

Prepared by and after  
recording return to:  
Matthew E. Norton  
Holland & Knight LLP  
131 S. Dearborn Street  
30<sup>th</sup> 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. Background. The District holds fee simple title to property commonly known as the Grant Woods Forest Preserve in Lake County, Illinois (the "Subject Property"). 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 "Water Mains") under that portion of the Subject Property depicted on Exhibit A attached hereto as the "Permanent Easement Premises," 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 Exhibit A as the "Temporary Easement Premises" (collectively, the Permanent Easement Premises and the Temporary Easement Premises are the "Easement Premises") (collectively, the construction, installation, operation, maintenance, repair, replacement, and removal of the Water Mains within the Easement Premises is the "Work").

2. Grant of Easements. 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 "License and Easement Ordinance"), 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. Maintenance of Easement Premises.

A. Easement Premises. 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. Abatement of Dangerous Condition. 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. Restoration and Vacation.

A. Upon Completion of Work. 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 Exhibit C (the "Restoration Plan").

B. Upon Termination of Easements. 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. Indemnity. 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. Insurance. 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 30<sup>th</sup> 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

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

15. General Provisions.

A. Entire Agreement. 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. Governing Law. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. Assignment. 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. No Waiver. 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. Authority. 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. Enforcement; Prevailing Party. 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:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DISTRICT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE         )

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate, and by \_\_\_\_\_, the \_\_\_\_\_ of said District.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE         )

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of **CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY**, an Illinois public agency, and by \_\_\_\_\_, the \_\_\_\_\_ of said agency.

\_\_\_\_\_  
Signature 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](http://WWW.MANHARD.COM)

APRIL 25, 2016

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**EXHIBIT A2**  
**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:

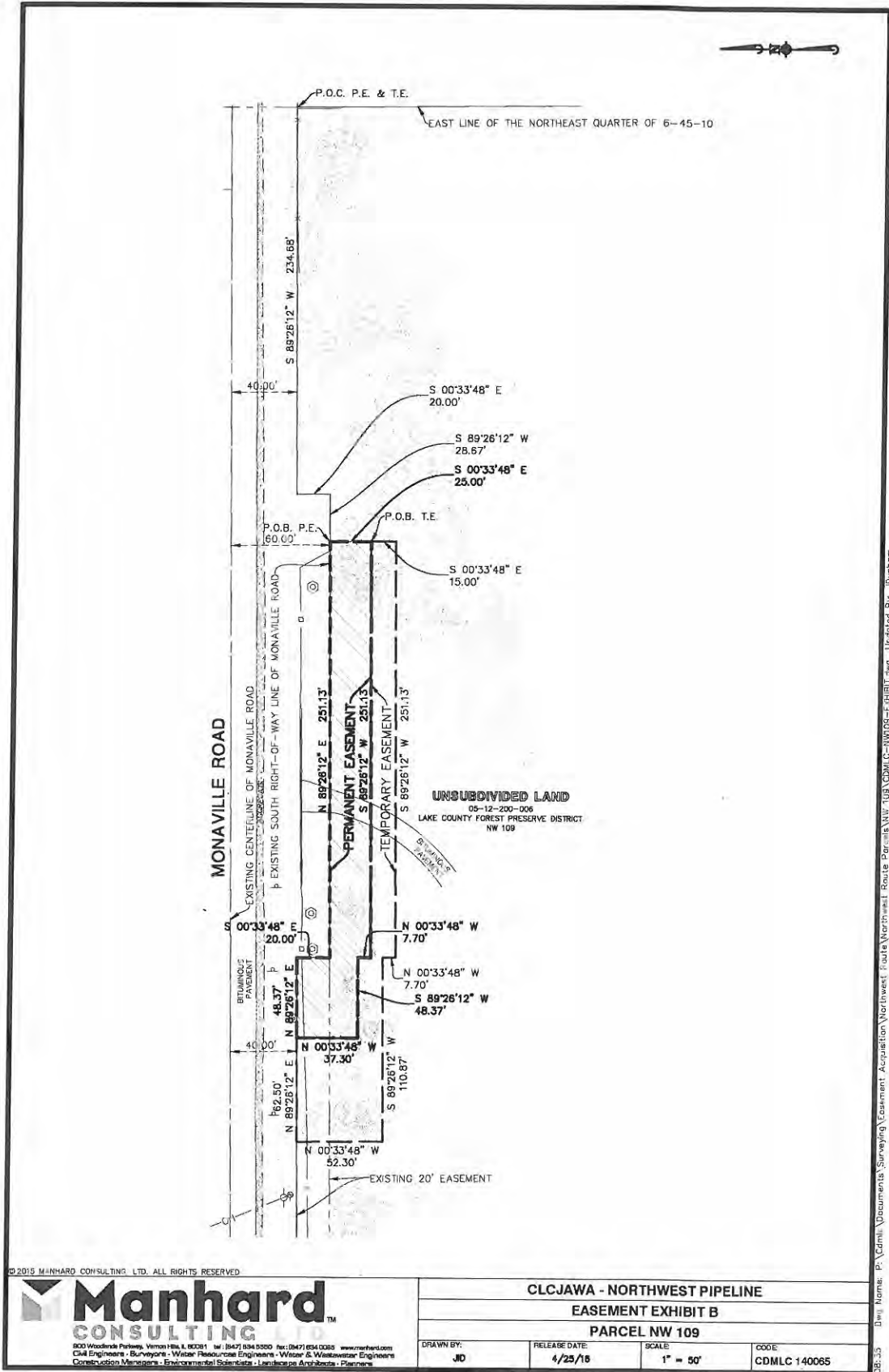
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER AND THE SOUTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD; THENCE SOUTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 234.68 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST, ALONG SAID 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:  
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APRIL 25, 2016

