LAKE COUNTY FOREST PRESERVES www.LCFPD.org



Preservation, Restoration, Education and Recreation

DATE:

June 6, 2016

MEMO TO: Carol Calabresa, Chair

Land Preservation and Acquisition Committee

S. Michael Rummel, Chair

Finance and Administrative Committee

FROM:

Randall L. Seebach

Director of Planning and Land Preservation

RECOMMENDATION: Recommend approval of a Resolution approving an Easement Agreement with Central Lake County Joint Action Water Agency ("CLCJAWA"), for a Lake Michigan water line extension along Monaville Road adjacent to Grant Woods Forest Preserve.

STRATEGIC DIRECTION SUPPORTED: Leadership

<u>FINANCIAL DATA</u>: The CLCJAWA will pay the District an easement fee in the amount of \$28,736.25 and a tree compensation fee of approximately \$62,642.00.

BACKGROUND: In April 2013, the District approved an intergovernmental agreement with the County of Lake that allowed the inclusion of certain District-owned parcels in the Lake County Special Service Area in order to create the necessary contiguity to all parcels that will be served by the Special Service Area (SSA). In return for the District's participation in the SSA, the County will allow the District to tap in to the County's water service at two locations at Grant Woods Forest Preserve without paying any connection fees. The District will also not be subject to any special taxes levied for the purposes of the SSA.

The CLCJAWA is currently in the process of preparing final plans for a water main that will extend Lake Michigan water to certain unincorporated portions of the County and the Villages of Lake Villa and Lindenhurst.

CLCJAWA proposes constructing the water main on District property adjacent to Monaville Road at Grant Woods Forest Preserve. In January 2015, the Land Preservation and Acquisition and Finance and Administrative Committees gave Policy Direction in favor of the proposed water main route, and authorized staff to negotiate an easement agreement with CLCJAWA granting CLCJAWA easements for the construction and maintenance of the water main. The planned improvements require 0.4 acres of permanent easement and 0.5 acres of temporary easement at Grant Woods Forest Preserve.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel

PRESENTER: Randall L. Seebach

STATE OF ILLINOIS)	
)	SS
COUNTY OF LAKE)	

BOARD OF COMMISSIONERS LAKE COUNTY FOREST PRESERVE DISTRICT REGULAR JUNE MEETING JUNE 14, 2016

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your LAND PRESERVATION AND ACQUISITION COMMITTEE and FINANCE AND ADMINISTRATIVE COMMITTEE present herewith "A Resolution approving an Easement Agreement with Central Lake County Joint Action Water Agency (Grant Woods)", and request its approval.

LAND PRESERVAT	FION AND ACQUISITION COMMITTEE:
Date: 6-6-16	Roll Call Vote: Ayes: Nays:
	✓ Voice Vote Majority Ayes; Nays: _ /
FINANCE AND AD	MINISTRATIVE COMMITTEE:
Date:	☐ Roll Call Vote: Ayes: Nays: ☐ Voice Vote Majority Ayes; Nays:

LAKE COUNTY FOREST PRESERVE DISTRICT LAKE COUNTY, ILLINOIS

A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY (GRANT WOODS)

WHEREAS, the Lake County Forest Preserve District (the "District") owns certain parcels of land within the Grant Woods Forest Preserve (the "Property") located west of Fairfield Road and on the north and south sides of Monaville Road in Grant and Lake Villa Townships; and

WHEREAS, the Central Lake County Joint Action Water Agency ("CLCJAWA") has requested permanent non-exclusive easements (totaling 0.4 acres) and temporary non-exclusive easements (totaling .5 acres) within the Property for the purposes of constructing and maintaining a new water main (the "Easements"); and

WHEREAS, Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, authorizes the District to grant easements under or across District property for the construction, operation, and maintenance of public services, such as water supply systems; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, units of local government, such as the District and the CLCJAWA, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the District has adopted an Ordinance Regarding Licenses and Easements for Public Services (the "Ordinance") which sets forth the District's general requirements for issuing easements; and

WHEREAS, the District has negotiated an easement agreement with the CLCJAWA in substantially the form attached hereto (the "Easement Agreement"); and

WHEREAS, it is in the best interests of the District to grant the Easements to the CLCJAWA in accordance with the Easement Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

<u>Section 1.</u> <u>Recitals.</u> The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2. Approval of Easement Agreement. The Easement Agreement, in substantially the form attached hereto, is hereby approved. The President, Secretary and Director of Land Preservation of the District are hereby authorized and directed, on behalf of the District, to execute and attest to the Easement Agreement and other documents necessary to complete the grant of the Easements to the CLCJAWA, provided that the final form of the Easement Agreement and such documents have first been approved by the District's Counsel. In the event that any provision of the Easement Agreement or such documents conflicts with the Ordinance, the conflicting provision of the Ordinance is hereby waived.

and approval in the manner provided by law.	
PASSED this day of	, 2016
AYES:	
NAYS:	. 4
APPROVED this day of	, 2016
3	
	Ann B. Maine, President Lake County Forest Preserve District
ATTEST:	
Julie Gragnani, Secretary Lake County Forest Preserve District	
Exhibit #	

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage

Prepared by and after recording return to: Matthew E. Norton Holland & Knight LLP 131 S. Dearborn Street 30th Floor Chicago, IL 60603

Above Space For Recorder's Use Only

Easement Agreement between Lake County Forest Preserve District and Central Lake County Joint Action Water Agency

This Easement Agreement (this "Agreement") is dated and executed as of the ____ day of _____, 2016 (the "Effective Date"), and is by and between the Lake County Forest Preserve District, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "District"), and the Central Lake County Joint Action Water Agency, a public agency established pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. ("CLCJAWA"). In consideration of the provisions below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the District and CLCJAWA agree as follows:

- 1. <u>Background</u>. The District holds fee simple title to property commonly known as the Grant Woods Forest Preserve in Lake County, Illinois (the "<u>Subject Property</u>"). CLCJAWA desires to: (a) install, operate, maintain, repair, and replace new underground water mains and other underground facilities necessary for the conveyance of water by CLCJAWA (collectively, the "<u>Water Mains</u>") under that portion of the Subject Property depicted on <u>Exhibit A</u> attached hereto as the "<u>Permanent Easement Premises</u>," and (b) temporarily enter and use, for the limited purpose of constructing and installing the Water Mains, the portion of the Subject Property depicted on <u>Exhibit A</u> as the "<u>Temporary Easement Premises</u>" (collectively, the Permanent Easement Premises and the Temporary Easement Premises are the "<u>Easement Premises</u>") (collectively, the construction, installation, operation, maintenance, repair, replacement, and removal of the Water Mains within the Easement Premises is the "<u>Work</u>").
- 2. <u>Grant of Easements</u>. Subject to this Agreement and the District's "Ordinance Regarding Licenses and Easements for Public Services" approved July 15, 2015, and amended from time to time (the "<u>License and Easement Ordinance</u>"), the District hereby grants to CLCJAWA, for its use and for the use of its contractors and agents: (a) a non-exclusive temporary construction easement in, on, over, and under the Temporary Easement Premises for the sole purpose of constructing and installing the Water Mains

("Temporary Easement"), and (b) a non-exclusive easement in, on, over and under the Permanent Easement Premises for the sole purposes of installing, operating, maintaining, repairing, and replacing the Water Mains ("Permanent Easement") (collectively, the Temporary Easement and the Permanent Easement are the "Easements"). Notwithstanding any other provision of this Agreement, the Easements shall not be subject to any amendments to the License and Easement Ordinance that are effective after the Effective Date of this Agreement to the extent that the provisions of such amendments conflict with the provisions of this Agreement.

