (IDOT) to effectuate said jurisdictional transfer of Weiland Road have already been executed and approved by the VILLAGE Board, COUNTY Board and IDOT; and,

WHEREAS, the COUNTY and the VILLAGE anticipate the use of federal locally programmed Surface Transportation Program (STP) funds for the IMPROVEMENT as heretofore generally described, which is programmed through the Lake County Council of Mayors; and,

WHEREAS, the Lake County Council of Mayors is part of the Chicago Metropolitan Agency for Planning (CMAP), which is the designated metropolitan planning organization for northeastern Illinois, which facilitates distribution of these federal funds; and,

WHEREAS, IDOT is the implementing agency for STP funding; as such, IDOT will let the IMPROVEMENT. Said STP funding normally covers eighty percent (80%) of the construction and construction engineering supervision costs for federally-eligible items, but the total amount of STP funding to be supplied by IDOT may be fixed; and,

WHEREAS, the IMPROVEMENT as heretofore described will be constructed in 2 stages (CONTRACT 1 and CONTRACT 2) and shall be constructed in accordance with the approved plans, specifications, estimates and construction contract, or contracts as the case may be for each stage, and may include construction items on municipal facilities that may not eligible for federal aid; and,

WHEREAS, the approximate limits of the IMPROVEMENT, including existing and proposed VILLAGE FACILITIES within the IMPROVEMENT, are as indicated in the attached EXHIBIT D to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and,

WHEREAS, the estimated costs to the VILLAGE for its share of the IMPROVEMENT is as indicated in the attached EXHIBIT E to THIS AGREEMENT, which by reference herein, is hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE; 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 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.

Design, Construction and Maintenance of the IMPROVEMENT CONTRACT 1: COUNTY Section Number 14-00158-11-WR and CONTRACT 2: COUNTY Section Number 18-00158-13-WR COUNTY Responsibilities and VILLAGE Responsibilities

- The design engineering plans for the overall IMPROVEMENT have been prepared, or are in process of preparation, for stage construction and include the following work:
 - a. CONTRACT I SECTION NUMBER 14-00158-11-WR: WEILAND ROAD FROM LAKE COOK ROAD TO DEERFIELD PARKWAY: The widening and reconstruction of the existing pavement to a 5-lane cross section of 2 through lanes in each direction with either a continuous center painted median, separate left turn lanes, bi-directional left turn lane and/or landscaped median(s); 3-foot wide paved shoulders between the outside travel lanes and the B-6.12 curb and gutter to accommodate on-road bicycle travel; the removal of the existing sidewalk and the construction of an 8-foot wide separate shared-use path along the west side of Weiland Road; sidewalk varying from 5 to 10 feet in width along the east side of Weiland Road connecting existing segments of sidewalk; 2 pedestrian crossings with rapid rectangular flashing beacons at Weiland Road approximately 700 feet north of Woodstone Drive and at Weiland Road approximately 700 feet north of Newtown Drive; a noise abatement wall along the west side of Weiland Road from just north of Newtown Drive and extending north for approximately 500 feet; the construction of a detention basin on the east side of Weiland Road between Pope Boulevard and Pauline Avenue.

- b. CONTRACT 2 SECTION NUMBER 18-00158-13-WR: WEILAND ROAD FROM DEERFIELD PARKWAY TO APTAKISIC ROAD AND APTAKISIC ROAD FROM JOSEPH COURT TO BOND STREET: The widening and reconstruction of the existing Weiland Road pavement to a 5-lane cross section of 2 through lanes in each direction with either a continuous center painted median, separate left turn lanes, bi-directional left turn lane and/or landscaped median(s); 3-foot wide paved shoulders between the outside travel lanes and the B-6.12 curb and gutter to accommodate on-road bicycle travel; the addition of dual left turn lanes for northbound Weiland Road to westbound Aptakisic Road, dual right turn lanes for northbound Weiland Road to eastbound Aptakisic Road and dual left turn lanes for westbound Aptakisic Road to southbound Weiland Road; the widening and reconstruction of the existing Aptakisic Road pavement to maintain 2 through lanes in each direction and the addition of pavement necessary to accommodate proper receiving lanes for the turn lanes from Weiland Road along with either a continuous center painted median, separate left turn lanes, bi-directional left turn lane and/or raised median(s); the removal of intermittent segments of the existing sidewalk and the construction of an 8foot wide shared-use path along the west side of Weiland Road; the removal of intermittent segments of the existing sidewalk and the construction of a continuous new sidewalk of varying width along the east side of Weiland Road from Deerfield Parkway to Aptakisic Road; the removal and the relocation of the existing shared-use path along the south side of Aptakisic Road from approximately Pet Lane to Weiland Road to accommodate the pavement widening; the relocation of the shared-use path along the south side of Aptakisic Road between Weiland Road and Bond Street to accommodate the pavement widening; and the construction of a shareduse path/sidewalk along the south side of Aptakisic Road to complete the path across the RAILROAD right-of-way.
- 2. With respect to the IMPROVEMENT, the COUNTY agrees:
 - a. To prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT (hereinafter PLANS) in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated. As of this writing, the current PLANS for CONTRACT 1 are the final set of plans prepared by Civiltech Engineering, Inc., with an anticipated submission date of July 30, 2018 and the current PLANS for CONTRACT 2 are the pre-final set of plans prepared by Civiltech Engineering, Inc., with an anticipated submission date of August 10, 2018. Said PLANS, by reference herein, hereby become a part hereof.

- b. To provide the opportunity for the VILLAGE to review and approve said PLANS.
- c. To process the construction of the IMPROVEMENT to be federally eligible and to be let and awarded by IDOT. As of this writing, the anticipated letting date for CONTRACT 1 of the IMPROVEMENT is November 9, 2018 and the anticipated letting date for CONTRACT 2 of the IMPROVEMENT is January 18, 2019. (The letting dates are subject to change, dependent upon project readiness and the availability of project funding).
- d. To cause the IMPROVEMENT to be constructed in accordance with the PLANS and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.
- e. To prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, including all property necessary to provide the stormwater detention required for the IMPROVEMENT, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary, and to compensate property owners and acquire said necessary property, either permanent or temporary, to construct the IMPROVEMENT.
- f. To record all rights-of-way and easements as necessary that may be acquired in connection with the IMPROVEMENT.
- 3. With respect to the IMPROVEMENT, the VILLAGE agrees:
 - a. To be solely responsible for all of the costs associated with the Phase I engineering study that was completed for the IMPROVEMENT and approved by IDOT on May 27, 2014.
 - b. To review and approve the PLANS for the IMPROVEMENT. Said review and approval of the PLANS by the VILLAGE shall not be unnecessarily withheld.
 - c. To assist with facilitating WATERMAIN and SANITARY SEWER WORK with local VILLAGE residents and property owners including providing notice of any temporary water and/or sewer service interruptions.
 - d. To reimburse the COUNTY for all VILLAGE costs for CONTRACT 1 in accordance with Exhibit E of THIS AGREEMENT. The VILLAGE further agrees that its estimated total obligation under THIS AGREEMENT for VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is \$364,253 for CONTRACT 1 assuming federal funding is available. The

VILLAGE further agrees that upon award of the construction contract for CONTRACT 1, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the VILLAGE FACILITIES, an amount equal to ninety five percent (95%) of its obligation for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$346,040 for CONTRACT 1. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the VILLAGE FACILITIES upon completion of CONTRACT 1, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$18,213 for CONTRACT 1.

- e. To reimburse the COUNTY for all VILLAGE costs for CONTRACT 2 in accordance with Exhibit E of THIS AGREEMENT. The VILLAGE further agrees that its estimated total obligation under THIS AGREEMENT for VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is \$422,075 for CONTRACT 2 assuming federal funding is available. The VILLAGE further agrees that upon award of the construction contract for CONTRACT 2, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the VILLAGE FACILITIES, an amount equal to ninety five percent (95%) of its obligation for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$400,971 for CONTRACT 2. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the VILLAGE FACILITIES upon completion of CONTRACT 2, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$21,104 for CONTRACT 2.
- 4. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS so as to be eligible for federal funding for construction and for Construction Engineering Supervision. If federal funding is available for the VILLAGE FACILITIES, the VILLAGE shall be responsible for one hundred percent (100%) of the costs of the Local Match for VILLAGE FACILITIES [the Local Match is commonly equal to twenty percent (20%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and twenty percent (20%) Construction Engineering Supervision costs related to the VILLAGE FACILITIES].

It is further mutually agreed by and between the parties hereto that if federal funding is not available for a portion of the VILLAGE FACILITIES and/or if any of the costs attributable to the VILLAGE are deemed to be non-participating by IDOT, the VILLAGE shall then be responsible for one hundred percent (100%) of the

costs related to those VILLAGE FACILITIES [one hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].

- 5. It is further mutually agreed by and between the parties hereto that if it is determined that federal funding is not available for construction of CONTRACT 1 and/or CONTRACT 2 as a whole, the parties agree that the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) and the VILLAGE's Village Engineer shall meet prior to the letting, and discuss, in good faith, whether it is appropriate for the parties to continue with construction of CONTRACT 1 and/or CONTRACT 2 as designed, or to seek some other alternative approach. If federal funding is not available for construction of CONTRACT 1 and/or CONTRACT 2, the implications of the lack of federal funding shall be evaluated for each contract separately.
- 6. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for municipal shared-use path and sidewalk constructed within COUNTY Highway rights-of-way as part of a COUNTY improvement.