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**EXHIBIT A**  
**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:

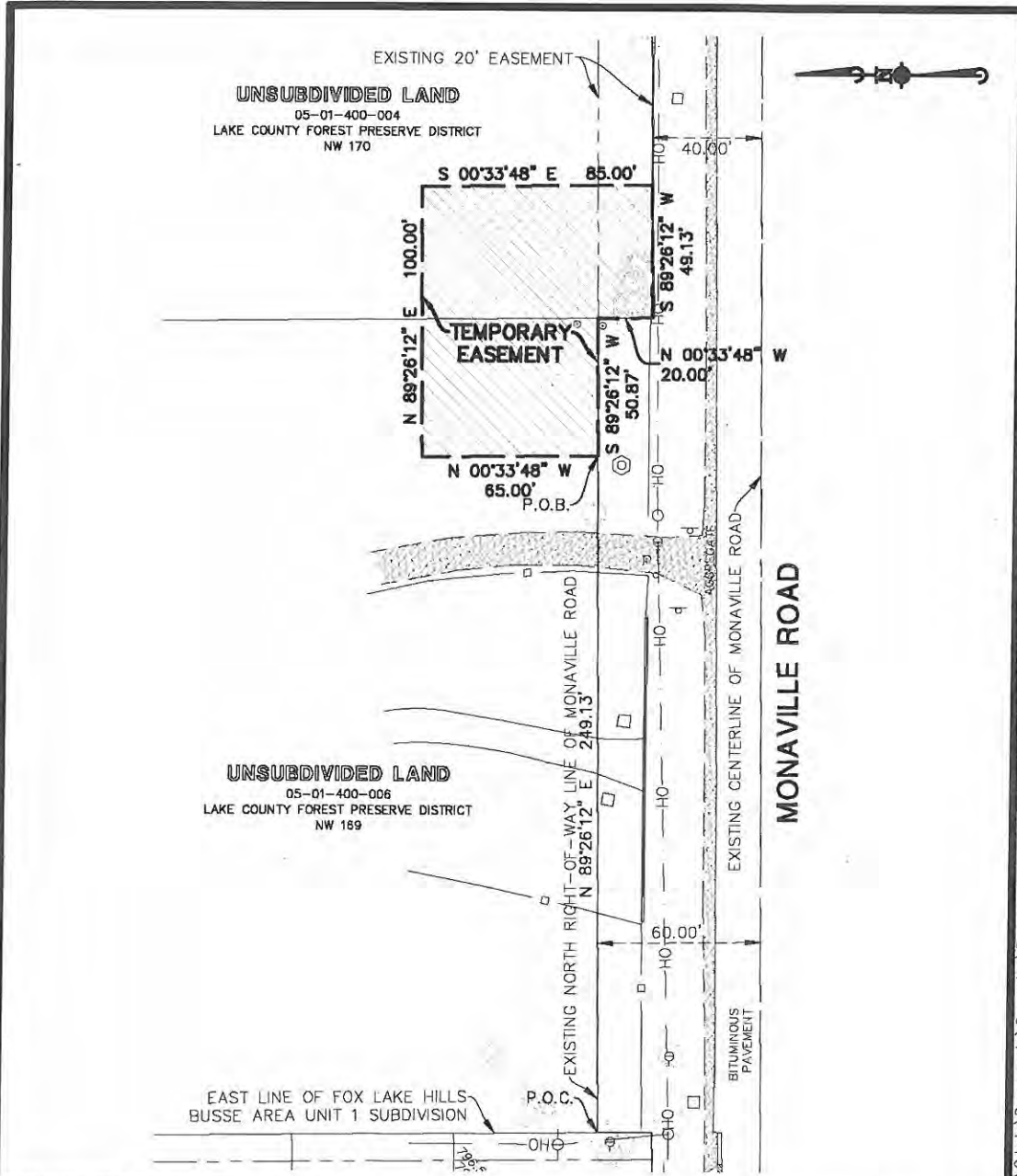
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF FOX LAKE HILLS BUSSE AREA UNIT 1, ACCORDING TO THE PLAT RECORDED JUNE 16, 1954 AS DOCUMENT 827520 IN BOOK 33 OF PLATS, PAGE 7, AND THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD; THENCE NORTH 89 DEGREES 26 MINUTES 12 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY 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 100.00 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 20.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 12 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:  
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APRIL 25, 2016

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**Manhard**  
CONSULTING

800 Woodlands Parkway, Vernon Hills, IL 60061 tel: (847) 634 8550 fax: (847) 634 0035 www.manhard.com  
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

CLCJAWA - NORTHWEST PIPELINE	
EASEMENT EXHIBIT	
PARCEL NW 169 & NW 170	
PROJ. MGR.: <u>JDB</u>	SHEET
DRAWN BY: <u>JD</u>	<b>EXHIBIT B</b>
DATE: <u>4/25/16</u>	CDMLC 140065
SCALE: <u>1"=30'</u>	

08:12 Dwg Name: P:\Cdmlc\Documents\Surveying\Easement\_Acquisition\Northwest Route\Northwest Route Parcels\NW 169 & 170\CDMLC-NW169-170-EXHIBIT.dwg Updated By: JDunh

**EXHIBIT A1**  
**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, 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  
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APRIL 25, 2016

P:\Cdmlc\Documents\Surveying\Easement Acquisition\Northwest Route\Northwest Route Parcels\NW 172\CDMLC-NW 172-PE Legal Description.docx