- 3. Terms of Easements. The Easements shall not be effective unless and until CLCJAWA has: (a) obtained all permits and approvals for the Work required by all applicable laws (the "Requirements of Law"), (b) furnished security to the District in accordance with Section 8 of this Agreement, and (c) CLCJAWA provided written notice to the District that it has obtained all such permits and approvals, furnished the required security, and intends to commence the Work (the "Commencement Notice"), which Commencement Notice shall be received by the District at least 48 hours before the commencement of the Work (collectively, (a) through (c) are the "Conditions Precedent"). The term of both Easements shall commence on the date that CLCJAWA has completed each and every of the Conditions Precedent and the District receives the Commencement Notice. The term of the Temporary Easement shall expire on the date that CLCJAWA completes the construction and installation of the Water Mains. The term of the Permanent Easement shall be perpetual.
- 4. Performance of the Work. CLCJAWA shall construct and install the Water Mains, and perform all other Work, solely on the Easement Premises, in a good and workmanlike manner, at no cost and expense to the District, and in accordance with the plans depicted on Exhibit B attached hereto (the "Plans") and the Requirements of Law, including without limitation the License and Easement Ordinance and all Requirements of Law that prohibit, restrict, or regulate any hazardous materials. If CLCJAWA desires to perform any Work that deviates from the Work as depicted in the Plans (the "Changed Work"), CLCJAWA shall, prior to the commencement of any Changed Work, submit revised Plans depicting the Changed Work and obtain the written approval of the District's Executive Director, which approval may be granted or denied in the Executive Director's sole discretion. No later than 30 days after completion of the Work, including any approved Changed Work, CLCJAWA shall deliver to the District a written statement certifying that CLCJAWA has completed all Work in accordance with the Plans, as they may be amended to depict any Changed Work.

5. <u>Maintenance of Easement Premises</u>.

- A. <u>Easement Premises</u>. At all times, CLCJAWA shall maintain the Easement Premises in a safe, good, and clean condition.
- B. Other District Property. In addition to its obligations under Section 6, CLCJAWA shall promptly clean all mud, dirt, or debris deposited by CLCJAWA, or any agent of or contractor hired by, or on behalf of, CLCJAWA, on any property owned by the District, and shall repair any damage to any property owned by the District caused by the activities of CLCJAWA, or any agent of or contractor hired by, or on behalf of, CLCJAWA, in connection with the Work. If CLCJAWA fails to clean or repair, or undertake with due diligence to clean or repair, any property owned by the District within 24 hours after the District gives CLCJAWA notice thereof, then the District may, but will not be obligated to, cause the affected property to be cleaned or repaired and CLCJAWA shall reimburse the District for all costs incurred by the District to cause the affected property to be cleaned or repaired.
- C. <u>Abatement of Dangerous Condition</u>. If the District determines that the Work threatens the public health and safety (i) the District may, but will not be obligated, to take all action that it deems

necessary to abate the dangerous condition and (ii) CLCJAWA shall reimburse the District for all costs incurred by the District in the performance of such action.

6. <u>Restoration and Vacation</u>.

- A. <u>Upon Completion of Work</u>. Upon completion of the construction and installation of the Water Mains and, thereafter, any other Work, CLCJAWA shall, at no cost to the District, restore the Easement Premises in accordance with the Restoration Plan attached hereto as <u>Exhibit C</u> (the "<u>Restoration Plan</u>").
- B. <u>Upon Termination of Easements</u>. Upon termination of the Easements for any reason, CLCJAWA shall, at no cost to the District: (i) remove any facilities and Work from the Easement Premises, (ii) restore the Easement Premises in accordance with the Restoration Plan, and (iii) thereafter, vacate the Easement Premises. If CLCJAWA fails to remove any facilities and the Work or restore the Easement Premises as required, the District may, but will not be obligated to, perform and complete the removal and restoration and CLCJAWA shall reimburse the District for all costs incurred by the District for such work.
- 7. Reservation of Rights. The District reserves its right to: (a) use the Easement Premises for any authorized purpose, (b) grant other non-exclusive licenses or easements within the Easement Premises, and (c) full and normal access to the Easement Premises, so long as such use, grant, or access does not unreasonably prevent, impede, or interfere with CLCJAWA's use of the Easement Premises. CLCJAWA shall perform the Work so that it does not unreasonably interfere with the District's reserved rights.
- 8. No Assessments and Liens. CLCJAWA represents and warrants that it shall: (a) not assess or impose, or allow to be assessed or imposed, against the Easement Premises any special assessment, special service area tax, recapture fee, or similar assessment, tax, or fee (an "Assessment"), (b) indemnify the District from any Assessment that is imposed, (c) take all necessary action to keep the Easement Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with the Work, and (d) cause, at no cost to the District (i) any lien that is filed against the Easement Premises in connection with the Work to be discharged and released, and (ii) evidence of this discharge and release to be recorded against the Easement Premises, all within 30 days after the date the lien is filed.
- 9. Security. Prior to performing any Work, CLCJAWA shall provide to the District copies of executed contracts for the performance of the Work (the "Construction Contracts") entered into by CLCJAWA and each contractor whom CLCJAWA selects to perform the Work or any portion of the Work (the "Contractors"). Each Construction Contract shall (a) require each Contractor to: (i) perform and complete the Work in accordance with the provisions of this Agreement; (ii) obtain and maintain a performance bond or letter of credit in a penal sum not less than the contract price of the applicable Construction Contract, guaranteeing completion of the Work in accordance with the provisions of this Agreement, including, without limitation, any required restoration and repair of any damage to the Easement Premises or any other property owned by the District (the "Performance Security"); and (iii) name the District as an obligee or beneficiary on the Performance Security (collectively, the "Third Party Rights") and (b) grant the District the right to enforce the Third Party Rights. CLCJAWA shall provide to the District executed copies of the Construction Contracts and Performance Security. No Work shall be performed until the District has approved the Construction Contracts and the Performance Security, which approval shall not be unreasonably denied, conditioned, or delayed.
- 10. <u>Indemnity</u>. CLCJAWA assumes sole and complete responsibility for any personal injury, including death, and damage to property that may arise directly or indirectly from the use of the Easement