The VILLAGE agrees that the sharing of costs for the installation of NON-MOTORIZED FACILITIES and the PEDESTRIAN CROSSINGs shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the NON-MOTORIZED FACILITIES and the PEDESTRIAN CROSSINGS with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering and construction costs for the NON-MOTORIZED FACILITIES and the PEDESTRIAN CROSSINGS as detailed in EXHIBIT E. If federal funding is available for the construction and Construction Engineering Supervision of the NON-MOTORIZED FACILITIES and the PEDESTRIAN CROSSINGS, the VILLAGE shall then be responsible for 20% of the Local Match to the federal funding for construction and Construction Engineering Supervision and shall be responsible for 20% of the design engineering costs.

7. It is mutually agreed by and between the parties hereto that the VILLAGE shall submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by October 1, 2018 for the VILLAGE FACILITIES located within the COUNTY highway right-of-way, the approval of which shall not be unnecessarily withheld by the COUNTY.

It is further mutually agreed by and between the parties hereto that, for as long as Weiland Road and Aptakisic Road are COUNTY highways, the VILLAGE agrees to continue ownership, operation and maintenance of its VILLAGE FACILITIES within the COUNTY highway right-of-way and, absent an emergency situation, the VILLAGE shall perform its maintenance on the VILLAGE FACILITIES within the

COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.

- 8. It is mutually agreed by and between the parties hereto that the VILLAGE shall be responsible for the terms outlined as VILLAGE responsibilities under the Illinois Commerce Commission Agreed Orders related to T16-0054 and under the separate agreement between the RAILROAD, VILLAGE, and the COUNTY titled "License for a Pathway" with an effective date of September 18, 2017, including but not limited to all repair costs associated with any damage or vandalism to the PEDESTRIAN GATES by a third party.
- 9. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Aptakisic Road and shall transfer jurisdiction of Weiland Road from Lake Cook Road to Aptakisic Road to the VILLAGE and the VILLAGE shall accept jurisdiction and continue maintenance responsibility of Weiland Road from Lake Cook Road to Aptakisic Road and shall continue and/or assume ownership and maintenance responsibility of VILLAGE FACILITIES adjusted and/or constructed as a part of the IMPROVEMENT.

It is further mutually agreed by and between the parties hereto that, as a part of its current maintenance responsibilities for Weiland Road, the VILLAGE is currently responsible for snow and ice control on Weiland Road and the VILLAGE shall continue responsibility for snow and ice control of Weiland Road during construction of the IMPROVEMENT and following completion of the IMPROVEMENT.

SECTION III. RIGHT-OF-WAY dedication and Grant of TEMPORARY EASEMENTS by the VILLAGE

- 1. The parties acknowledge 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 all necessary land acquisition and related conveyance documents for the conveyance of the RIGHT-OF-WAY and for the granting of the TEMPORARY EASEMENTS.
- 3. The VILLAGE agrees to dedicate to the COUNTY, at no cost to the COUNTY, for public roadway purposes, the RIGHT-OF-WAY, pursuant to the PLAT and the necessary land acquisition documents.

- 4. The VILLAGE agrees to grant the TEMPORARY EASEMENTS to the COUNTY, at no cost to the COUNTY, for the purpose of constructing the IMPROVEMENT as detailed in the PLANS, pursuant to the PLAT and the necessary land acquisition documents.
- 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 necessary land acquisition and/or conveyance documents for said RIGHT-OF-WAY and TEMPORARY EASEMENTS within ten (10) working days of the receipt of said documents.

SECTION IV. Operation and Maintenance of Traffic Control Signals

- 1. It is mutually agreed by and between the parties hereto that upon the jurisdictional transfer of Weiland Road from the COUNTY to the VILLAGE, the COUNTY shall retain ownership and operational control of the traffic signals at Weiland Road and Deerfield Parkway and at Weiland Road and Aptakisic Road. It is further mutually agreed by and between the parties hereto that the operation and maintenance of the permanent County-Owned Traffic Control Signals shall be in accordance with the Master Agreement Between the County of Lake and the Village of Buffalo Grove for Energy Costs, Maintenance Costs and Future Costs Associated with County-Owned Traffic Control Devices dated January 21, 2009 and as amended.
- 2. It is further mutually agreed by and between the parties hereto that the IMPROVEMENT will construct a new Traffic Control Signal at the intersection of Weiland Road and Thompson Boulevard. The ownership, operational control and maintenance responsibility for said Traffic Control Signal shall be in accordance with the Master Agreement Between the County of Lake and the Village of Buffalo Grove for Energy Costs, Maintenance Costs and Future Costs Associated with County-Owned Traffic Control Devices dated January 21, 2009 and as amended.
- 3. It is further mutually agreed by and between the parties hereto that upon the jurisdictional transfer of Weiland Road from the COUNTY to the VILLAGE, the ownership, operational control and maintenance responsibility of the permanent Traffic Control Signals at Weiland Road and Pauline Avenue, at Weiland Road and Aptakisic Tripp School, and at Weiland Road and Thompson Boulevard shall be transferred to the VILLAGE in accordance with the Master Agreement Between the County of Lake and the Village of Buffalo Grove for Energy Costs, Maintenance Costs and Future Costs Associated with County-Owned Traffic Control Devices dated January 21, 2009 and as amended.

SECTION V. Jurisdictional Transfer of Weiland Road from Lake Cook Road to Aptakisic Road from the COUNTY to the VILLAGE

- 1. It is mutually agreed by and between the parties that in accordance with the 1995 AGREEMENT and upon completion of the IMPROVEMENT to Weiland Road, the COUNTY will transfer jurisdictional authority of Weiland Road from Lake Cook Road to Aptakisic Road to the VILLAGE.
- It is further mutually agreed by and between the parties that the forms required by IDOT that are necessary to effectuate said jurisdictional transfer of Weiland Road have already been executed and approved by the VILLAGE Board, COUNTY Board and IDOT and that the VILLAGE shall accept jurisdiction of Weiland Road from Lake Cook Road to Aptakisic Road upon notice from the COUNTY that the IMPROVEMENT is complete.

SECTION VI. General Provisions

- 1. It is mutually agreed by and between the parties hereto that THIS AGREEMENT is subject to the requirements of the agreement between the COUNTY and IDOT relative to the federal funding approved by IDOT for the IMPROVEMENT.
 - It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for any of the VILLAGE FACILITIES are not eligible for federal funding, the VILLAGE shall then be responsible for one hundred percent (100%) of all federally ineligible costs for the ineligible portion of the VILLAGE FACILITIES.
- 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 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, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.

- 4. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
- 5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on October 1, 2018, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to October 1, 2018. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to October 1, 2018, 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 his/her signature.
- 6. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the COUNTY, except as provided for in THIS AGREEMENT.

- 11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2028.

ATTEST:	VILLAGE OF BUFFALO GROVE
Village Clerk	By: President Date:
	RECOMMENDED FOR EXECUTION
Engineer	Shane E. Schneider, P.E. Director of Transportation/ County Lake County
	COUNTY OF LAKE
ATTEST:	By: Chairman Lake County Board
County Clerk	Date:

EXHIBIT A General Depiction of the IMPROVEMENT County Sections 14-00158-11-WR and 18-00158-13-WR

Contract 1: Weiland Road - Lake Cook Road to Deerfield Parkway



Contract 2: Weiland Road - Deerfield Parkway to Aptakisic Road



EXHIBIT B Plat of Highways for the IMPROVEMENT County Sections 14-00158-11-WR and 18-00158-13-WR

PLAT OF HIGHWAYS INDEX SHEET

PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
0001T.E.	Schwaben Athletic Club, an Illinois corporation, as to an undivided 1/2 interest, and Schwaben Verein of Chicago, an Illinois corporation, as to an undivided 1/2 interest	3 & 41	
0002 0002P.E. 0002T.EA 0002T.EB	Schwaben Verein of Chicago, an Illinois corporation, and Schwaben Athletic Club, an Illinois corporation	3 & 42	
0003	Ninos Shiba	4	
0004	Leonard B. Jarc	4	
0005	Petko Stoimenov and Rouska Stoimenova, husband and wife, as Tenants by the Entirety	5	
0006	Nikolay Mihaylov and Miglena Mihaylova, husband and wife, as tenants by the entirety	5	
0007	Michael A. Beck	5	
0008	Ranjani Pidaparti and Srinivasa Reddy Pidaparti, husband and wife, as Tenants by the Entirety	5	
0009T.E.	Village of Buffalo Grove	6	
0010	Stefan Trpeski and Orhideja Trpeska, husband and wife, as Tenants by the Entirety	7	
0011 0011T.E.	Glen C. Mayer and Tammy M. Mayer, husband and wife, as Tenants by the Entirety	7	
0012 0012P.E. 0012T.E.	Raul D. Turcu and Mihaela Turcu, husband and wife, as Tenants by the Entirety	7	
0013 0013P.E. 0013T.E.	Rafael Perez Magana	8	
0014 0014P.EA 0014P.EB 0014T.EA 0014T.EB	David Scharringhausen	8	
0015T.E.	Jeanne Vastag	9	
0016P.E. 0016T.E.	William C. Roscoe and Kimberly A. Roscoe	9	
0017T.E.	Tadeusz Krzeminski and Elzbieta Krzeminska, as Tenants by the Entirety	9	
0018T.EA 0018T.EB 0018T.EC	Buffalo Grove Park District, an Illinois corporation	10, 11 & 43	
0019T.E.	The Village of Buffalo Grove	11	
0020T.E.	Amit Maini and Tanushree Maini, husband and wife, as tenants by the entirety	12	
0021T.E.	Leroy W. Brown, as Trustee under the provisions of a Trust Agreement dated March 31, 2006, and known as the Leroy W. Brown Trust Agreement	12	
0022T.E.	Napleton Equities, LLC, an Illinois limited liability company	13 & 43	
0023T.E.	David A. Kukral	13	
0024 0024T.E.	Highland Oaks, LLC	14	
0025T.E.	Country Villas of Old Farm Village Condominium Association, on behalf of the unit owners as their interests may appear	15 & 44	
0026T.E.	Commonwealth Edison Company, an Illinois corporation	16	
0027P.E. 0027T.EA 0027T.EB	Commonwealth Edison Company, an Illinois corporation	16	
0028T.E.	Buffalo Grove Park District	16 & 44	
0029T.EA 0029T.EB	County Board of School Trustees of Lake County, Illinois, for the use and benefit of Community Consolidated School No. 102	17 & 44	_
0030T.EA 0030T.EB 0030T.EC	Buffalo Grove Park District, an Illinois corporation	17, 18 & 45	
0031T.E.	Neil Plotsky and Dana Plotsky, husband and wife, in joint tenancy	19	
0032T.E.	Ice Associates, L.L.C., an Illinois limited liability company	19 & 46	

PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
0033T.E.	Gary Moderhock and Corinne Moderhock, as joint tenants	20 & 46	
0034T.E.	Edward F. McKee and Marjorie J. McKee, husband and wife, in joint tenancy	20	
0035 0035T.E.	Manhattan Real Estate Properties, LLC	21	
0036 0036T.E.	Jewish Council for Youth Services, an Illinois not—for—profit corporation	22	
0037 0037T.E.	1701 Weiland Center LLC, an Illinois limited liability company	23	
0038T.E.	Yossi Azaraf	24	
0039T.E.	Chaverim, LLC, an Illinois limited liability company	24	
0040-A 0040-B 0040T.E.	Store Master Funding, LLC, a Delaware limited liability company	25, 31 & 47	
0041 0041T.E.	Village of Buffalo Grove, an Illinois municipal corporation	25 & 47	
0042	Adrian A. Aldrich and Susan G. Aldrich, husband and wife, as joint tenants	25 & 47	
0043-A 0043-B 0043T.EA 0043T.EB	OK Capital, Inc.	26	
0044 0044T.E.	Daisy Segura and Angelita Segura, as joint tenants	26, 30 & 48	
0045 0045T.E.	Deborah A. Becker and Margaret M. Becker, as joint tenants	27 & 48	
0046T.E.	Knuth Holding, LLC, a Delaware limited liability company	28	
0047T.E.	PS Illinois Trust, a Delaware Business Trust	28	
0048 0048T.E.	James Shapiro, as Trustee under a Declaration of Trust known as the James Shapiro 1995 Trust, dated June 9, 1995	29	
0049 0049T.E.	Amerco Real Estate Company, a Nevada corporation	29 & 49	
0050 0050T.E.	Sims Family Investments, LLC, an Illinois limited liability company, as to an undivided 82% interest, and Evangeline Sims, Trustee under the Donald V. Sims Marital Trust dated October 17, 1994, as to an undivided 18%	30 & 48	
0051 0051T.E.	Peter A. Barkules	33 & 50	
0052T.E.	Chicago Title Land Trust Company, as susseccor to Main Bank, as Trustee under a trust agreement dated the 3rd day of March, 1986, known as Trust Number 86—127	33 & 50	
0053T.E.	Salvador Cordova and Elvira Cordova, his wife, in Joint Tenancy	33	
0054	The Village of Buffalo Grove, an Illinois municipal corporation	32	
0055T.E.	Pulte Home Corporation, a Michigan corporation	34	
0056 0056P.E 0056T.E.	Village of Buffalo Grove, a Municipal Corporation	35	
0057 0057T.E.	Dahlen Management Group, Inc.	36	
0058 0058T.E.	lgor Pashin	36	
0059 0059T.E.	Georg B. Sperber and Juanita A. Sperber, husband and wife, in joint tenancy	37	
0060 0060T.E.	Joseph Hautzinger	38	
0061 0061T.E.	Robert S. Walker and Elizabeth J. Walker, in Joint Tenancy	39	
0062 0062T.E.	Rainer B. Burckhardt	39	
0063 0063P.E. 0063T.EA 0063T.EB	Peggy J. Kronenberger and Doris Kronenberger, in joint tenancy	40A	
0064P.E.	The Courtyards at the Woodlands Condominium Association, on behalf of the unit owners as their interests may appear	40	

PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
0065T.E.	Jack A. Schneiderman and Renee S. Schneiderman, his wife, as joint tenants	10A	
0066T.E.	Carl A. Jalnos and Rhonda B. Jalnos, husband and wife, in Joint Tenancy	10A	
0067T.E.	David Horwitz and Karen Horwitz, husband and wife, as Tenants by the Entirety	10A	
0068T.E.	Buffalo Grove Park District, an Illinois Corporation	11A	
0069P.E.	Wisconsin Central Ltd.	28	
0070 0070T.EA 0070T.EB	1701 Weiland, LLC, an Illinois limited liability company	23A	