**EXHIBIT A2**  
**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.

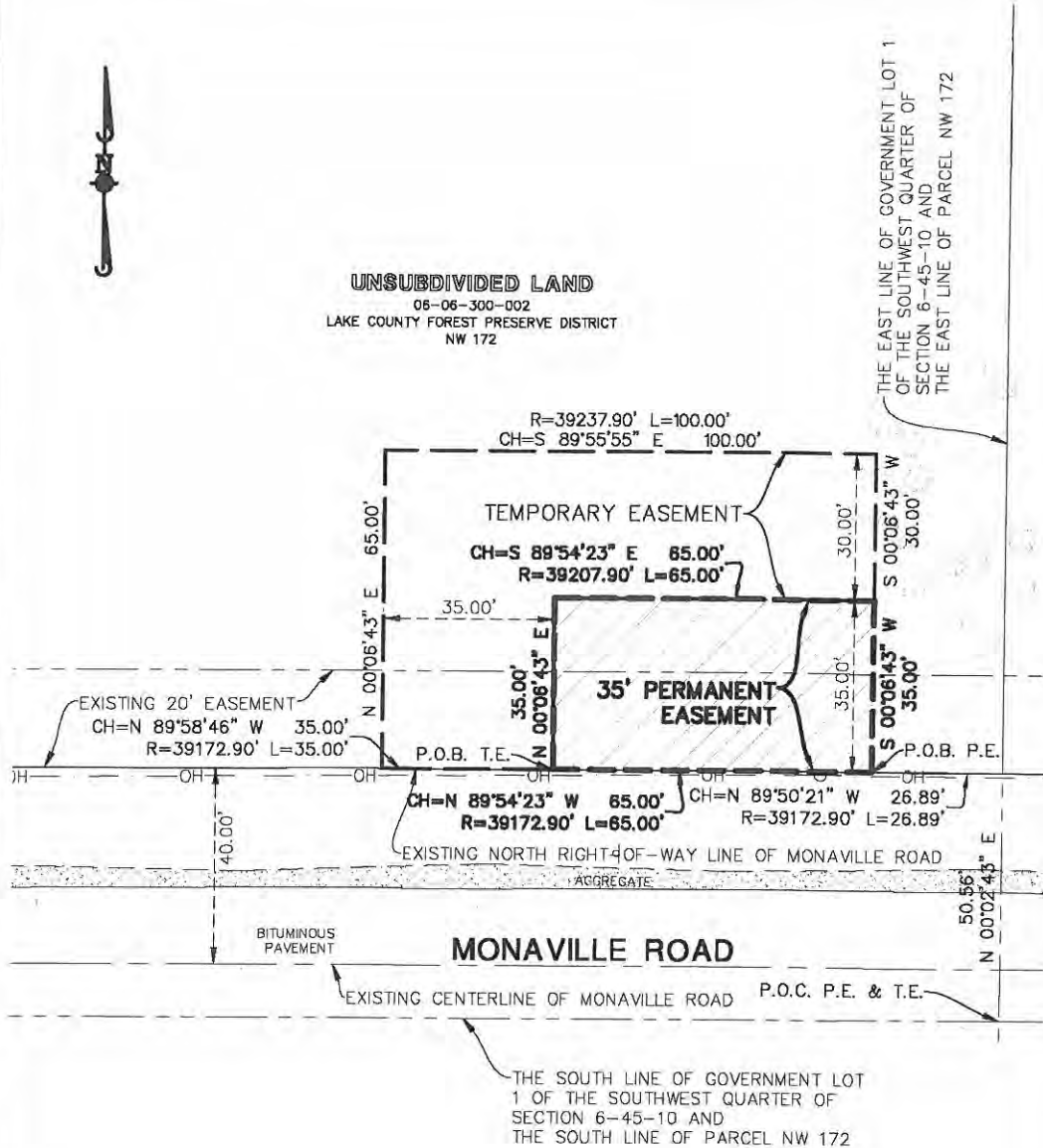
PREPARED BY:  
MANHARD CONSULTING, LTD.  
900 WOODLANDS PARKWAY  
VERNON HILLS, ILLINOIS, 60061  
PHONE: 847.634.5550  
[WWW.MANHARD.COM](http://WWW.MANHARD.COM)

APRIL 25, 2016

P:\Cdmlc\Documents\Surveying\Easement Acquisition\Northwest Route\Northwest Route Parcels\WW 172\CDMLC-NW 172-TE Legal Description.docx



UNSUBDIVIDED LAND  
 06-06-300-002  
 LAKE COUNTY FOREST PRESERVE DISTRICT  
 NW 172



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**Manhard**  
 CONSULTING LTD.