Premises by CLCJAWA, its officers, directors, trustees, board members, partners, employees, agents and contractors. CLCJAWA shall indemnify, hold harmless, defend, and release the District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with (a) the Work, the Water Mains, the Easements, or the use of the Easement Premises by CLCJAWA, or (b) CLCJAWA's performance of, or failure to perform, its obligations under this Agreement (collectively, the "Indemnified Claims"), whether or not any such performance or failure to perform is alleged to result from the CLCJAWA's breach of this Agreement, negligence, willful misconduct, or any other standard of conduct; however, this indemnity shall not apply to the extent any Indemnified Claims are caused by the willful misconduct or gross negligence of the District.

- 11. <u>Insurance</u>. At all times while any Work is being performed, CLCJAWA shall, and shall cause its contractors to, at no cost or expense to the District, procure and maintain insurance policies sufficient to protect the District, the Easement Premises, the Subject Property, and any other property owned by the District from the Indemnified Claims, the Work, and all other actions by CLCJAWA pursuant to this Agreement. The policies, coverages, limits, and insurers that issue them are subject to the District's approval, in its sole discretion. CLCJAWA shall cause the District to be named as an additional insured on all such policies, and shall provide to the District certificates of insurance acceptable to the District evidencing, the insurance required by this Section 11.
- 12. Easement Fee; Reimbursement of Expenses. Within five business days after the Effective Date, CLCJAWA shall pay an easement fee of \$28,736.25 (the "Monetary Fee") to the District. The Easements shall not become effective until the CLCJAWA has paid the Monetary Fee to the District. CLCJAWA shall pay a tree compensation fee in an amount determined pursuant to the License and Easement Ordinance, including Section 7.C (the "Tree Compensation Fee"). The District currently estimates that the Tree Compensation Fee will be \$62,642.00. CLCJAWA shall pay the Tree Compensation Fee to the District within five business days after the District sends CLCJAWA an invoice for the amount of the final Tree Compensation Fee. CLCJAWA shall, no later than 30 days after the receipt of an invoice from the District, reimburse the District for all out-of-pocket costs and staff costs incurred by the District relating to (a) the review, consideration, negotiation, and preparation of (i) CLCJAWA's application for the Easements and (ii) this Agreement, all in accordance with the License and Easement Ordinance, or (b) any failure by CLCJAWA to comply with its obligations pursuant to this Agreement.
- 13. Covenants Running With the Land. The Easements and the rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Subject Property, and shall be binding upon and inure to the benefit of the District and CLCJAWA and their respective successors, assigns, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. Promptly after the full execution and delivery of this Agreement by the District and CLCJAWA, CLCJAWA shall, at no cost to the District, record this Agreement against the Easement Premises and the Subject Property with the office of the Recorder of Deeds of Lake County, Illinois.
- 14. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (a) personally, (b) by a reputable overnight courier, or by (c) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt, (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit, or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 14, each party shall have the right to change the address or the

addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the District shall be addressed and delivered to the following address:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attention: Executive Director______

With a copy to:

Holland & Knight LLP 131 S. Dearborn Street, Suite 30th Floor Chicago, IL 60603 Attention: Mathew E. Norton

Notices and communications to CLCJAWA shall be addressed and delivered to the following address:

Central Lake County Joint Action Water Agency
200 Rockland Road
Lake Bluff, IL 60044
Attention: Executive Director
Attention:

With a Copy to:

15. General Provisions.

- A. <u>Entire Agreement</u>. This Agreement is the entire agreement between the parties and supersedes all of their prior agreements and negotiations, written or oral, relating to the subject matter of this Agreement.
- B. <u>Governing Law</u>. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.
- C. <u>Assignment</u>. Neither this Agreement nor the Easements may be assigned by the CLCJAWA without the prior written consent of the District, which it may grant or deny in its sole discretion.
- D. <u>No Waiver</u>. Any act or omission by the District that may constitute a waiver of one or more its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that the District has or may have in the future under this Agreement.
- E. <u>Authority</u>. Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

F. <u>Enforcement; Prevailing Party.</u> The District and CLCJAWA may, in law or in equity, by suit, action, mandamus, or any other proceeding, including, without limitation, specific performance, enforce or compel performance of this Agreement. In the event of a judicial proceeding brought by one party against the other party, the prevailing party in the judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

CLCJAWA:	DISTRICT:	DISTRICT:			
Ву:	By:				
Name:					
Its:	Its:				
ATTEST	ATTEST				
Ву:	By:				
Name:	Name:				
Its:	Its:				

ACKNOWLEDGMENTS

STATE OF ILLINOIS) SS							
COUNTY OF LAKE)			1.				
This instrument was acknowledged b	efore me on			, 2016, 1	by	, tl	ne
corporate, and by of the LAKE Co	OUNTY FO	REST PI	RESERVE of sa	E DISTRI id District.	CT, a body	politic ar	ıd
		Signatur	e of Notar	y			
SEAL							
My Commission expires:							
STATE OF ILLINOIS)							
COUNTY OF LAKE)	e		3.63			•	
This instrument was acknowled	edged befor	re me	on	CENTED		2016, by	у
JOINT ACTION WATER	AGENCY, the	an	Illinois	public	agency,	and by	Y Y
		01 30	na agency.				
		Signature	e of Notary				
SEAL							
My Commission expires:							

EXHIBIT A DEPICTION OF EASEMENT PREMISES

EXHIBIT A1

CLCJAWA – NORTHWEST PIPELINE PERMANENT EASEMENT DESCRIPTION PARCEL NW 109 PE

A PERMANENT EASEMENT BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER AND THE SOUTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 234.68 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 28.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 251.13 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 7.70 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 48.37 FEET: THENCE NORTH 00 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 37.30 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.37 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 251.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,082 SQUARE FEET, (0.186 ACRES) MORE OR LESS.