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

> 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 NONE

TO STATION

SCALE: N/A

SHEET 2 OF 53

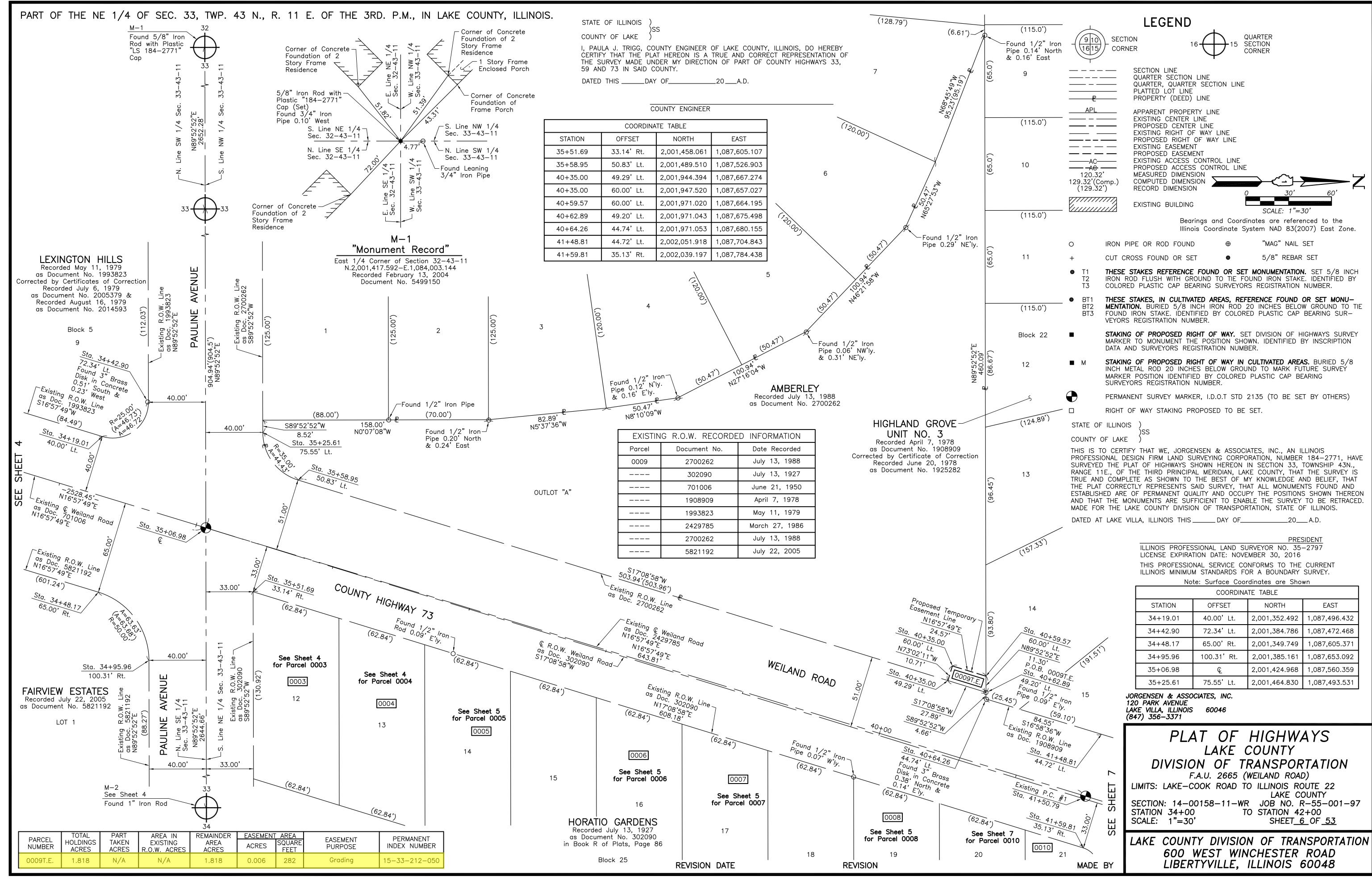
SCALE: N/A SHEET 2 OF 53

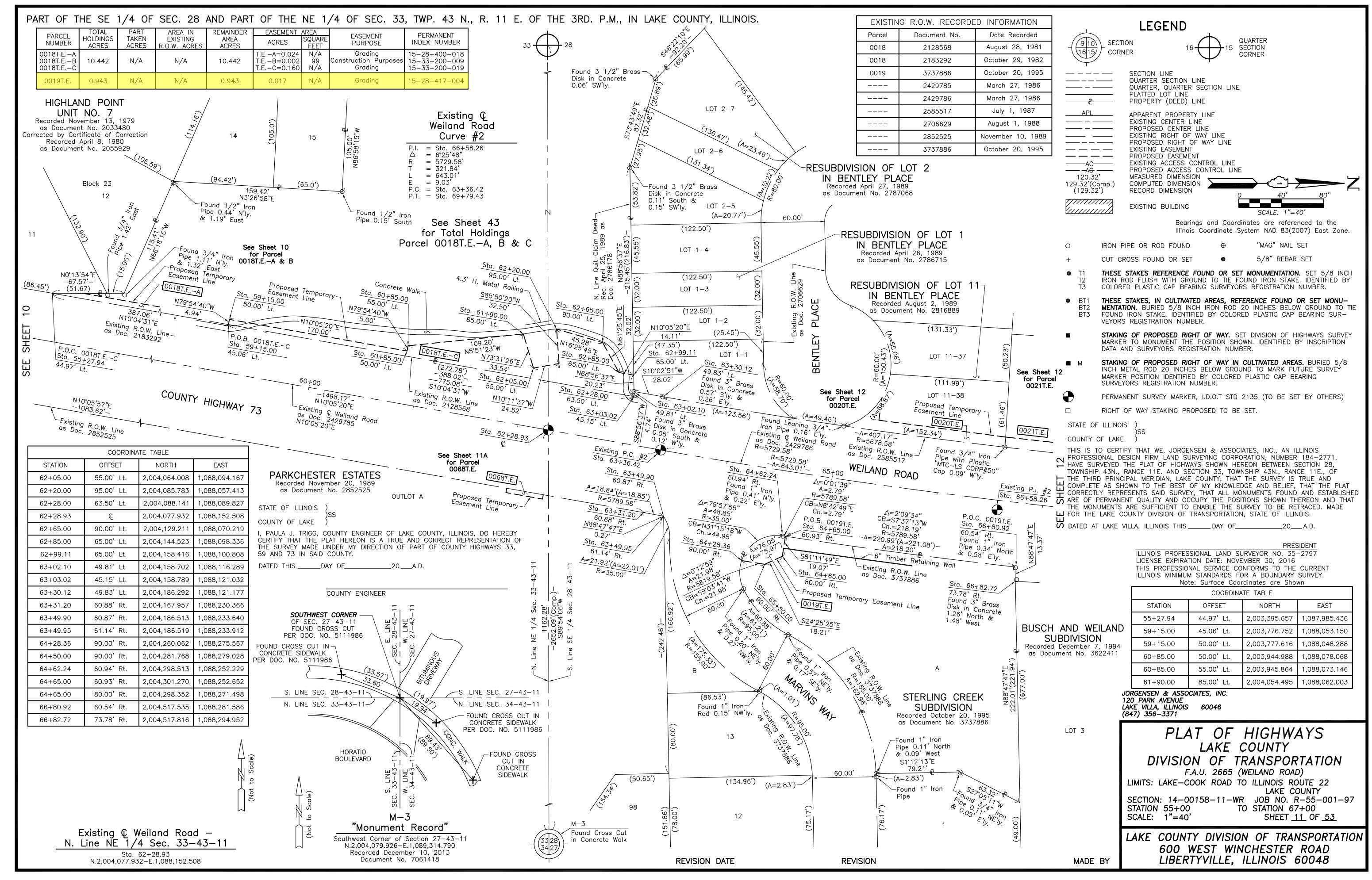
LAKE COUNTY DIVISION OF TRANSPORTATION

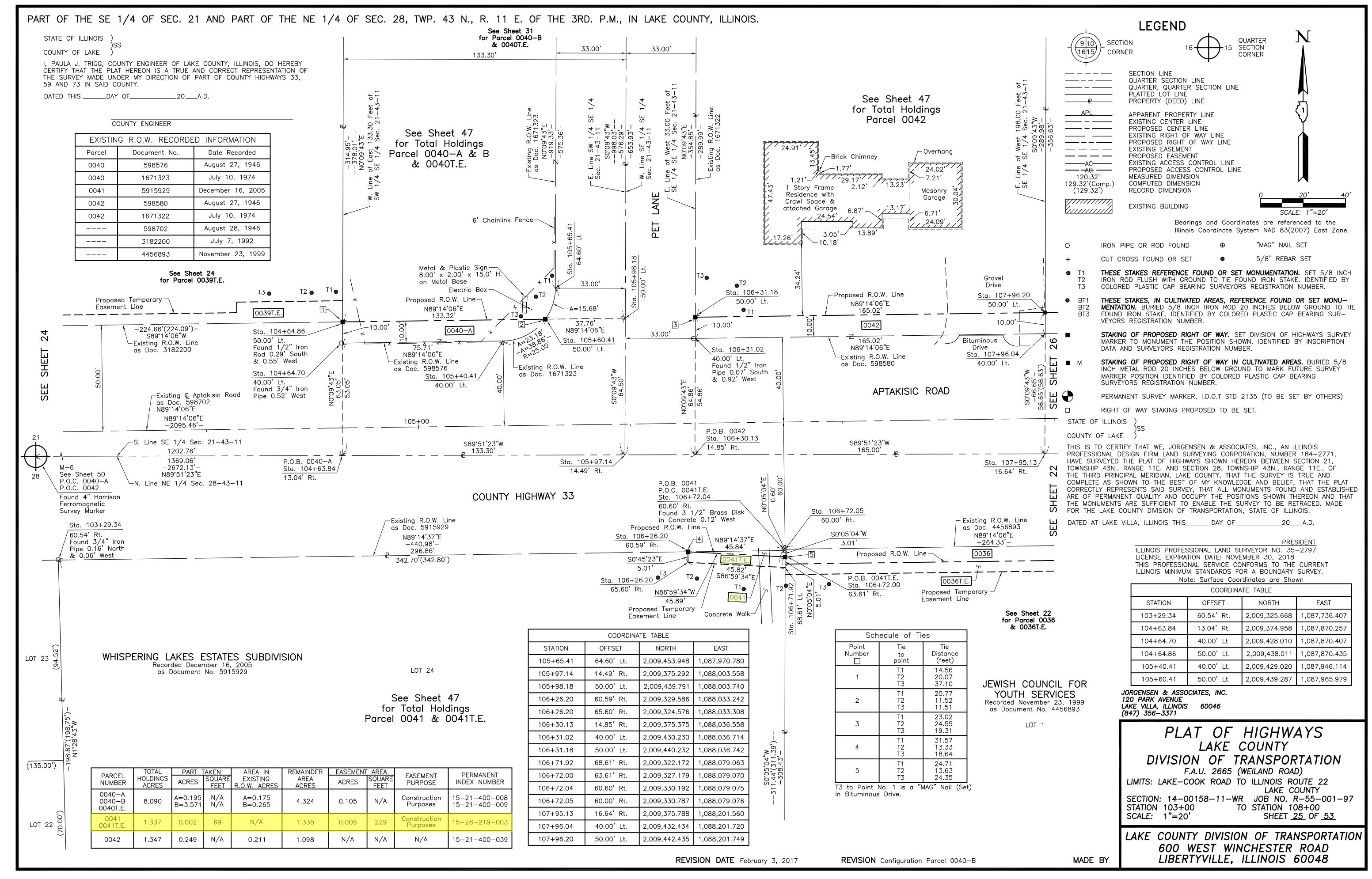
April 19, 2017

January 24, 2017 April 14, 2016 Eliminated Parcels 0037T.E.—A & B, Added Parcels 0037T.E., 0070, 0070T.E.—A & B Added Parcel 0069P.E. Added Parcels 0063P.E., 0063T.E.—A & B, 0065T.E., 0066T.E., 0067T.E. & 0068T.E.

