AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF LONG GROVE FOR THE IMPROVEMENT OF APTAKISIC ROAD FROM ILLINOIS ROUTE 83 TO THE EAST END OF THE LONG GROVE CORPORATE LIMITS AND FOR THE DEDICATION OF RIGHT-OF-WAY AND GRANTING OF EASEMENTS

THIS AGREEMENT entered into this ______ day of ______, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF LONG GROVE, an Illinois Municipal Corporation, acting by and through its President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE may hereinafter be referred to collectively as "parties" and individually as a "party" to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and VILLAGE, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, are desirous to make certain permanent roadway and non-motorized facility improvements to Aptakisic Road (COUNTY Highway 33) between Illinois Route 83 and Buffalo Grove Road (COUNTY Highway 16); including but not limited to road reconstruction and widening, multi-use path and sidewalk, traffic signal improvements, traffic signal interconnection, drainage improvements and landscaping (hereinafter IMPROVEMENT); and referred to as COUNTY Section 09-00088-18-WR and,

WHEREAS, the COUNTY has jurisdictional authority and maintenance responsibility over Aptakisic Road (COUNTY Highway 33) from Illinois Route 83 to Buffalo Grove Road (COUNTY Highway 16); and,

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Christopher B. Burke Engineering, Ltd., which, by reference herein, hereby become a part hereof. As of this writing, the current version of the plans are dated October 18, 2021 (Pre-Final Version); and,

WHEREAS, a project location map indicating the IMPROVEMENT limits and a concept plan generally depicting the IMPROVEMENT within the VILLAGE are attached as EXHIBIT A to THIS AGREEMENT, which, by reference herein is hereby made a part hereof; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires two (2) areas of temporary easements within property that has been identified by the COUNTY as being owned by the VILLAGE (hereinafter VILLAGE OWNED TEMPORARY EASEMENTS); and,

WHEREAS, the VILLAGE is desirous that the COUNTY includes the construction of a new multi-use path and new sidewalk and the modification of existing VILLAGE-owned sidewalk along Aptakisic Road (County Highway 33), between Illinois Route 83 and the VILLAGE'S eastern corporate limit located approximately 530 feet west of the intersection of Aptakisic Road (County Highway 33) and Brandywyn Boulevard, inclusive of concrete ramps and/or sidewalk with detectable warnings at intersection (hereinafter NON-MOTORIZED FACILITIES), as a municipal facility and as detailed in the PLANS; and

WHEREAS, it has been determined by engineering studies that, in order to construct the NON-MOTORIZED FACILITIES, the COUNTY requires six (6) areas of temporary easements (hereinafter TEMPORARY EASEMENTS) from private property owners; and,

WHEREAS, the Plat of Highways showing the VILLAGE OWNED TEMPORARY EASEMENTS as Parcel 0003 TE and Parcel 0010 TE and the TEMPORARY EASEMENTS as Parcel 0002TE, 0004TE, 0008TE, 0009TE, 0011TE, and 0015TE (hereinafter PLAT) is attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the legal descriptions for the VILLAGE OWNED TEMPORARY EASEMENTS and TEMPORARY EASEMENTS are attached as EXHIBIT D to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; 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 estimated division of costs to the parties hereto associated with the IMPROVEMENT and TEMPORARY EASEMENTS are stipulated in the estimate that is attached as EXHIBIT B to THIS AGREEMENT, which, by reference herein is hereby made a part hereof; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

WHEREAS, said IMPROVEMENT to Aptakisic Road (COUNTY Highway 33) as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE;

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

SECTION I. Recitals/Headings

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

SECTION II.

The Design, Construction and Maintenance of the IMPROVEMENT COUNTY Responsibilities and VILLAGE Responsibilities

- The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design
 engineering plans and specifications and contract letting documents for the IMPROVEMENT
 (hereinafter PLANS) in accordance with Lake County Division of Transportation (hereinafter
 LCDOT) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.
 - As of this writing, the current PLANS are the prefinal set of plans and specifications prepared by Christopher B. Burke Engineering, Ltd., with a submission date of October 18, 2021. Said PLANS, by reference herein, hereby become a part hereof. The VILLAGE shall have the opportunity to review and approve said PLANS with respect to the VILLAGE property and NON-MOTORIZED FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.
- 2. It is mutually agreed by and between the parties hereto that the IMPROVEMENT will be processed, let, administered and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is September 13, 2022. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
- The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, with reimbursement from the VILLAGE as hereinafter stipulated.
- 4. The COUNTY shall require the successful bidder to name the VILLAGE as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed related to the IMPROVEMENT on VILLAGE property or the NON-MOTORIZED FACILITIES and require the successful bidder to indemnify and hold harmless the VILLAGE.

Page **3** of **13**

- 5. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new NON-MOTORIZED FACILITIES within COUNTY Highway rights-of-way.
- FACILITIES shall be in accordance with the current NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering, construction and land acquisition costs of the new NON-MOTORIZED FACILITIES with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering, construction and land acquisition costs for any new NON-MOTORIZED FACILITIES. [Twenty percent (20%) of the cost of Construction, twenty percent (20%) of Design Engineering costs, twenty percent (20%) of the land acquisition costs, and twenty percent (20%) of the Construction Engineering Supervision costs].
- 7. The VILLAGE shall be responsible for one hundred percent (100%) of the engineering, construction and land acquisition costs for the removal and replacement of existing VILLAGE-owned NON-MOTORIZED FACILITIES, for which removal and replacement is necessary in order to accommodate the construction of the IMPROVEMENT. [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs, one hundred percent (100%) of the land acquisition costs, and one hundred percent (100%) of the Construction Engineering supervision costs relating to the removal and replacement of existing VILLAGE-owned NON-MOTORIZED FACILITIES].
- 8. The COUNTY agrees to construct the NON-MOTORIZED FACILITIES in accordance with the PLANS and acquire the necessary TEMPORARY EASEMENTS, with reimbursement by the VILLAGE as hereinafter specified in Exhibit B, which the COUNTY represents is consistent with the NON-MOTORIZED POLICY.
- 9. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the NON-MOTORIZED IMPROVEMENTS constructed as a part of the IMPROVEMENT is \$62,736.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the NON-MOTORIZED FACILITIES, an amount equal to ninety five percent (95%) of its obligation for the NON-MOTORIZED FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$59,599. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the NON-MOTORIZED FACILITIES upon completion of the IMPROVEMENT, 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 NON-MOTORIZED FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$3,137.