PREPARED BY:
MANHARD CONSULTING, LTD.
900 WOODLANDS PARKWAY
VERNON HILLS, ILLINOIS, 60061
PHONE: 847.634.5550
WWW.MANHARD.COM

APRIL 25, 2016

P:\Cdmlc\Documents\Surveying\Easement Acquisition\Northwest Route\Northwest Route Parcels\WW 109\CDMLC-NW 109-PE Legal Description.docx

CLCJAWA – NORTHWEST PIPELINE TEMPORARY EASEMENT DESCRIPTION

PARCEL NW 109 TE

A TEMPORARY EASEMENT BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

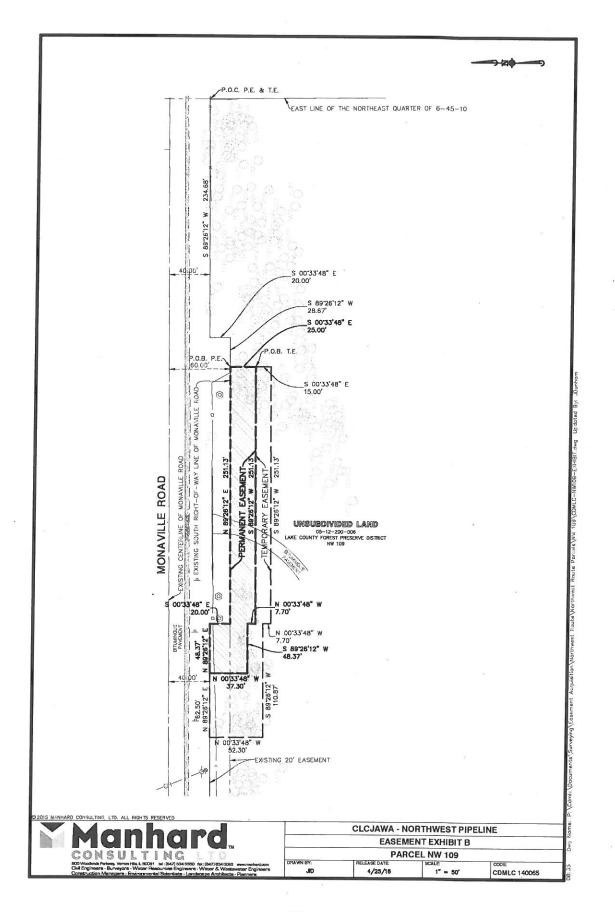
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER AND THE SOUTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 234.68 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 28.67 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 251.13 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 7.70 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 110.87 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 52.30 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 62.50 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 37.30 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 48.37 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 7.70 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 251.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,761 SQUARE FEET, (0.178 ACRES) MORE OR LESS.

PREPARED BY:
MANHARD CONSULTING, LTD.
900 WOODLANDS PARKWAY
VERNON HILLS, ILLINOIS, 60061
PHONE: 847.634.5550
WWW.MANHARD.COM

APRIL 25, 2016

P:Cdmlc\Documents\Surveying\Easement AcquisitionWorthwest Route\Northwest Route Parcels\WW 109\CDMLC-NW 109-TE Legal Description.docx



CLCJAWA - NORTHWEST PIPELINE

TEMPORARY EASEMENT DESCRIPTION

PARCEL NW 169 & 170 TE

A TEMPORARY EASEMENT BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

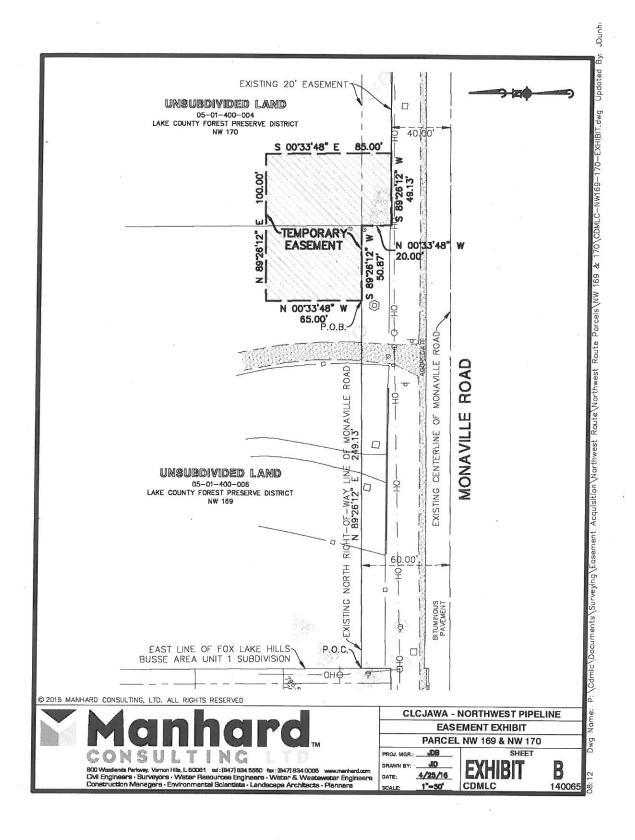
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF FOX LAKE HILLS BUSSE AREA UNIT 1, ACCORDING TO THE PLAT RECORDED JUNE 16, 1954 AS DOCUMENT 827520 IN BOOK 33 OF PLATS, PAGE 7, AND THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD; THENCE NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 249.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 85.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 85.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 49.13 FEET; THENCE NORTH 00 DEGREES 33 FEET 48 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,483 SQUARE FEET, (0.172 ACRES) MORE OR LESS.

PREPARED BY: MANHARD CONSULTING, LTD. 900 WOODLANDS PARKWAY VERNON HILLS, ILLINOIS, 60061 PHONE: 847.634.5550 WWW.MANHARD.COM

APRIL 25, 2016

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CLCJAWA - NORTHWEST PIPELINE

PERMANENT EASEMENT DESCRIPTION

PARCEL NW 172 PE

A 35 FOOT WIDE PERMANENT EASEMENT BEING A PART OF GOVERNMENT LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 00 DEGREES 02 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 50.56 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 39172.90 FEET, AN ARC DISTANCE OF 26.89 FEET, A CHORD BEARING NORTH 89 DEGREES 50 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 26.89 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 39172.90 FEET, AN ARC DISTANCE OF 65.00 FEET, A CHORD BEARING NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, AND A CHORD DISTANCE OF 65.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 43 SECONDS EAST, A DISTANCE OF 35.00 FEET; THENCE EASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 39207.90 FEET, AN ARC DISTANCE OF 65.00 FEET, A CHORD BEARING SOUTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, AND A CHORD DISTANCE OF 65.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST, AND A CHORD DISTANCE OF 65.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,275 SQUARE FEET, (0.052 ACRES) MORE OR LESS.