MADE BY







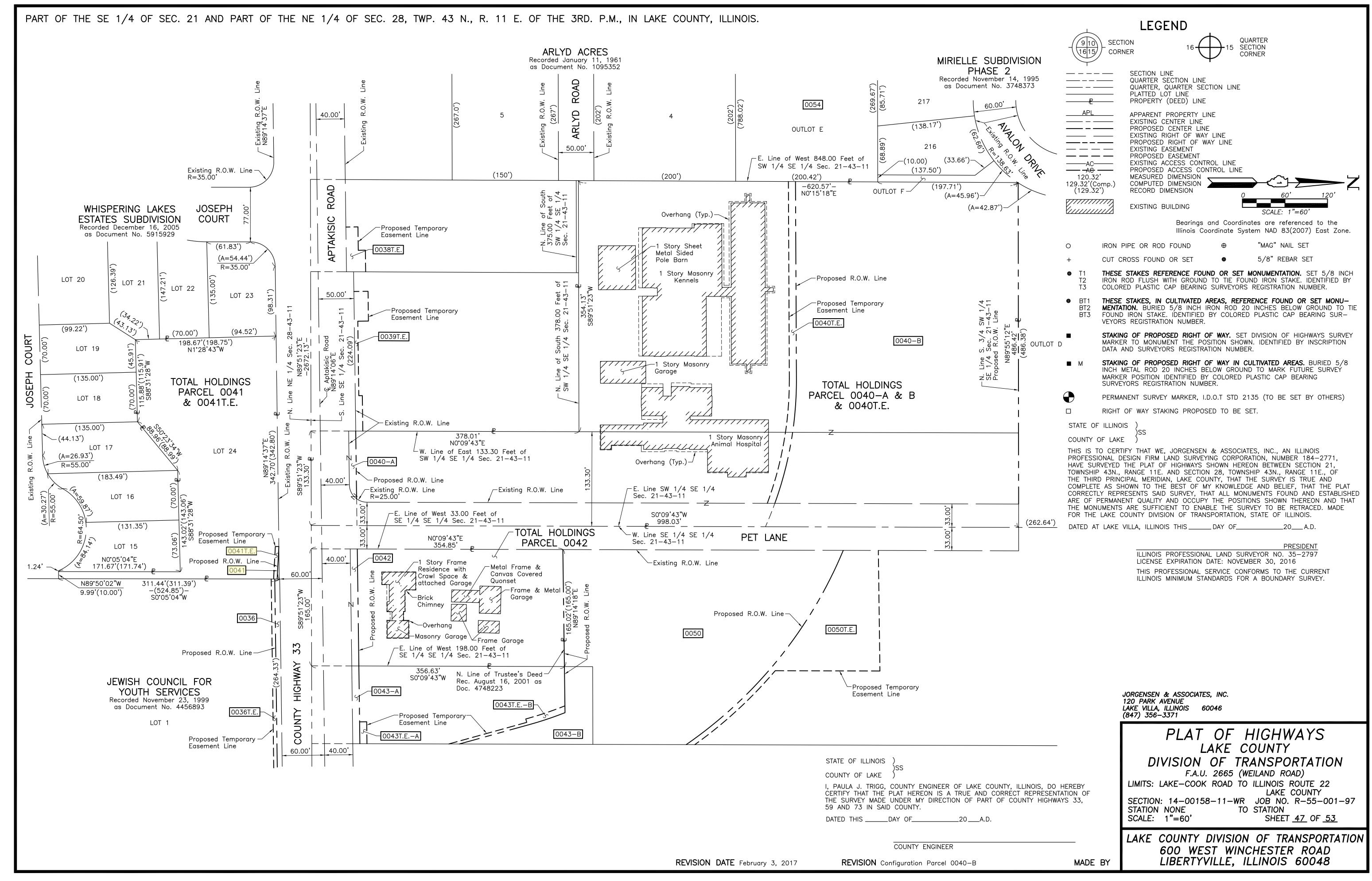


EXHIBIT C

Legal Descriptions for
VILLAGE RIGHT-OF-WAY and TEMPORARY EASEMENTS
Necessary for the IMPROVEMENT
County Sections 14-00158-11-WR and 18-00158-13-WR

Section: 14-00158-11-WR

County: Lake

Job No.: R-55-001-97 Parcel: 0009T.E.

Sta. 40+35.00 To Sta. 40+62.89

Index No. 15-33-212-050

That part of Outlot A in Amberley, being a subdivision in the North Half of Section 33, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded July 13, 1988 as document number 2700262, in Lake County, Illinois, described as follows:

Beginning at the northeast corner of said Outlot A; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 17 degrees 08 minutes 58 seconds West along the easterly line of said Outlot A, a distance of 27.89 feet; thence North 73 degrees 02 minutes 11 seconds West, a distance of 10.71 feet; thence North 16 degrees 57 minutes 49 seconds East, a distance of 24.57 feet to the north line of said Outlot A; thence North 89 degrees 52 minutes 52 seconds East along the north line of said Outlot A, a distance of 11.30 feet to the point of beginning.

Said temporary easement containing 0.006 acre, more or less, or 282 square feet, more or less.

Said temporary easement to be used for grading purposes.

Section: 14-00158-11-WR

County: Lake

Job No.: R-55-001-97 Parcel: 0019T.E.

Sta. 64+28.36 To Sta. 64+65.00

Index No. 15-28-417-004

That part of Lot A in Sterling Creek Subdivision, being a subdivision of part of the Southeast Quarter of Section 28, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded October 20, 1995 as document number 3737886, in Lake County, Illinois, described as follows:

Commencing at the northwest corner of said Lot A; thence southerly 218.20 feet along the westerly line of said Lot A on a curve to the right having a radius of 5789.58 feet, the chord of said curve bears on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 7 degrees 37 minutes 13 seconds West, 218.19 feet to the point of beginning; thence South 81 degrees 11 minutes 49 seconds East, a distance of 19.07 feet; thence South 24 degrees 25 minutes 25 seconds East, a distance of 18.21 feet; thence southerly 21.98 feet along a curve to the right having a radius of 5819.58 feet, the chord of said curve bears South 9 degrees 03 minutes 41 seconds West, 21.98 feet to the southwesterly line of A; thence northwesterly 48.85 feet Lot along southwesterly line of said Lot A on a curve to the right having a radius of 35.00 feet, the chord of said curve bears North 31 degrees 15 minutes 18 seconds West, 44.98 feet to the westerly line of said Lot A; thence northerly 2.79 feet along the westerly line of said Lot A on a curve to the left having a radius of 5789.58 feet, the chord of said curve bears North 8 degrees 42 minutes 49 seconds East, 2.79 feet to the point of beginning.

Said temporary easement containing 0.017 acre, more or less.

Said temporary easement to be used for grading purposes.

Section: 14-00158-11-WR

County: Lake

Job No.: R-55-001-97

Parcel: 0041

Sta. 106+26.20 To Sta. 106+72.04

Index No. 15-28-219-003

That part of Lot 24 in Whispering Lakes Estates Subdivision, being a subdivision in the Northeast Quarter of Section 28, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 16, 2005 as document number 5915929, in Lake County, Illinois, described as follows:

Beginning at the northeast corner of said Lot 24; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 0 degrees 05 minutes 04 seconds West along the east line of said Lot 24, a distance of 3.01 feet; thence North 86 degrees 59 minutes 34 seconds West, a distance of 45.89 feet to the north line of said Lot 24; thence North 89 degrees 14 minutes 37 seconds East along the north line of said Lot 24, a distance of 45.84 feet to the point of beginning.

Said parcel containing 0.002 acre, more or less, or 69 square feet, more or less.

Section: 14-00158-11-WR

County: Lake

Job No.: R-55-001-97 Parcel: 0041T.E.

Sta. 106+26.20 To Sta. 106+72.00

Index No. 15-28-219-003

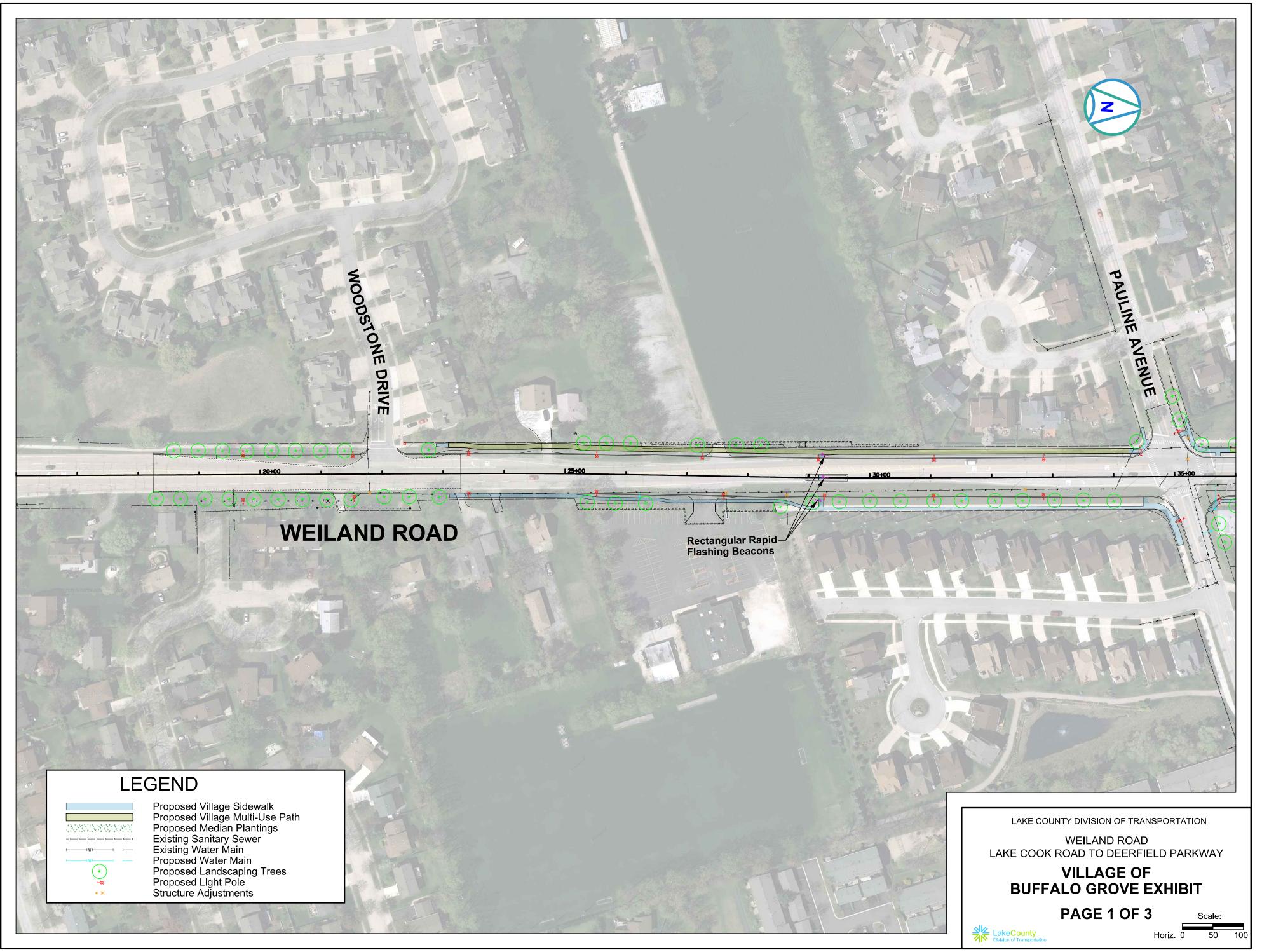
That part of Lot 24 in Whispering Lakes Estates Subdivision, being a subdivision in the Northeast Quarter of Section 28, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 16, 2005 as document number 5915929, in Lake County, Illinois, described as follows:

Commencing at the northeast corner of said Lot 24; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of South 0 degrees 05 minutes 04 seconds West along the east line of said Lot 24, a distance of 3.01 feet to the point of beginning; thence North 86 degrees 59 minutes 34 seconds West, a distance of 45.89 feet to the north line of said Lot 24; thence South 0 degrees 45 minutes 23 seconds East, a distance of 5.01 feet; thence South 86 degrees 59 minutes 34 seconds East, a distance of 45.82 feet to the east line of said Lot 24; thence North 0 degrees 05 minutes 04 seconds East along the east line of said Lot 24, a distance of 5.01 feet to the point of beginning.

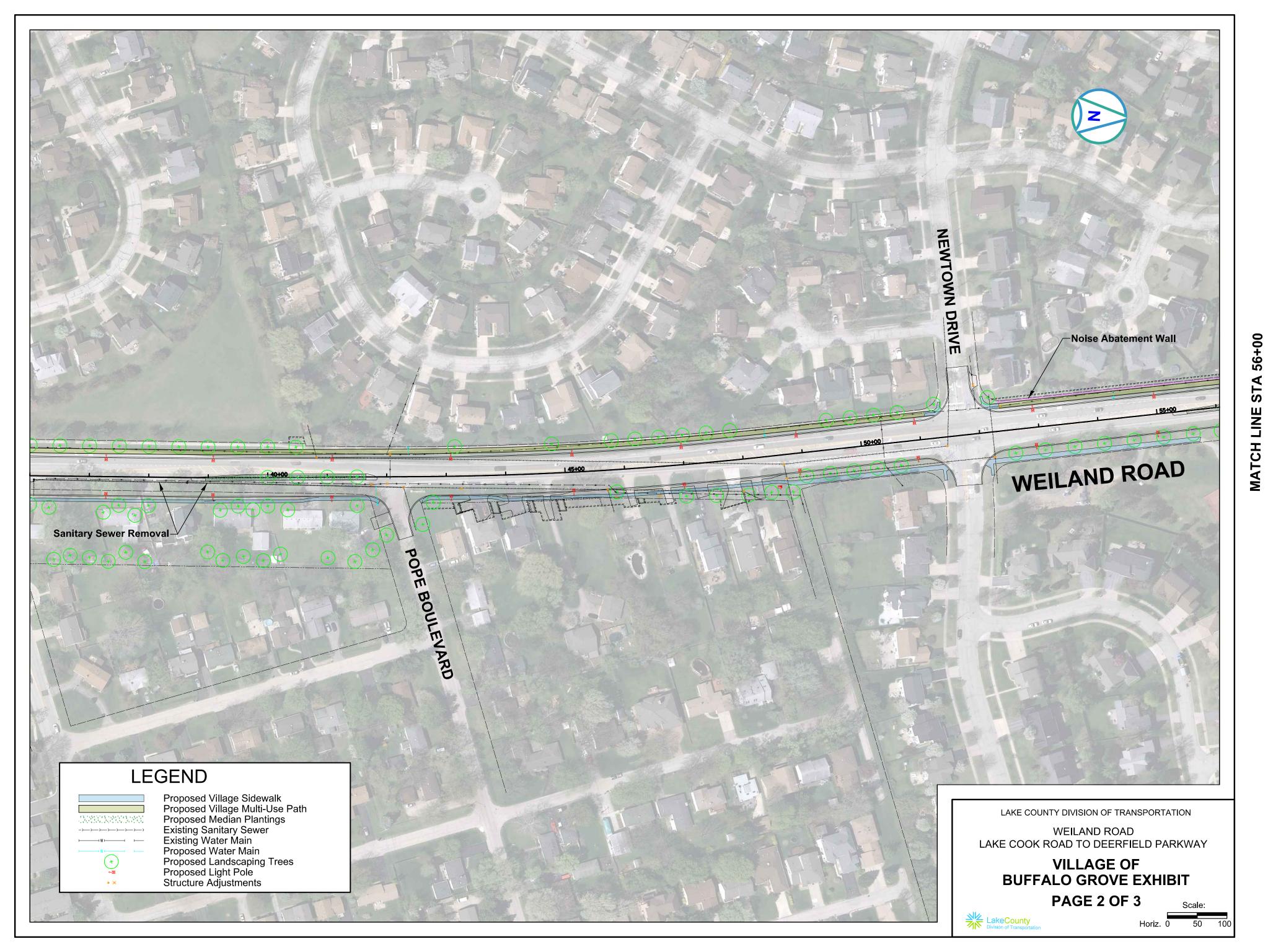
Said temporary easement containing 0.005 acre, more or less, or 229 square feet, more or less.

Said temporary easement to be used for construction purposes.

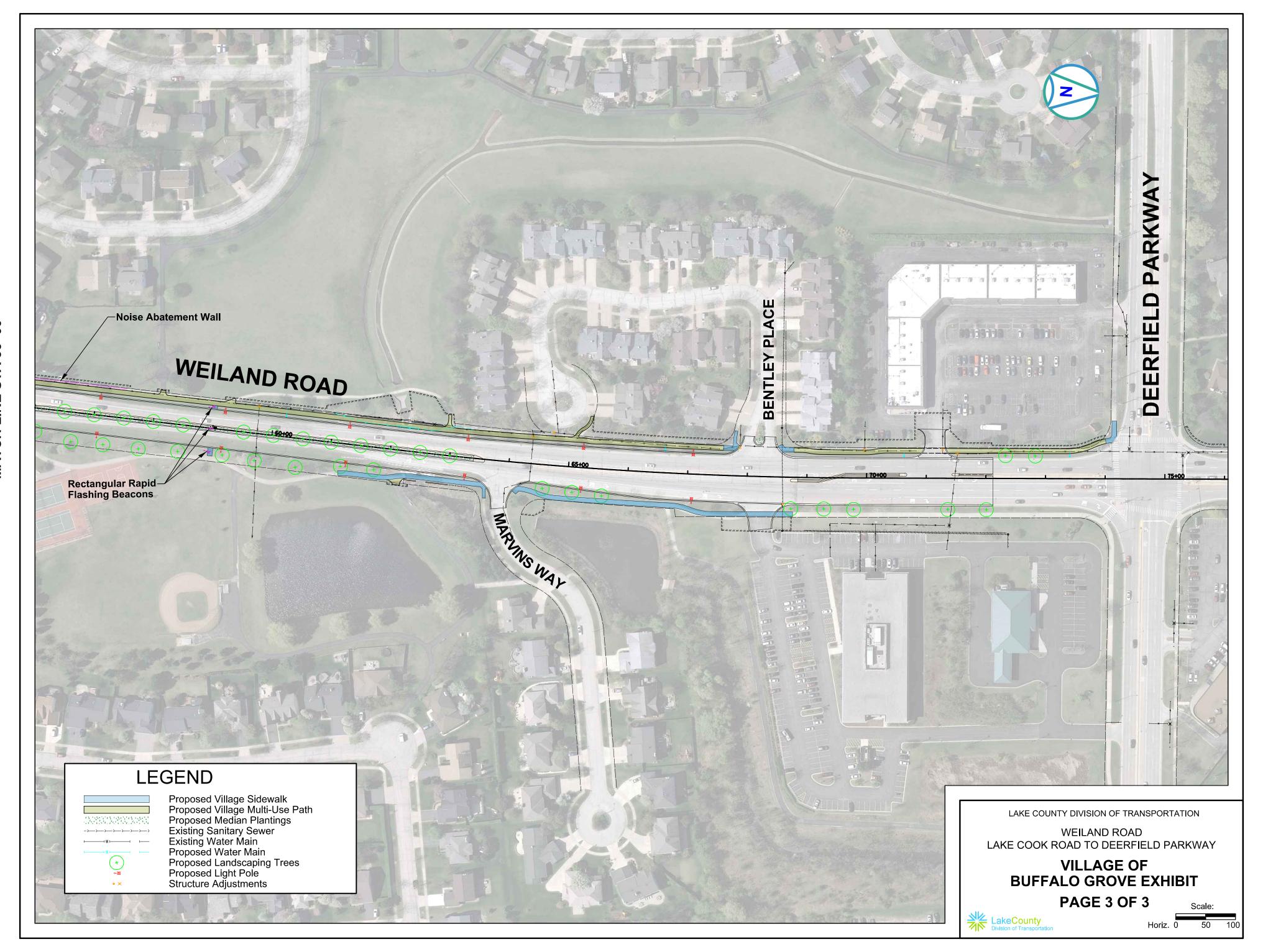
EXHIBIT D General Depiction of VILLAGE facilities within the IMPROVEMENT County Sections 14-00158-11-WR and 18-00158-13-WR