- 10. 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 (County Highway 33) and the VILLAGE shall continue ownership and maintenance responsibility of the existing NON-MOTORIZED FACILITIES modified as part of the IMPROVEMENT, and shall assume ownership and maintenance responsibility of the new NON-MOTORIZED FACILITIES constructed as a part of this IMPROVEMENT.
- It is mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) upon acceptance of the NON-MOTORIZED FACILITIES located within the COUNTY highway right-of-way, the acceptance of which shall not be unreasonably withheld by the VILLAGE. The MUNICIPAL ACCEPTANCE FORM is attached as EXHIBIT E to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof.
- 12. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the NON-MOTORIZED FACILITIES shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the NON-MOTORIZED 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.

SECTION III. Granting of TEMPORARY EASEMENTS by the VILLAGE

- 1. The parties acknowledge that 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/or such other applicable statutory authorizations.
- 2. The COUNTY agrees to prepare all necessary land acquisition and related conveyance documents for the granting of the VILLAGE OWNED TEMPORARY EASEMENTS required for the purpose of constructing the IMPROVEMENT and NON-MOTORIZED FACILITIES.
- 3. The VILLAGE agrees to grant the VILLAGE OWNED TEMPORARY EASEMENTS to the COUNTY, at no cost to the COUNTY, for the purpose of constructing the IMPROVEMENT and NON-MOTORIZED FACILITIES as detailed in the PLANS, pursuant to the PLAT and the necessary land acquisition documents.
- 4. 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 TEMPORARY EASEMENTS within ten (10) working days of the receipt of said documents.

SECTION IV. General Provisions

- 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, nor is the VILLAGE (including its elected officials, duly appointed officials, employees and agents), to be construed to be the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
- 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.
- 3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
- 4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.
- 5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
- 6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.

- 7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
- 8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
- 9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
- 10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.

	VILLAGE OF LONG GROVE
ATTEST:	
	Ву:
	_ Bill Jacob
Michelle Schmitke Village Clerk	President
Village Clerk	
	Date:
	RECOMMENDED FOR EXECUTION
	Shane E. Schneider, P.E. Lake County Director of Transportation/ County Engineer
A	COUNTY OF LAKE
ATTEST:	Divi
	By: Sandra Hart
	Chair, Lake County of Board
	-
Robin O'Connor	
Clerk Lake County	Date:
Lake County	Date

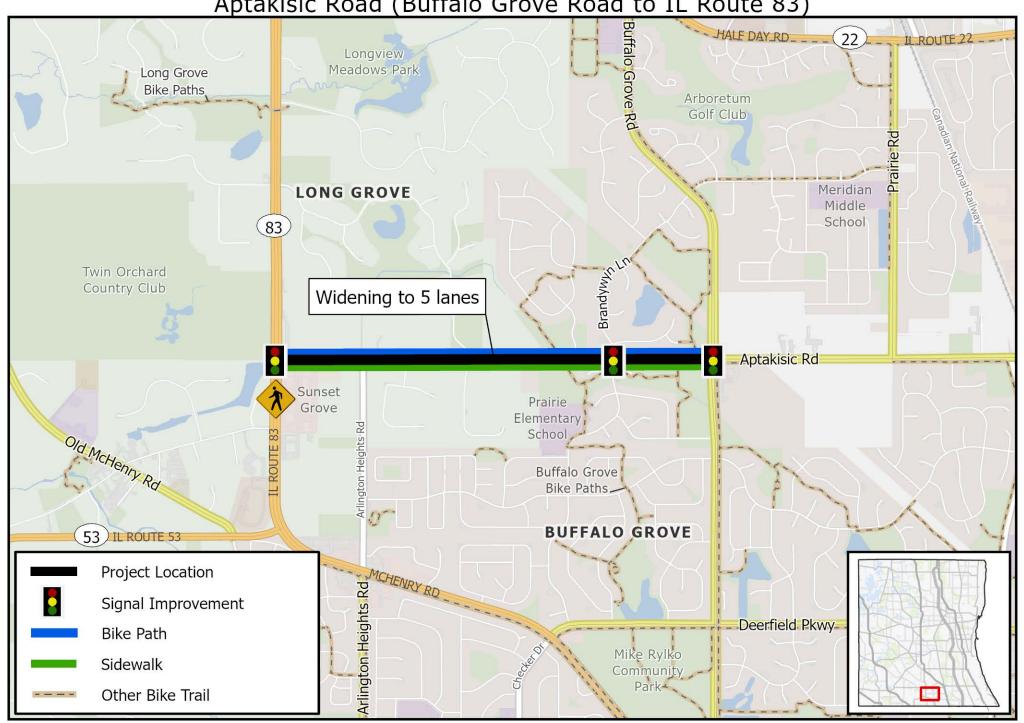
EXHIBIT A

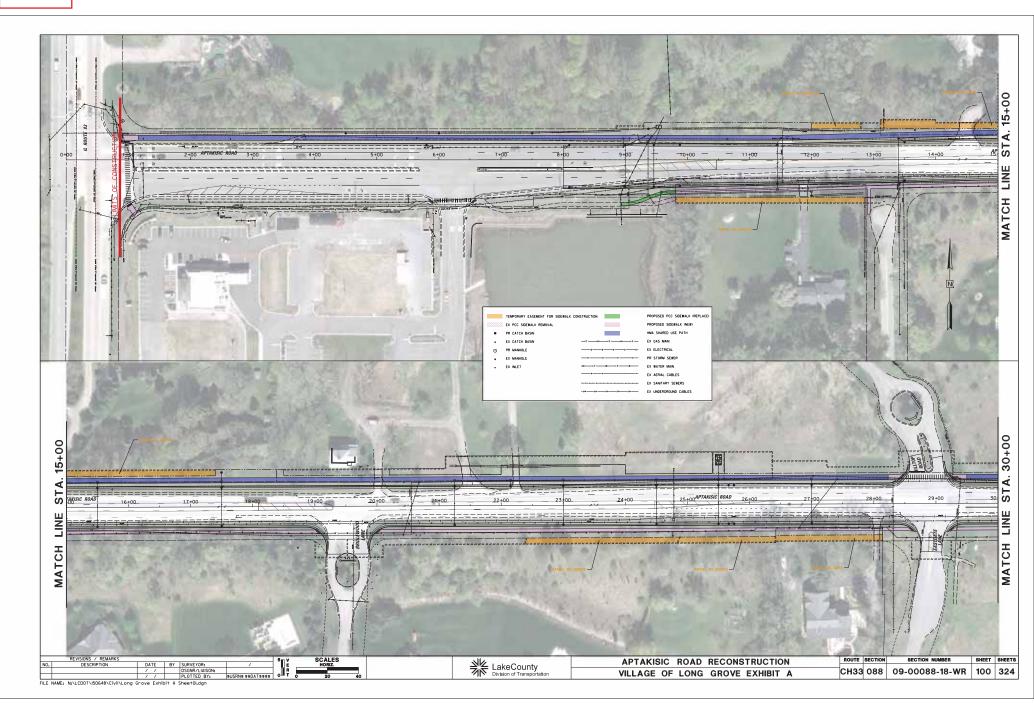
DEPICTION OF PROJECT LOCATION, AND NON-MOTORIZED IMPROVEMENTS INCLUDED IN THE IMPROVEMENT