PREPARED BY: MANHARD CONSULTING, LTD. 900 WOODLANDS PARKWAY VERNON HILLS, ILLINOIS, 60061 PHONE: 847.634.5550 WWW.MANHARD.COM

APRIL 25, 2016

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CLCJAWA - NORTHWEST PIPELINE

TEMPORARY EASEMENT DESCRIPTION

PARCEL NW 172 TE

A TEMPORARY EASEMENT BEING A PART OF GOVERNMENT LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 00 DEGREES 02 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 50.56 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 39172.90 FEET, AN ARC DISTANCE OF 91.89 FEET, A CHORD BEARING NORTH 89 DEGREES 53 MINUTES 12 SECONDS WEST, AND A CHORD DISTANCE OF 91.89 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 39172.90 FEET, AN ARC DISTANCE OF 35.00 FEET, A CHORD BEARING NORTH 89 DEGREES 58 MINUTES 46 SECONDS WEST, AND A CHORD DISTANCE OF 35.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 43 SECONDS EAST, A DISTANCE OF 65.00 FEET; THENCE EASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 39237.90 FEET, AN ARC DISTANCE OF 100.00 FEET, A CHORD BEARING SOUTH 89 DEGREES 55 MINUTES 55 SECONDS EAST, AND A CHORD DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE WESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 39207.90 FEET, AN ARC DISTANCE OF 65.00 FEET, A CHORD BEARING NORTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, AND A CHORD DISTANCE OF 65.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 43 SECONDS WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,225 SQUARE FEET, (0.097 ACRES) MORE OR LESS.

PREPARED BY: MANHARD CONSULTING, LTD. 900 WOODLANDS PARKWAY VERNON HILLS, ILLINOIS, 60061 PHONE: 847.634.5550 WWW.MANHARD.COM