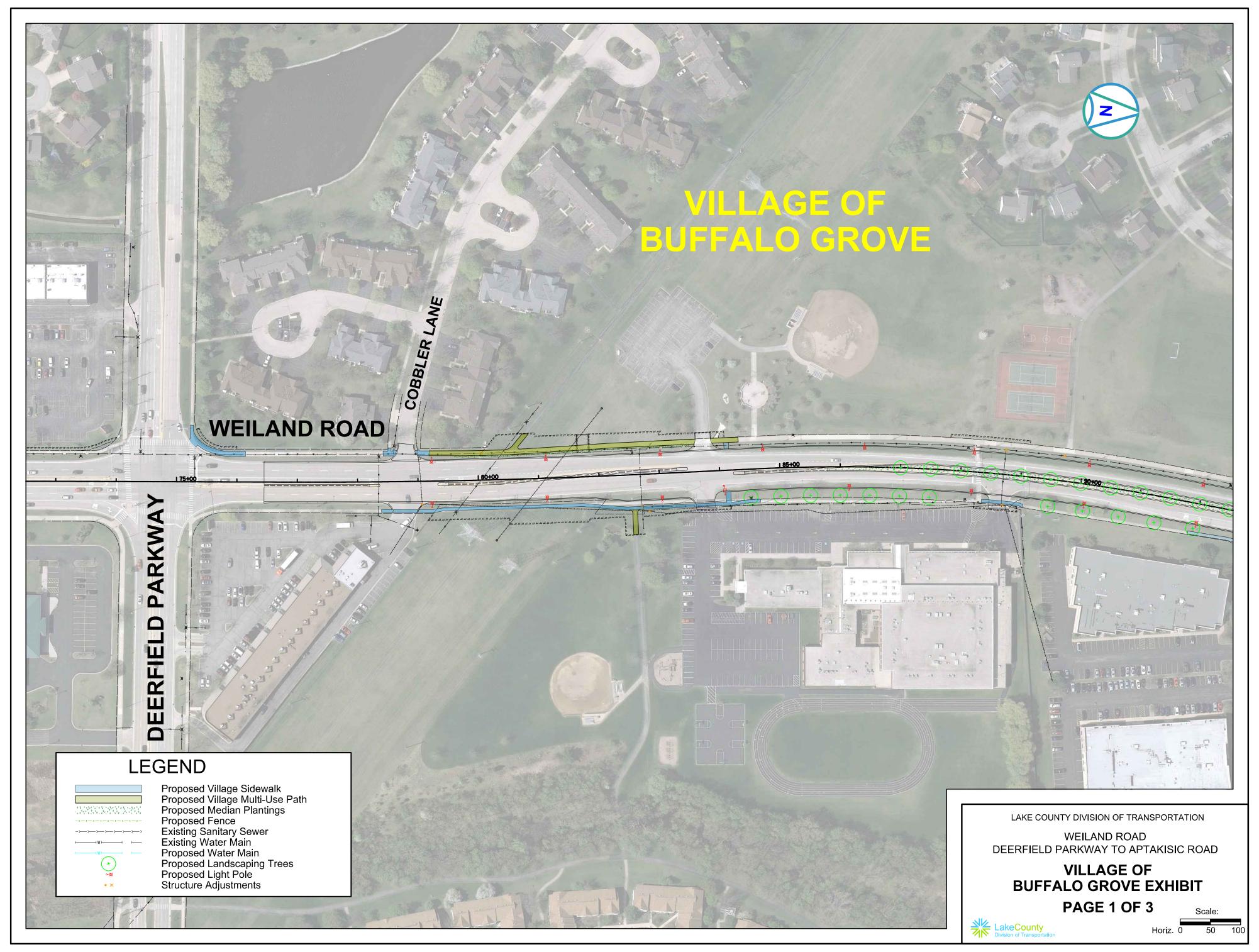
Contract 1: Weiland Road - Lake Cook Road to Deerfield Parkway



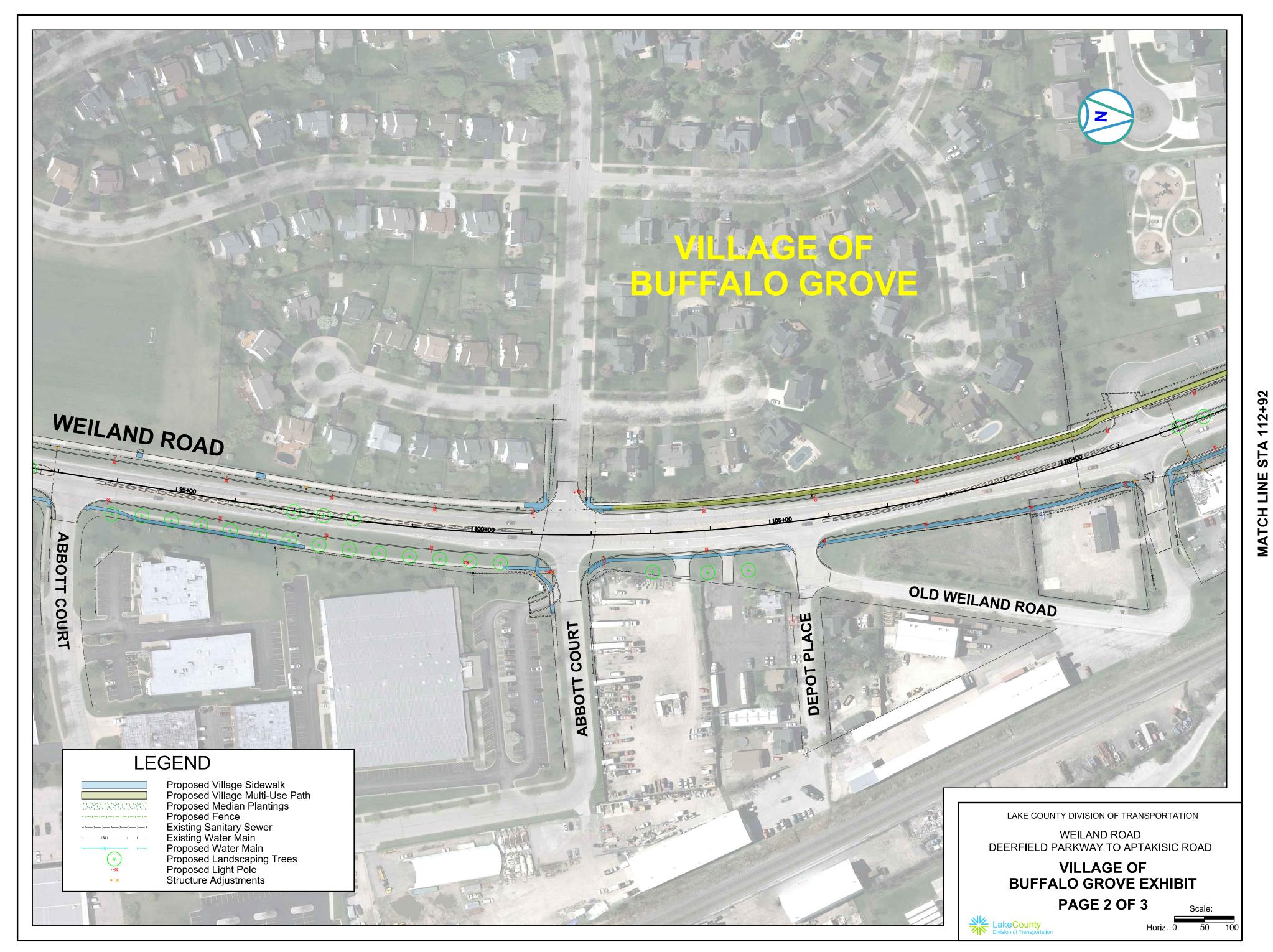
Contract 1: Weiland Road - Lake Cook Road to Deerfield Parkway