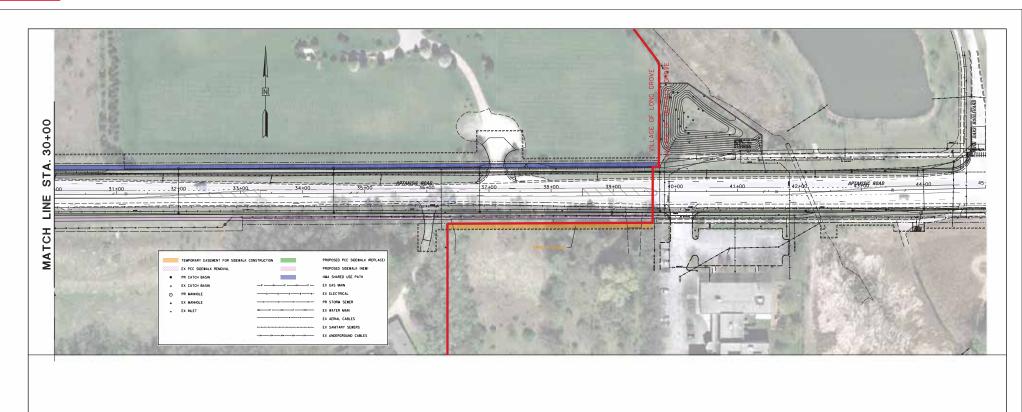
Exhibit A

Location Map

Aptakisic Road (Buffalo Grove Road to IL Route 83)







	REVISIONS / REMARKS	DATE				5 _{III} V	SCALES		SIL	APTAKISIC ROAD RECONSTRUCTION	ROUTE SECTION	SECTION NUMBER	SHEET	SHEETS
NO.	DESCRIPTION	DATE	BY	SURVEYOR:	/	N.E	HORIZ.	_	LakeCounty	A TAKIOO KOAD RECONCTION				1
\vdash		//		DSGNR/LIAISON:		ا با			Division of Transportation	VILLAGE OF LONG GROVE EXHIBIT A	CH33 088	09-00088-18-WR	101	324
		//		PLOTTED BY:	SUSRNS SSDATSSSS	0-1	0 20	40	H . Division of transportation	VICEAGE OF EGING GROVE EXHIBIT A				\bot

FILE NAME: N:\LCDOT\I50648\Civil\Long Grove Exhibit A Sheet02.dgn

EXHIBIT B

ESTIMATED DIVISION OF COST APTAKISIC ROAD VILLAGE OF LONG GROVE





Aptakisic Road Widening Route 83 - Buffalo Grove Road 09-00088-18-WR

Engineer's Estimate of Probable Bike Path and Sidewalk Costs in Long Grove 7/1/2022

				Takal	Portion Attributable to LCDOT Percentage Cost		Portion Attributable to Village of Long Grove Percentage Cost	
M	11	11-4 6-4	0	Total				
Item	Unit	Unit Cost	Quantity	Cost	Percentage	Cost	Percentage	Cost
Existing Sidewalk Removal	SQ FT	\$2.50	478	\$1,195.00	0%	\$0.00	100%	\$1,195.00
Proposed Agg Base Course, Ty B 6" (For Replacement SW)	SQ YD	\$10.00	49	\$490.00	0%	\$0.00	100%	\$490.00
Proposed Agg Base Course, Ty B 6" (For New MUP)	SQ YD	\$10.00	3,317	\$33,170.00	80%	\$26,536.00	20%	\$6,634.00
Proposed Agg Base Course, Ty B 6" (For New SW)	SQ YD	\$10.00	1,699	\$16,990.00	80%	\$13,592.00	20%	\$3,398.00
Proposed 3" HMA Surface Course, IL-9.5, MIX "D", N50	TON	\$95.00	597	\$56,720.70	80%	\$45,376.56	20%	\$11,344.14
Proposed Sidewalk (For Replacement SW)	SQ FT	\$8.00	436	\$3,488.00	0%	\$0.00	100%	\$3,488.00
Proposed Sidewalk (For New SW)	SQ FT	\$8.00	15,287	\$122,296.00	80%	\$97,836.80	20%	\$24,459.20
Proposed Detectable Warnings	SQ FT	\$35.00	144	\$5,040.00	80%	\$4,032.00	20%	\$1,008.00

Construction Subtotals:	\$239,389.70	\$187,373.36	\$52,016.34
****Design Engineering (7%):	\$16,757.28	\$13,405.82	\$3,351.46
*****Construction Engineering (10%):	\$23,938.97	\$19,151.18	\$4,787.79

				Total	Portion Attributable to LCDOT		Portion Attributable to Village of Long Grove	
Temporary Easements Needed for Path/Sidewalk Construction	Unit	Unit Cost	Quantity	Cost*	Percentage	Cost	Percentage	Cost
0002TE	SQ FT	\$0.57	3,310	\$1,900.00	80%	\$1,520.00	20%	\$380.00
0004TE	SQ FT	\$0.82	4,748	\$3,900.00	80%	\$3,120.00	20%	\$780.00
0008TE	SQ FT	\$1.07	2,439	\$2,600.00	80%	\$2,080.00	20%	\$520.00
0009TE	SQ FT	\$1.34	1,568	\$2,100.00	80%	\$1,680.00	20%	\$420.00
0011TE	SQ FT	\$1.00	1,699	\$1,700.00	80%	\$1,360.00	20%	\$340.00
0015TE	SQ FT	\$0.21	3,310	\$700.00	80%	\$560.00	20%	\$140.00