APRIL 25, 2016

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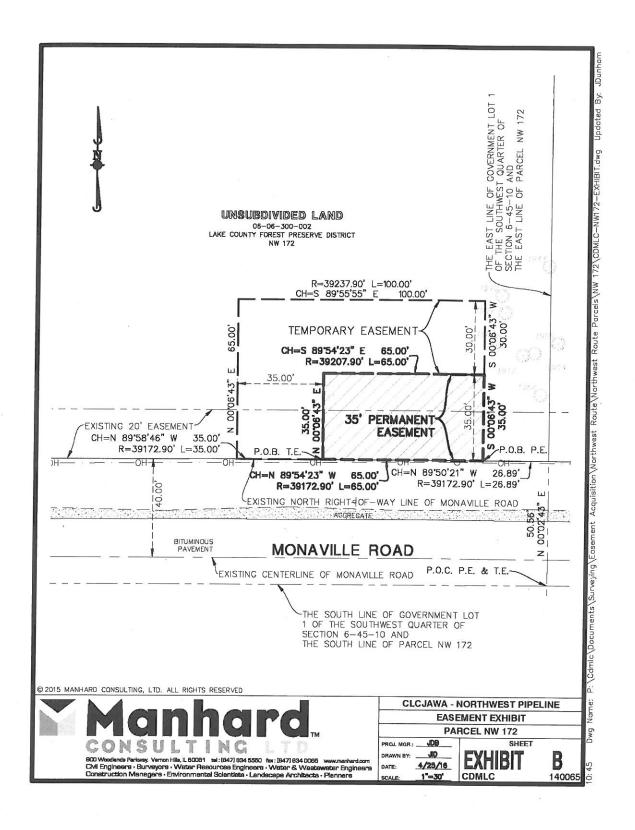
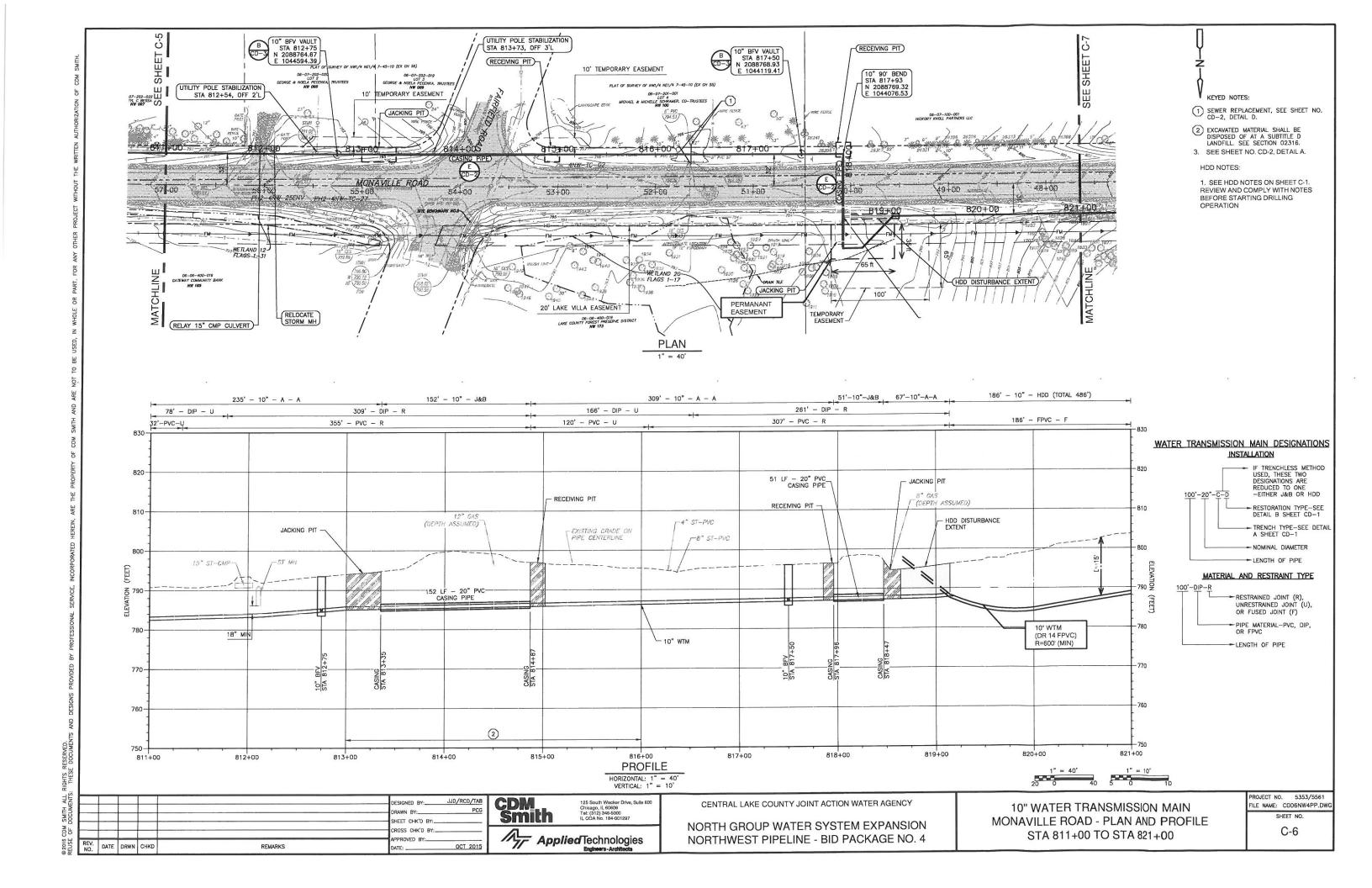