800 Woodlands Parkway, Vernon Hills, IL 60061 tel: (847) 834 5550 fax: (847) 834 0065 www.manhard.com  
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

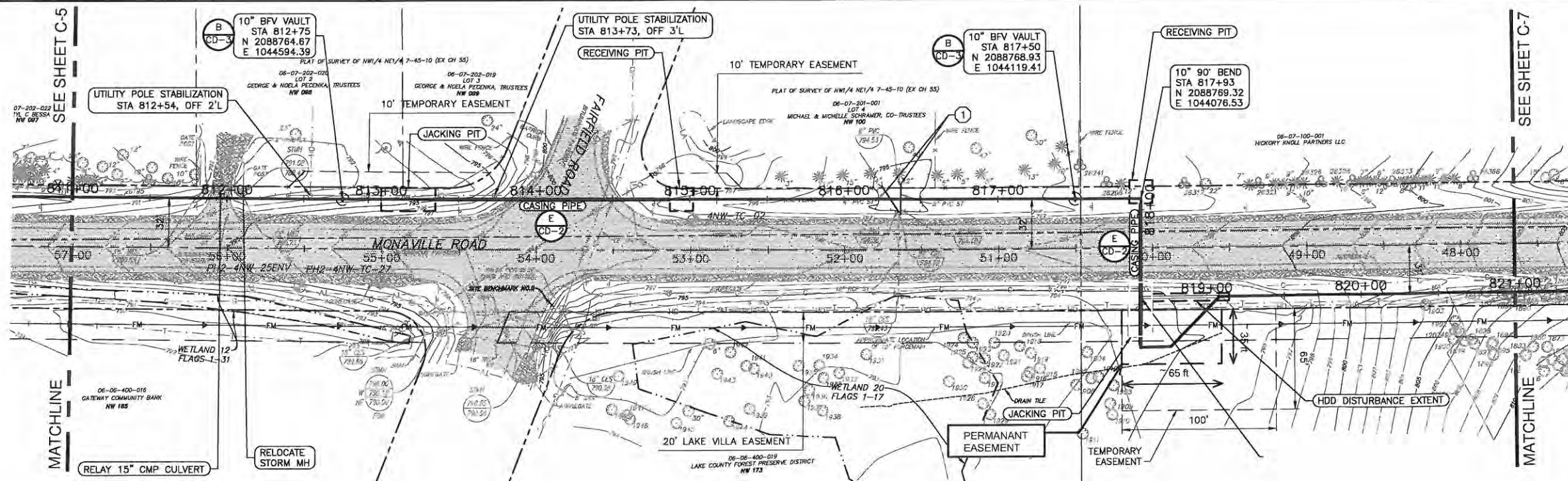
CLCJAWA - NORTHWEST PIPELINE	
EASEMENT EXHIBIT	
PARCEL NW 172	
PROJ. MGR.: <b>JDB</b>	SHEET
DRAWN BY: <b>JD</b>	<b>EXHIBIT B</b>
DATE: <b>4/25/16</b>	<b>CDMLC 140065</b>
SCALE: <b>1"=30'</b>	

Dwg Name: P:\Cmic\Documents\Surveying\Easement Acquisition\Northwest Route\Northwest Route Parcels NW 172\CDMLC-NW172-EXHIBIT.dwg Updated By: J.Dunham