Total Costs:

Land Acquisition Subtotals: \$12,900.00 \$10,320.00 \$2,580.00

\$252,289.70

Notes:

* Land values based on appraised value

** Initial 95% payment to be based on actual bid prices after letting

\$59,599	** Initial 95%
\$3,137	*** Estimated 5%

\$62,736

\$230,250.36

^{***} Remaining 10% to be based on acutal quantities after construction

^{****} Design Engineering calculated as 7% of construction

^{*****} Construction Engineering calculated as 10% of construction

EXHIBIT C

PLAT OF HIGHWAYS

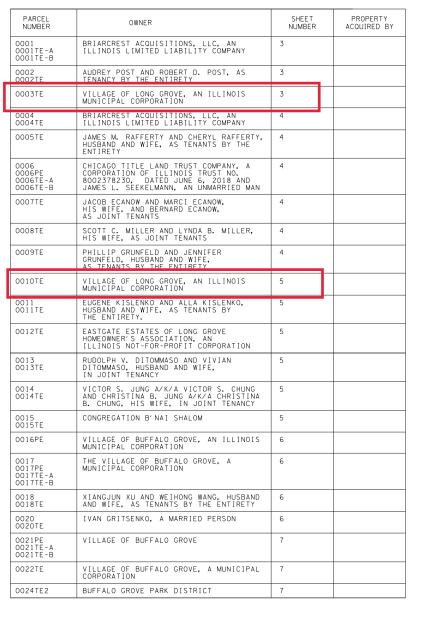
LAKE COUNTY DIVISION OF TRANSPORTATION

PLAT OF HIGHWAYS

APTAKISIC ROAD (COUNTY HIGHWAY 33)
SECTION 09-00088-18-WR
LAKE COUNTY
LIMITS ILLINOIS ROUTE 83 (A.K.A. MUNDELEIN ROAD)
TO BRANDYWYN LANE

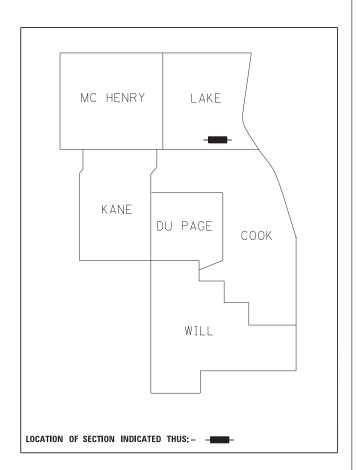


LOCATION MAP



120212.00002\Survey\hwy120212_01.SUR

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500



CERTIFICATE OF COUNTY ENGINEER

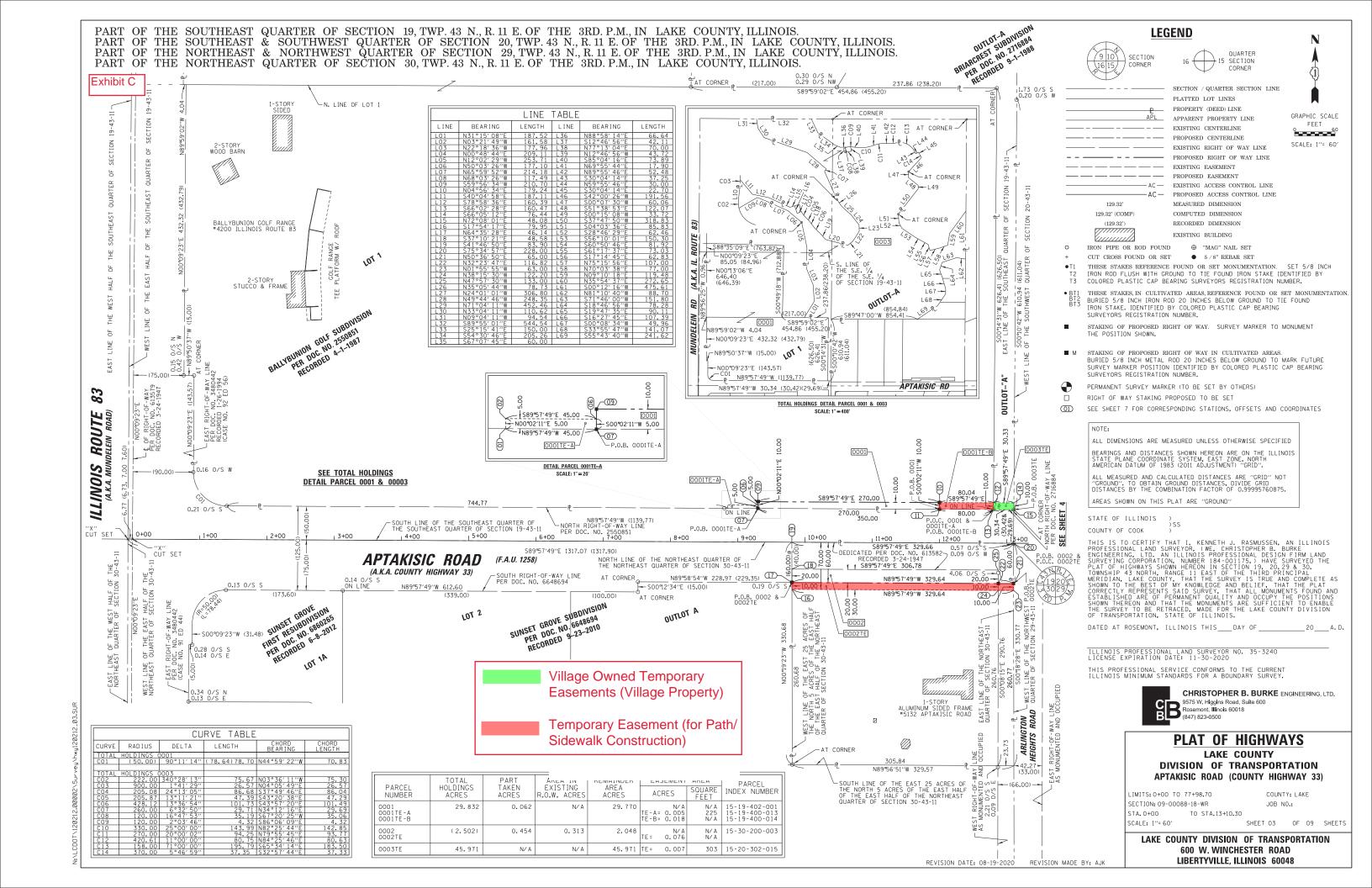
STATE OF ILLINOIS)