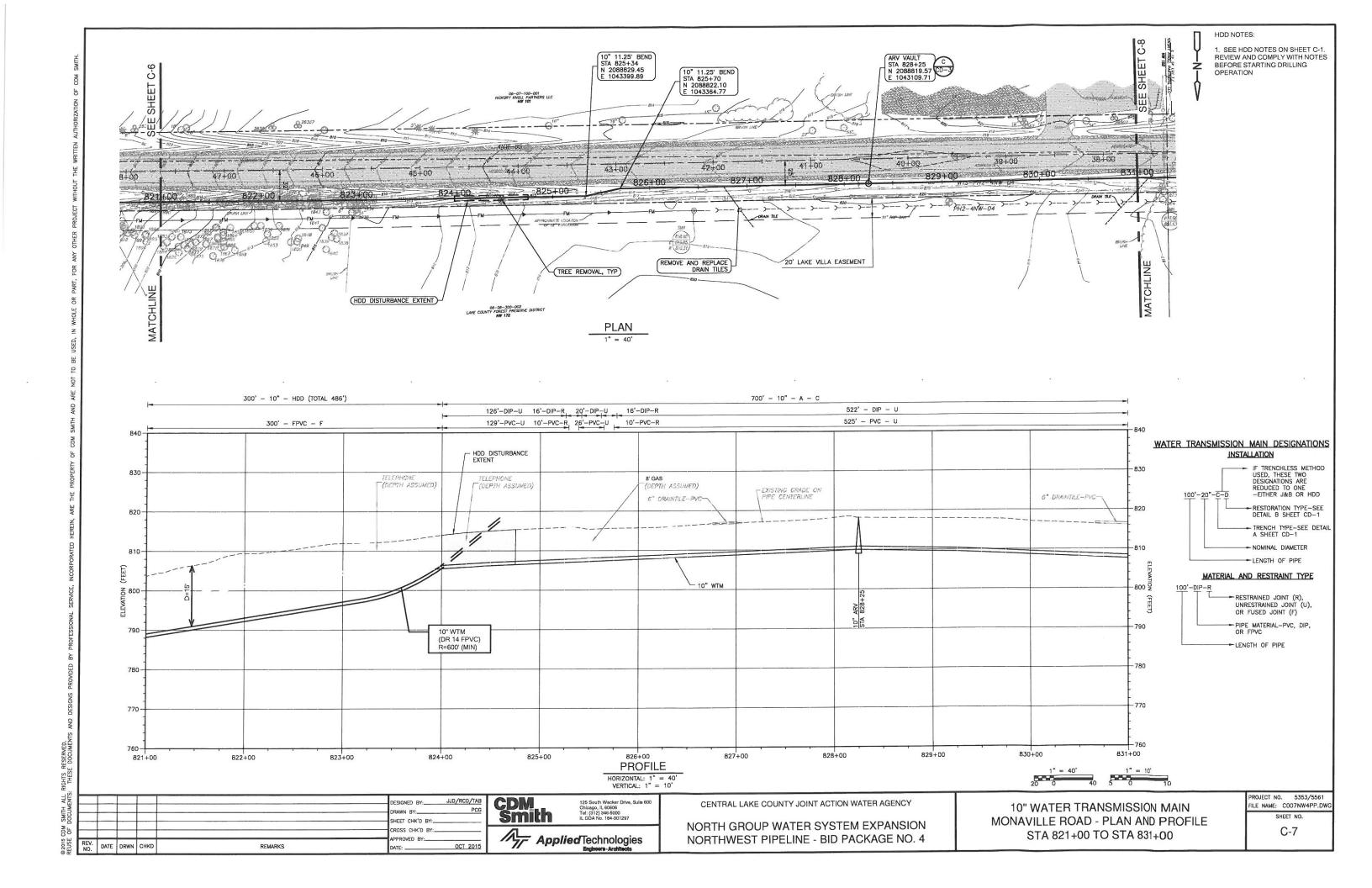
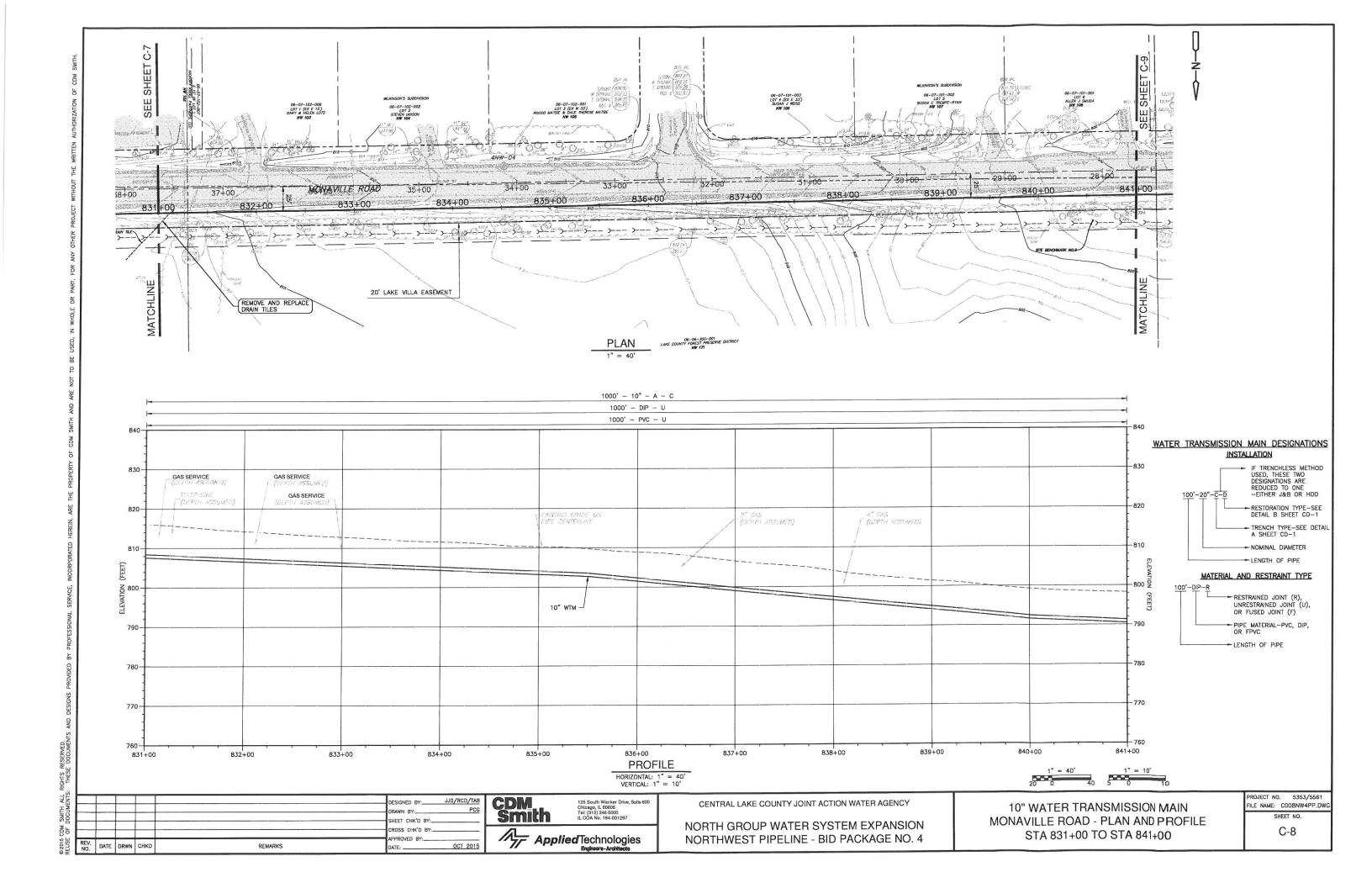
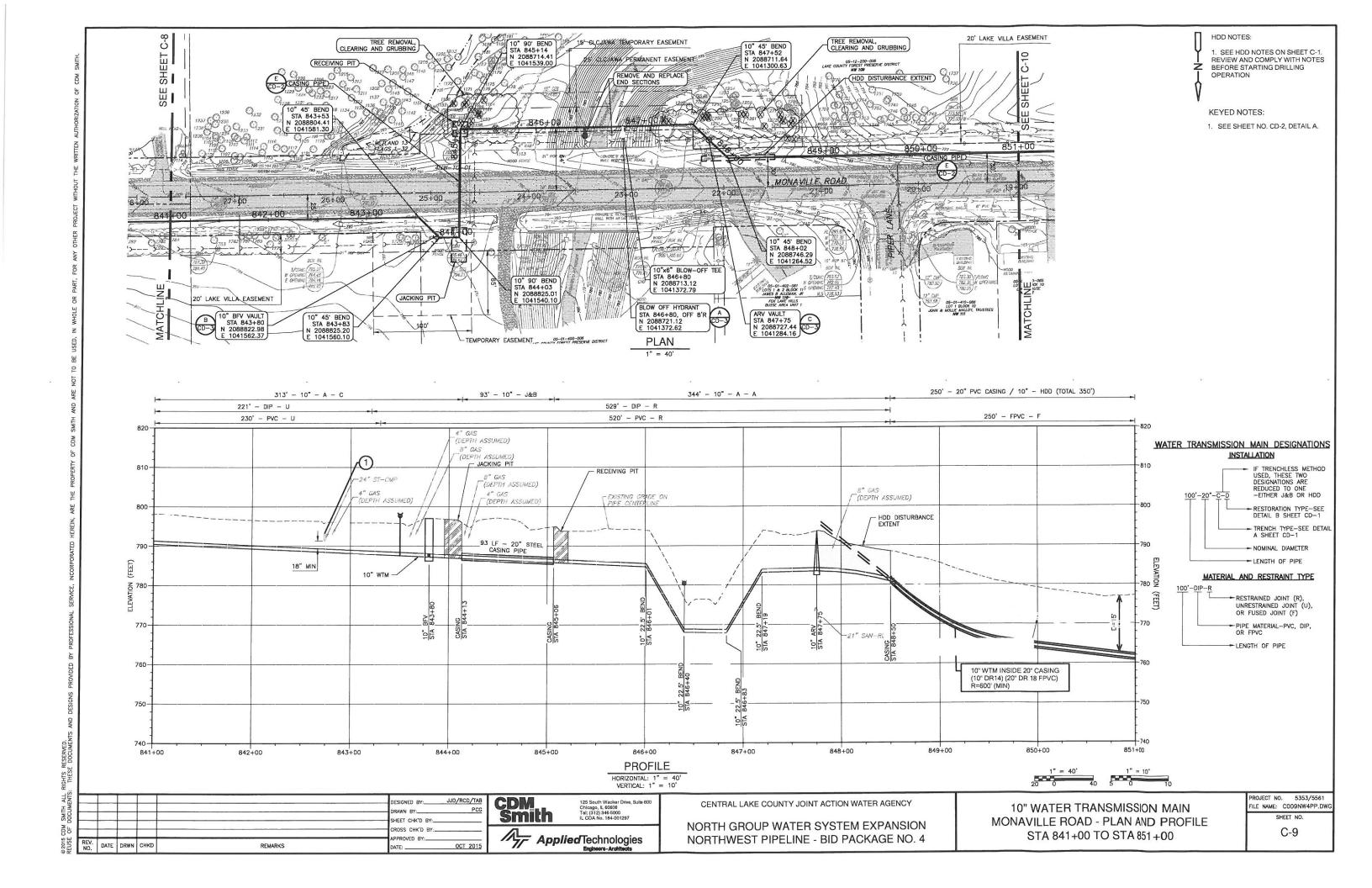