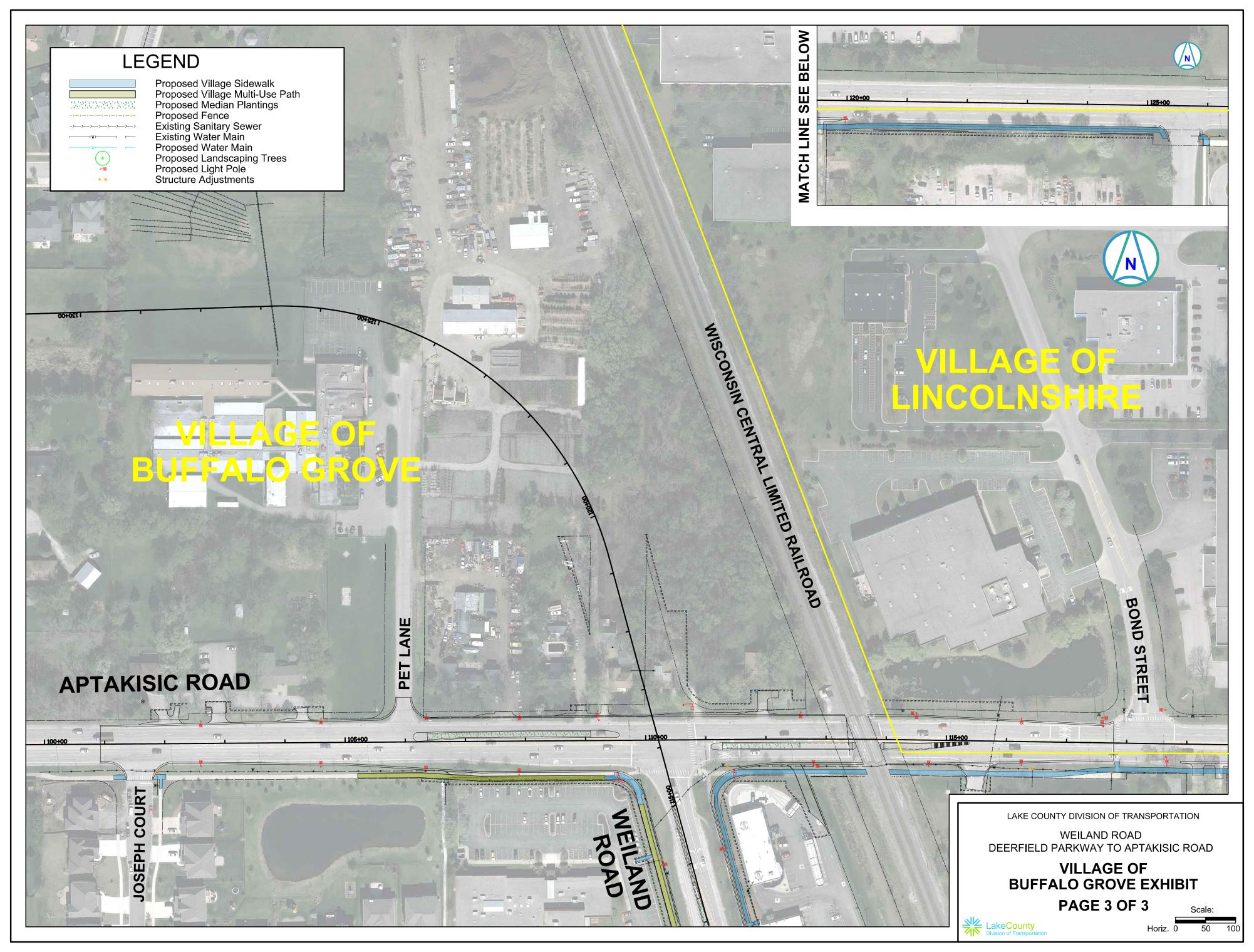
Contract 1: Weiland Road - Lake Cook Road to Deerfield Parkway



Contract 2: Weiland Road - Deerfield Parkway to Aptakisic Road



Contract 2: Weiland Road - Deerfield Parkway to Aptakisic Road



Contract 2: Weiland Road - Deerfield Parkway to Aptakisic Road

EXHIBIT E

Breakdown of Estimated Cost for Engineering and Construction

County Sections 14-00158-11-WR and 18-00158-13-WR

CONTRACT 1 (STAGE II) - WEILAND ROAD (LAKE COOK ROAD TO DEERFIELD PARKWAY) County Section No. 14-00158-11-WR

	•	Section No. 1 e of Buffalo (
Landscaping		Total Cost	F	ederal Share	L	ake County Share	Vi	llage Share
Construction Subtotal	\$	184,283.00	\$	147,426.40	\$	-	\$	36,856.60
Phase III Engineering (est. as 10% of								
Construction Total)	\$	18,428.30	\$	14,742.64	\$	-	\$	3,685.66
Phase II Engineering (est. as 7% of								
Construction Total)	\$	-	\$	-	\$	-	\$	2,579.96
TOTAL	\$	202,711.30	\$	162,169.04	\$	-	\$	43,122.22
Watermain - Sanitary Sewer		Total Cost	F	ederal Share	L	ake County Share	Vi	llage Share
Construction Subtotal	\$	197,056.20	\$	157,644.96	\$	-	\$	39,411.24
Phase III Engineering (est. as 10% of								
Construction Total)	\$	19,705.62	\$	15,764.50	\$	-	\$	3,941.12
Phase II Engineering (est. as 7% of								
Construction Total)					\$	-	\$	2,758.79
TOTAL	\$	216,761.82	\$	173,409.46	\$	-	\$	46,111.15
Lighting		Total Cost	F	ederal Share	L	ake County Share	Vi	llage Share
Construction Subtotal	\$	1,019,324.90	\$	815,459.92	\$	-	\$	203,864.98
Phase III Engineering (est. as 10% of								
Construction Total)	\$	101,932.49	\$	81,545.99	\$	-	\$	20,386.50
Phase II Engineering (est. as 7% of Construction Total)					\$		\$	14,270.55
TOTAL	١ ,	1,121,257.39	\$	897,005.91	\$		\$	238,522.03
	۲	1,121,237.33	7	637,003.31			7	230,322.03
Non Motorized Facilities		Total Cost	F	ederal Share	L	ake County Share	Vi	llage Share
Construction Subtotal	\$	693,438.90	\$	554,751.12	\$	107,837.14	\$	30,850.64
Phase III Engineering (est. as 10% of								
Construction Total)	\$	69,343.89	\$	55,475.11	\$	10,783.71	\$	3,085.06
Phase II Engineering (est. as 7% of							_	2 4 5 2 5 5
Construction Total)	4.						\$	2,159.55
TOTAL	\$	762,782.79	\$	610,226.23	\$	118,620.85	\$	36,095.25
		T-1-1 01	_		L	ake County	١,,,	
Miscellaneous		Total Cost	F	ederal Share		Share	Vi	Ilage Share
Construction Subtotal	\$	2,365.00	\$	-	\$	-	\$	2,365.00
Phase III Engineering (est. as 10% of								
Construction Total)	\$	236.50	\$	-	\$	-	\$	236.50
Phase II Engineering (est. as 7% of			۰		۰		۰	
Construction Total) TOTAL	1		\$	-	\$	-	\$	165.55
TOTAL	\$	236.50	\$	_	\$	-	\$	402.05

Source: Engineer's Estimate of Probable Costs prepared by Civiltech, dated 6/12/18

GRAND TOTAL

\$ 2,303,749.80 | \$ 1,842,810.64 | \$

118,620.85 \$

364,252.70

^{*}Design Engineering is calculated at 7% of construction costs. Design Engineering Costs are not federally eligible.

^{**}Construction Engineering is calculated at 10% of construction costs. Construction Engineering Costs are federally eligible.

CONTRACT 2 (STAGE III) - WEILAND ROAD (DEERFIELD PARKWAY TO APTAKISIC ROAD) County Section No. 18-00158-13-WR Village of Buffalo Grove Costs

Landscaping	Total Cost		ederal Share	Lake County Share		Village Share	
CONSTRUCTION TOTAL	\$ 85,786.80	\$	68,629.44	\$	-	\$	17,157.36
Phase III Engineering (est. as 10% of							
Construction Total)	\$ 8,578.68	\$	6,862.94	\$	-	\$	1,715.74
Phase II Engineering (est. as 7% of							
Construction Total)						\$	1,201.02
TOTAL	\$ 94,365.48	\$	75,492.38	\$	-	\$	20,074.11

Watermain - Sanitary Sewer	Total Cost		Federal Share		Lake County Share		Village Share	
CONSTRUCTION TOTAL	\$	107,525.00	\$	86,020.00	\$	-	\$	21,505.00
Phase III Engineering (est. as 10% of Construction Total)	\$	10,752.50	\$	8,602.00	\$	-	\$	2,150.50
Phase II Engineering (est. as 7% of Construction Total)							\$	1,505.35
TOTAL	\$	118,277.50	\$	94,622.00	\$	-	\$	25,160.85

Lighting and Traffic Signals	Total Cost		Federal Share		ake County Share	Village Share	
CONSTRUCTION TOTAL	\$ 1,325,313.44	\$	1,060,250.75	\$	-	\$	265,062.69
Phase III Engineering (est. as 10% of Construction Total)	\$ 132,531.34	\$	106,025.08	\$	-	\$	26,506.27
Phase II Engineering (est. as 7% of Construction Total)				\$	-	\$	18,554.39
TOTAL	\$ 1,457,844.78	\$	1,166,275.83	\$	-	\$	310,123.34

Non Motorized Facilities	Total Cost		Federal Share		Lake County Share		Village Share
CONSTRUCTION TOTAL	\$	664,647.50	\$	531,718.00	\$	78,547.04	\$ 54,382.46
Phase III Engineering (est. as 10% of Construction Total)	\$	66,464.75	\$	53,171.80	\$	7,854.70	\$ 5,438.25
Phase II Engineering (est. as 7% of Construction Total)							\$ 3,806.77
TOTAL	\$	731,112.25	\$	584,889.80	\$	86,401.74	\$ 63,627.48

Miscellaneous	Total Cost		ederal Share	L	Lake County Share		Village Share
CONSTRUCTION TOTAL	\$ 16,053.40	\$	10,950.72	\$	2,462.42	\$	2,640.26
Phase III Engineering (est. as 10% of Construction Total)	\$ 1,605.34	\$	1,095.07	\$	246.24	\$	264.03
Phase II Engineering (est. as 7% of Construction Total)						\$	184.82
TOTAL	\$ 17,658.74	\$	12,045.79	\$	2,708.66	\$	3,089.11

GRAND TOTAL	\$ 2,4	119,258.75	\$ 1,933,325.80	\$ 89,110.40	\$ 422,074.89

Source: Engineer's Estimate of Probable Costs prepared by Civiltech, dated 7/3/18

^{*}Design Engineering is calculated at 7% of construction costs. Design Engineering Costs are not federally eligible.

^{**}Construction Engineering is calculated at 10% of construction costs. Construction Engineering Costs are federally eligible.