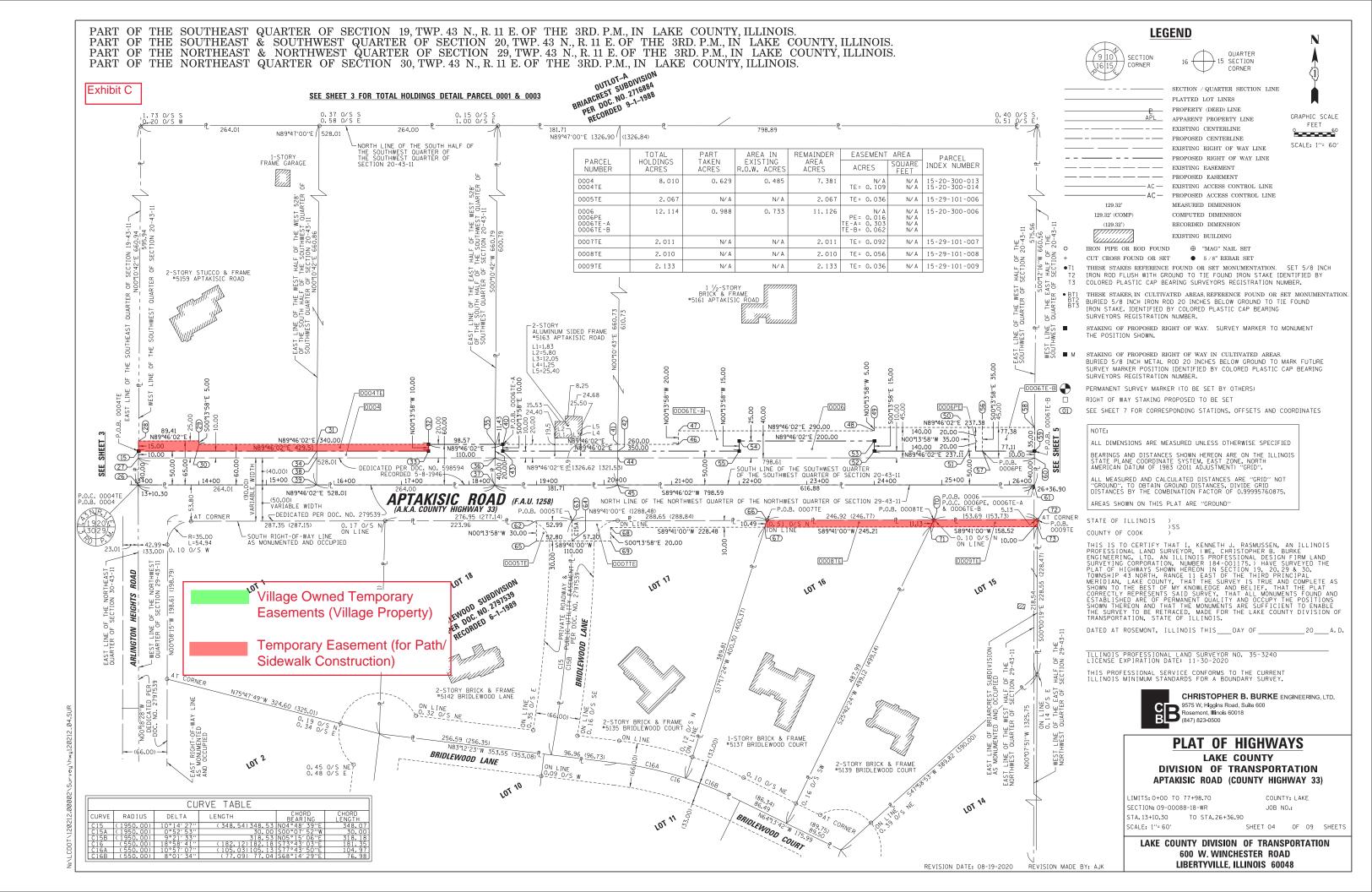
COUNTY OF LAKE)

I, SHANE E. SCHNEIDER, COUNTY ENGINEER OF LAKE COUNTY, ILLINOIS, DO HEREBY CETIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER MY DIRECTION OF PART OF COUNTY HIGHWAY 33 IN SAID COUNTY.

DATED THIS ______ DAY OF _______, 20 _____.