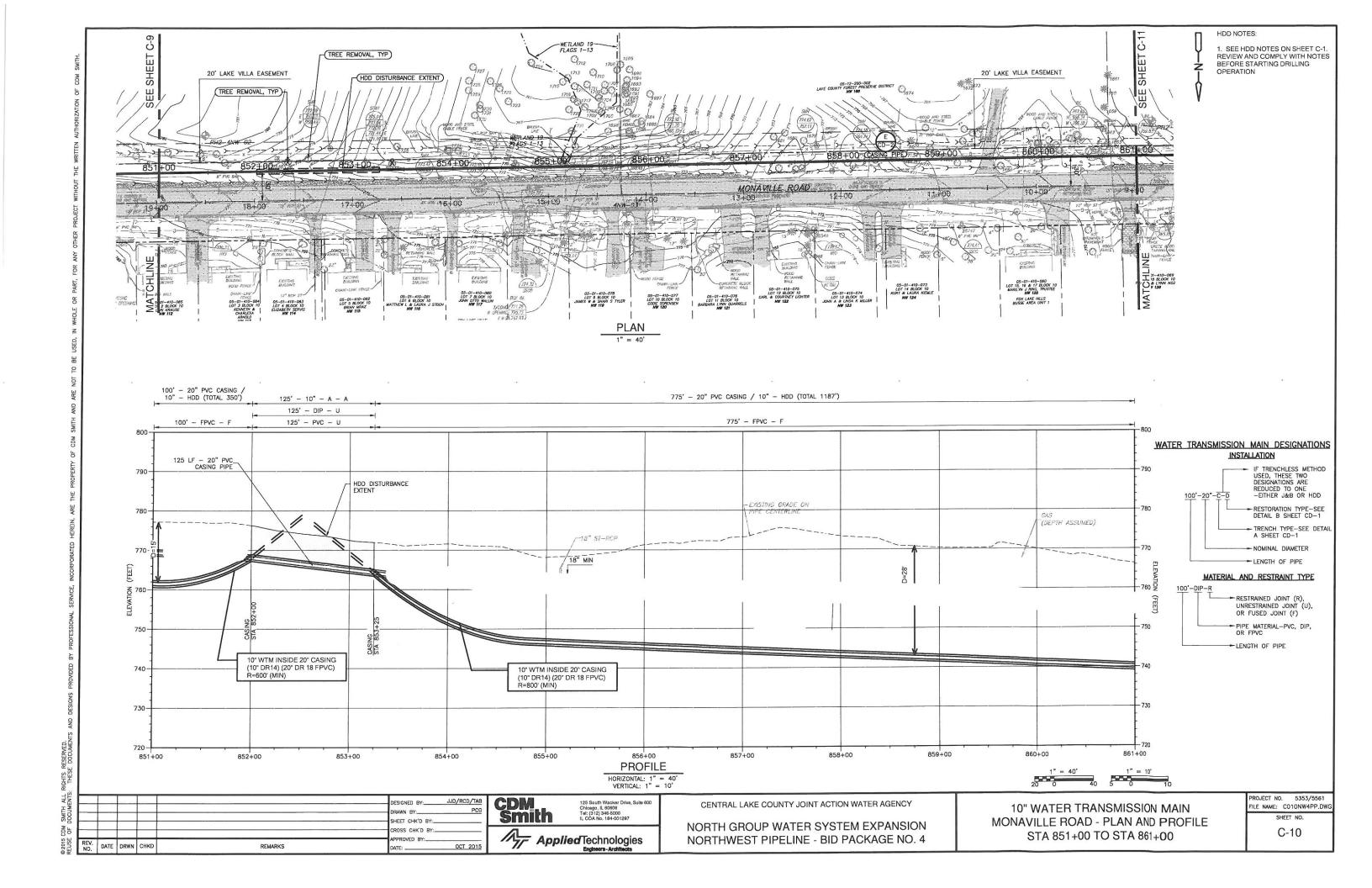
EXHIBIT B PLANS











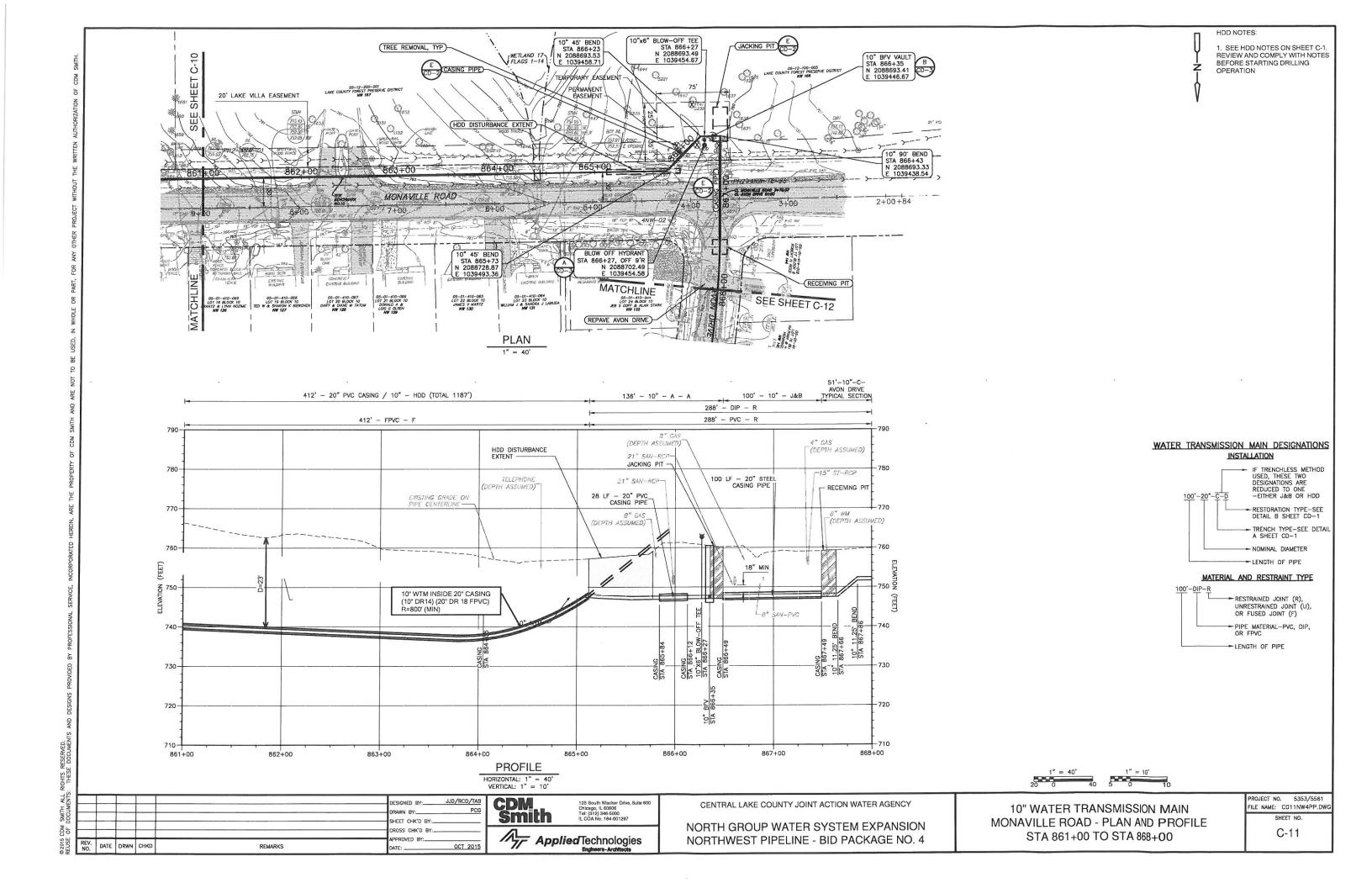


EXHIBIT C RESTORATION PLAN