BY: COUNTY ENGINEER





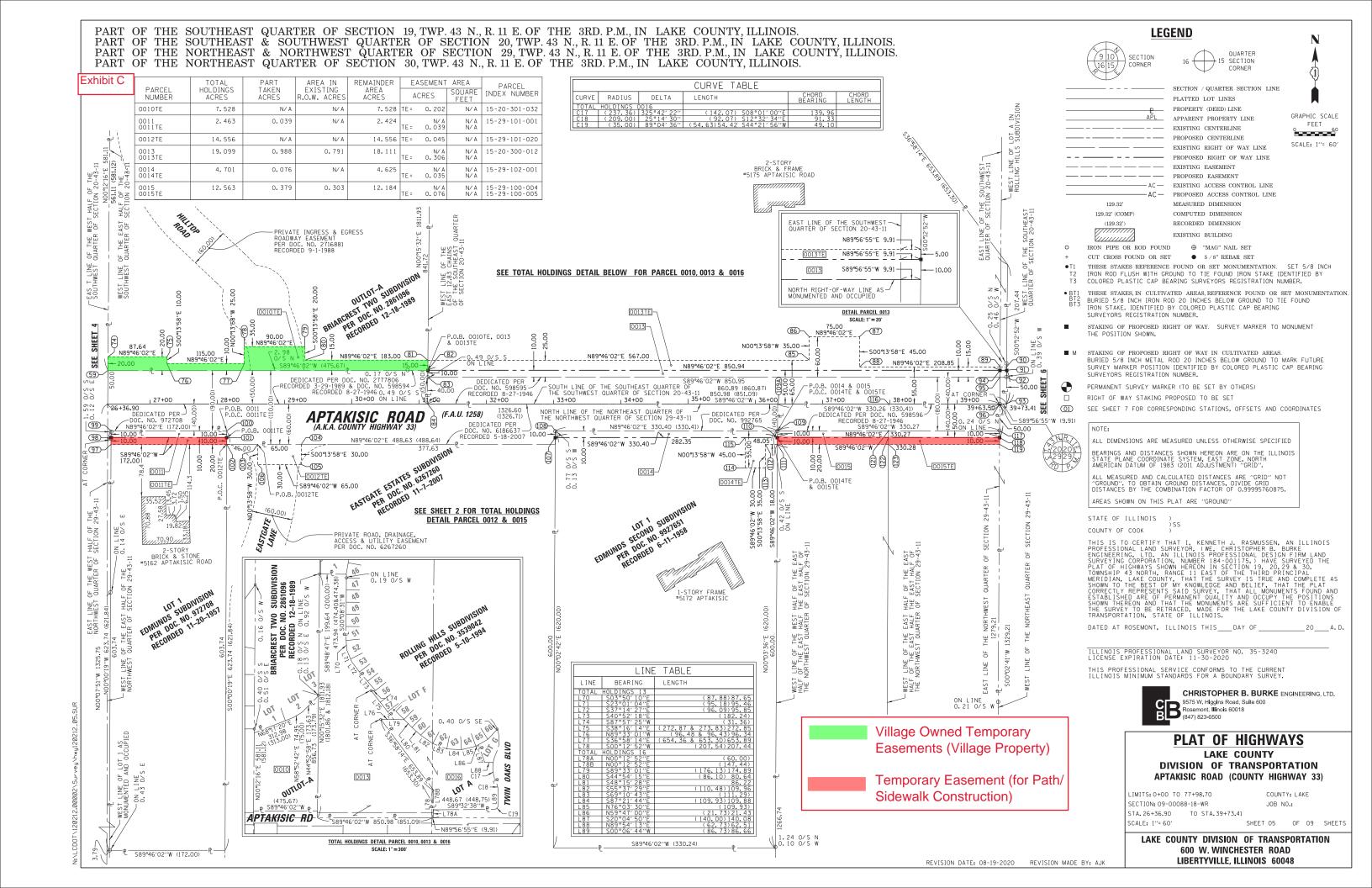


EXHIBIT D

LEGAL DESCRIPTIONS



SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 0001TE-B

STATION: 12+00.08 to 12+80.12

INDEX NO.: 15-19-402-001

That part of Lot 1 in Ballybunion Golf Subdivision, being a subdivision in the Southeast Quarter of Section 19, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 1, 1987 as document no. 2550851 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the southeast corner of said Lot 1; thence North 89 degrees 57 minutes 49 seconds West, a distance of 80.00 feet along the south line of said Lot 1 (also being the north right-of-way line of Aptakisic Road, A.K.A. County Highway 33); thence North 00 degrees 02 minutes 11 seconds East, 10.00 feet; thence South 89 degrees 57 minutes 49 seconds East, 80.04 feet to a point on the east line of said Lot 1; thence South 00 degrees 14 minutes 31 seconds West, 10.00 feet to the point of beginning.

Said temporary easement containing 0.018 acres, more or less.



SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 0002TE

STATION: 9+81.02 to 13+10.39

INDEX NO.: 15-30-200-003

That part of the Northeast Quarter of Section 30, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South 00 degrees 18 minutes 28 seconds East, a distance of 60.00 feet along the east line of said Northeast Quarter to the point of beginning; thence continuing South 00 degrees 18 minutes 28 seconds East, 10.00 feet along said east line; thence North 89 degrees 57 minutes 49 seconds West, 329.64 feet along a line 70.00 feet south of and parallel with the north line of said Northeast Quarter to a point on the east line of Outlot A in Sunset Grove Subdivision, being a subdivision in said Northeast Quarter according to the plat thereof recorded September 23, 2010 as document no. 6648694; thence North 00 degrees 19 minutes 23 seconds West, 10.00 feet along said east line to the northeast corner of said Outlot A; thence South 89 degrees 57 minutes 49 seconds East, 329.64 feet along a line 60.00 feet south of and parallel with the north line of said Northeast Quarter to the point of beginning.

Said temporary easement containing 0.076 acres, more or less.



SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 0003TE

STATION: 12+80.08 to 13+10.66

INDEX NO.: 15-20-302-015

That part of Outlot A in Briarcrest Subdivision, being a subdivision in the Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 1, 1988 as document no. 2716884 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the most southerly - southeast corner of said Outlot A (said most southerly - southeast corner being a point on the west line of said Southwest Quarter of Section 20); thence North 89 degrees 57 minutes 49 seconds West, a distance of 30.34 feet (29.69 feet record) along the south line of said Outlot A (also being the north right-of-way line of Aptakisic Road, A.K.A. County Highway 33) to the most southerly - southwest corner of said Outlot A; thence North 00 degrees 14 minutes 31 seconds East, 10.00 feet along the most southerly - west line of said Outlot A; thence South 89 degrees 57 minutes 49 seconds East, 30.33 feet along a line 10.00 feet north of and parallel with said south line of Outlot A to a point on the most southerly - east line of said Outlot A (said most southerly - east line being the west line of said Southwest Quarter of Section 20); thence South 00 degrees 10 minutes 42 seconds West, 10.00 feet along said most southerly - east line to the point of beginning.

Said temporary easement containing 0.007 acres or 303 square feet, more or less.



SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 0004TE

STATION: 13+10.66 to 17+40.17

INDEX NO.: 15-20-300-013 & 15-20-300-014

That part of the South Half of the Southwest Quarter of the Southwest Quarter of Section 20, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 00 degrees 10 minutes 42 seconds East, a distance of 50.00 feet along the west line of said Southwest Quarter to the point of beginning; thence continuing North 00 degrees 10 minutes 42 seconds East, 15.00 feet along said west line to a point on a line 65.00 feet north of and parallel with the south line of said Southwest Quarter; thence North 89 degrees 46 minutes 02 seconds East, 89.41 feet along said parallel line; thence South 00 degrees 13 minutes 58 seconds East, 5.00 feet; thence North 89 degrees 46 minutes 02 seconds East, 340.00 feet; thence South 00 degrees 13 minutes 58 seconds East, 10.00 feet to a point on a line 50.00 feet north of and parallel with the south line of said Southwest Quarter; thence South 89 degrees 46 minutes 02 seconds West, 429.51 feet along said parallel line to the point of beginning.

Said temporary easement containing 0.109 acres, more or less.



SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 0008TE

STATION: 22+38.18 to 24+88.25

INDEX NO.: 15-29-101-008

That part of Lot 16 in Bridlewood Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1989 as document no. 2797539 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the northeast corner of said Lot 16; thence South 25 degrees 42 minutes 24 seconds West, a distance of 11.13 feet along the easterly line of said Lot 16 to a point on a line 10.00 feet south of and parallel with the north line of said Lot 16 (said north line also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33); thence South 89 degrees 41 minutes 00 seconds West, 245.21 feet along said parallel line to a point on the westerly line of said Lot 16; thence North 17 degrees 17 minutes 24 seconds East, 10.49 feet along said westerly line to the northwest corner of said Lot 16; thence North 89 degrees 41 minutes 00 seconds East, 246.92 feet (246.77 feet record) along said north line to the point of beginning.

Said temporary easement containing 0.056 acres, more or less.



SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 0009TE

STATION: 24+83.38 to 26+41.94

INDEX NO.: 15-29-101-009

That part of Lot 15 in Bridlewood Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1989 as document no. 2797539 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the northeast corner of said Lot 15; thence South 00 degrees 00 minutes 19 seconds East, a distance of 10.00 feet along the east line of said Lot 15 to a point on a line 10.00 feet south of and parallel with the north line of said Lot 15 (said north line also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33); thence South 89 degrees 41 minutes 00 seconds West, 158.52 feet along said parallel line to a point on the westerly line of said Lot 15; thence North 25 degrees 42 minutes 24 seconds East, 11.13 feet along said westerly line to the northwest corner of said Lot 15; thence North 89 degrees 41 minutes 00 seconds East, 153.69 feet (153.73 feet record) along said north line to the point of beginning.

Said temporary easement containing 0.036 acres, more or less.



SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 00010TE

STATION: 26+37.28 to 31+12.95

INDEX NO.: 15-20-301-032

That part of Outlot A in Briarcrest Two Subdivision, being a subdivision in the Southwest Quarter of Section 20, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 18, 1989 as document no. 2861096 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the southeast corner of said Outlot A; thence South 89 degrees 46 minutes 02 seconds West, a distance of 475.67 feet along the south line of said Outlot A (also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33) to the southwest corner of said Outlot A; thence North 00 degrees 12 minutes 16 seconds East, 20.00 feet along the west line of said Outlot A; thence North 89 degrees 46 minutes 02 seconds East, 87.64 feet along a line 20.00 feet north of and parallel with said south line of Outlot A; thence South 00 degrees 13 minutes 58 seconds East, 10.00 feet; thence North 89 degrees 46 minutes 02 seconds East, 115.00 feet; thence North 00 degrees 13 minutes 58 seconds West, 25.00 feet; thence North 89 degrees 46 minutes 02 seconds East, 20.00 feet; thence North 89 degrees 46 minutes 02 seconds East, 183.00 feet to a point on the east line of said Outlot A; thence South 00 degrees 15 minutes 32 seconds West, 15.00 feet along said east line to the point of beginning.

Said temporary easement containing 0.202 acres, more or less.



SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 0011TE

STATION: 26+41.91 to 28+13.95

INDEX NO.: 15-29-101-001

That part of Lot 1 in Edmunds Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded November 20, 1957 as document no. 972708 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the northeast corner of said Lot 1; thence South 00 degrees 00 minutes 19 seconds East, a distance of 10.00 feet along the east line of said Lot 1 to the point of beginning; thence continuing South 00 degrees 00 minutes 19 seconds East, 10.00 feet along said east line to a point on a line 20.00 feet south of and parallel with the north line of said Lot 1 (said north line also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33); thence South 89 degrees 46 minutes 02 seconds West, 172.00 feet along said parallel line to a point on the west line of said Lot 1; thence North 00 degrees 00 minutes 19 seconds West, 10.00 feet along said west line; thence North 89 degrees 46 minutes 02 seconds East, 172.00 feet along said north line to the point of beginning.

Said temporary easement containing 0.039 acres, more or less.

Exhibit D

ROUTE: Aptakisic Road (County Highway 33)

SECTION: 09-00088-18-WR

COUNTY: Lake

JOB NO.: P-91-142-13 PARCEL NO.: 0015TE

STATION: 36+32.92 to 39+63.26

INDEX NO.: 15-29-100-004 & 15-29-100-005

That part of the East Half of the Northwest Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane

Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875,

being described as follows:

Commencing at the northeast corner of Lot 1 in Edmunds Second Subdivision, being a subdivision in said

East Half of the Northwest Quarter of Section 29, according to the plat thereof recorded June 11, 1958 as

document no. 9927651; thence South 00 degrees 03 minutes 36 seconds West, a distance of 10.00 feet along

the east line of said Lot 1 to a point on a line 50.00 feet south of and parallel with the north line of said

Northwest Quarter of Section 29, said point being the point of beginning; thence North 89 degrees 46 minutes

02 seconds East, 330.27 feet along said parallel line to a point on the east line of said Northwest Quarter;

thence South 00 degrees 02 minutes 41 seconds West, 10.00 feet along said east line; thence South 89

degrees 46 minutes 02 seconds West, 330.28 feet to a point on the east line of said Lot 1 in Edmunds Second

Subdivision; thence North 00 degrees 03 minutes 36 seconds East, 10.00 feet along said east line to the point

of beginning.

Said temporary easement containing 0.076 acres, more or less.

EXHIBIT E

MUNICIPAL ACCEPTANCE FORM FOR NON-MOTORIZED FACILITIES

FOR LCDOT USE ONLY								
Permit Number								



600 W. Winchester Road Libertyville, IL 60048 Telephone: (847) 377-7400 hdpermits@lakecountyil.gov

MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

/lunio	cipality: V	illage of	Long	Grove						
∕lailir	ng Address: 3	110 Old	МсНе	nry Roa	d, Loi	ng Grove, IL 6	60047			
Vebs	/ebsite: https://www.longgroveil.g			gov/	jov/ Telepho		847-	7-634-9440		
Engir	neer of Lake Cou	unty to lo in accor	ocation	n and ma	aintair	n the below de	escribed Munic	cipal F	acili	permission from the County ty within the right-of-way limits Imended. The Municipal Facility
	Name of Coun	nty High	way:	Aptak	isic F	Rd				
2.	Location of Fa			From:	R	oute 83				
	(From street to stre	eet with of	fsets)	To:	V	illage limits at	at ~39+60			
3.	Type of Munic ☐ Street light ☐ Sidewalk	-	cility (check a	I that □ ⊠	apply): Sanitary sew Bike path	er line			Water main/Water line Other _Enter text.
. .	Facility to be on Municipal Other Lo	Crew			k all t	hat apply): Contractor				Developer
	Name & Comp	anv.	Ente	r text.						
	Mailing Addres	-		r text.						
	Telephone Nur	_		r text.			Mobile Numb	ber:	Ent	er text.
	E-mail Address	_	Ente	r text.				-		
	Additional cont	tact (if ne	eded	١٠						
	Name & Comp	•		r text.						
	•	-		r text.						
	Mailing Addres									
	Mailing Addres Telephone Nur	· -	Ente	r text.			Mobile Numb	ber:	Ent	er text.

NOTES: This Acceptance is subject to the General Conditions as printed on the reverse side of the form.

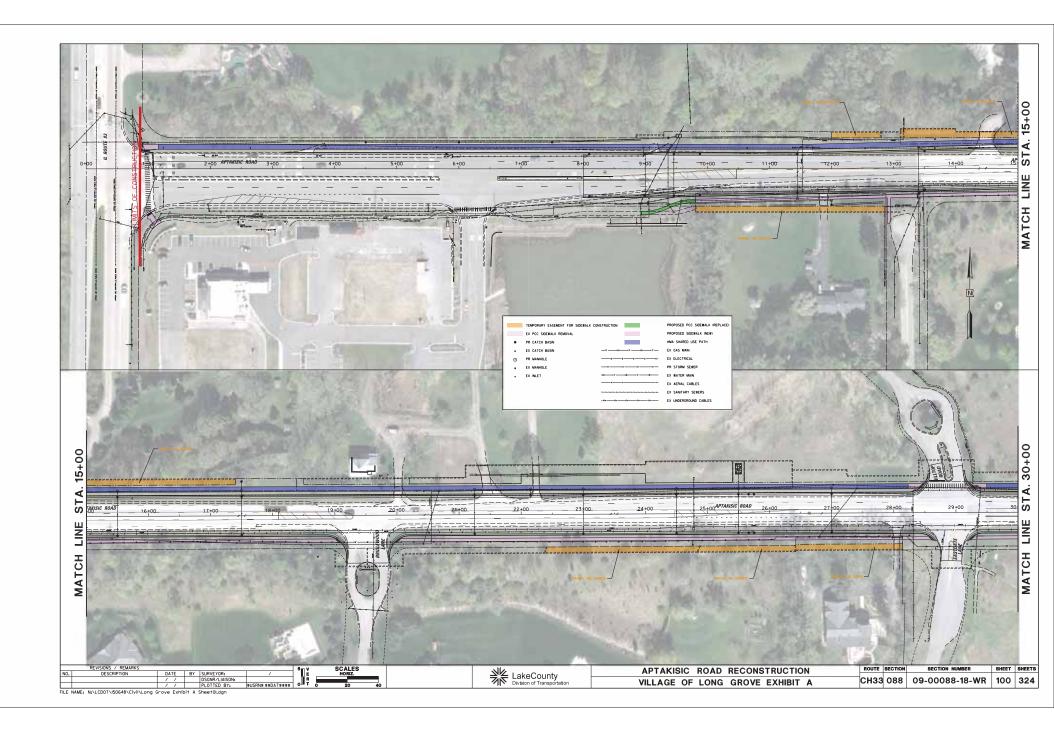
THIS APPLICATION IS ONLY VALID WHEN AN ORIGINAL SIGNATURE IS PROVIDED ON PAGE 2.

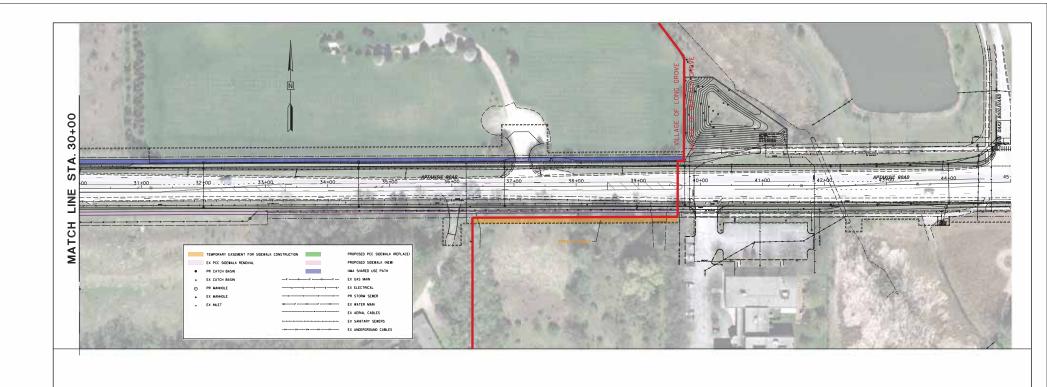
GENERAL CONDITIONS FOR MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

- 1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
- 2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
- 3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
- 4. The review of the Municipal Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
- 5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Facility.
- 6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Facility.
- 7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Facility will be located.
- 8. Unless otherwise stated in the issued Facility Permit, the Municipality and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
- 9. If a separate application is made by an Applicant other than the Municipality to construct the Facility, then the Municipality, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK

ATTEST:		FOR THE MUNICIPALITY:
Municipal Clerk	Ву: _	Municipal Mayor/President
(Printed name of above signature)	-	(Printed name of above signature
	Date:	-





ŀ	REVISIONS / REMARKS	5m V SCALES	V	APTAKISIC ROAD RECONSTRUCTION	ROUTE SECTION	SECTION NUMBER	SHEET 8	SHEETS
ŀ	NO. DESCRIPTION DATE BY SURVEYOR: / // DSGNR/LIAISON:	E HORIZ.	LakeCounty		CH33 088	09-00088-18-WR	101	324
t	/ / PLOTTED BY: \$USRN\$ \$SDAT\$\$S\$	O ^{III} T 0 20 40	Division of Transportation	VILLAGE OF LONG GROVE EXHIBIT A	01133 000	09-00008-10-WK	101	324