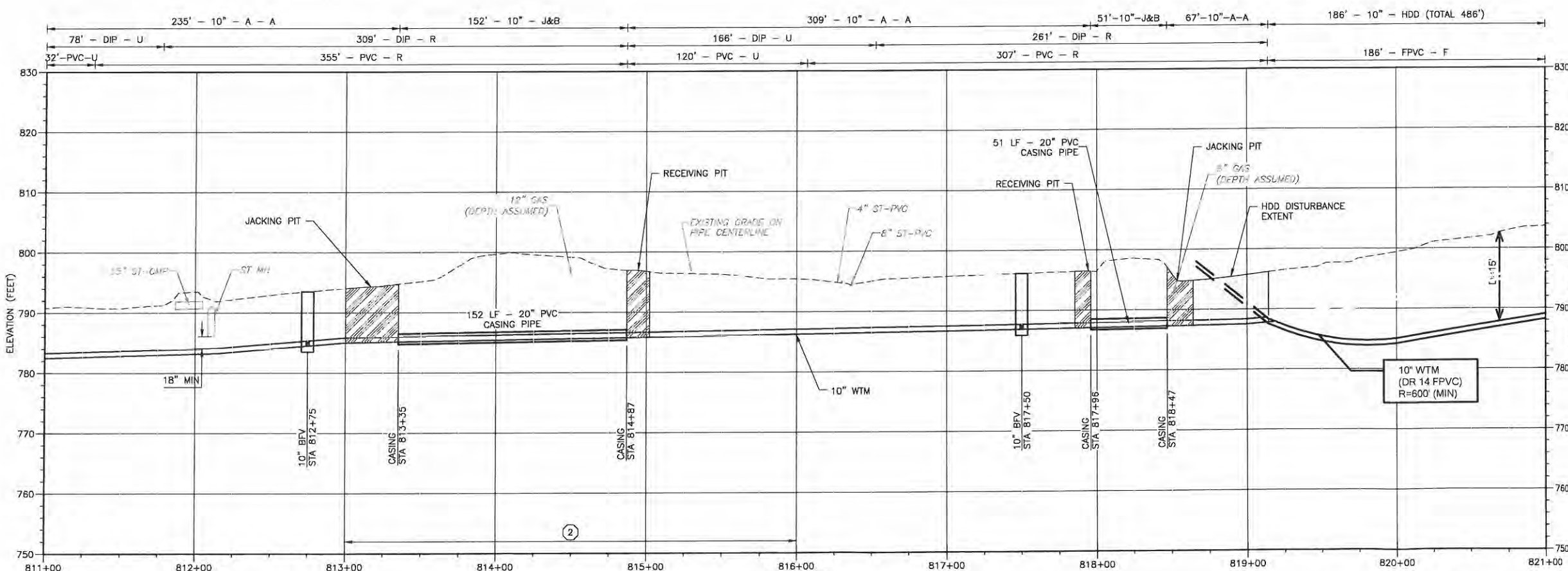
**EXHIBIT B**  
**PLANS**



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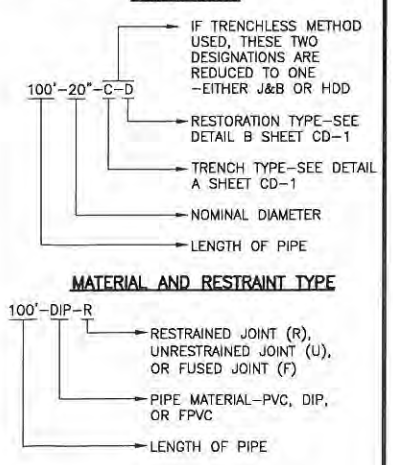


**PLAN**  
1" = 40'



**PROFILE**  
HORIZONTAL: 1" = 40'  
VERTICAL: 1" = 10'

**WATER TRANSMISSION MAIN DESIGNATIONS INSTALLATION**



- KEYED NOTES:**
- SEWER REPLACEMENT, SEE SHEET NO. CD-2, DETAIL D.
  - EXCAVATED MATERIAL SHALL BE DISPOSED OF AT A SUBTITLE D LANDFILL. SEE SECTION 02316.
  - SEE SHEET NO. CD-2, DETAIL A.

- HDD NOTES:**
- SEE HDD NOTES ON SHEET C-1. REVIEW AND COMPLY WITH NOTES BEFORE STARTING DRILLING OPERATION.

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JJD/RCD/TAB  
 DRAWN BY: PCC  
 SHEET CHK'D BY: \_\_\_\_\_  
 CROSS CHK'D BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: OCT 2015

**CDM Smith**  
 Applied Technologies  
 Engineers-Architects

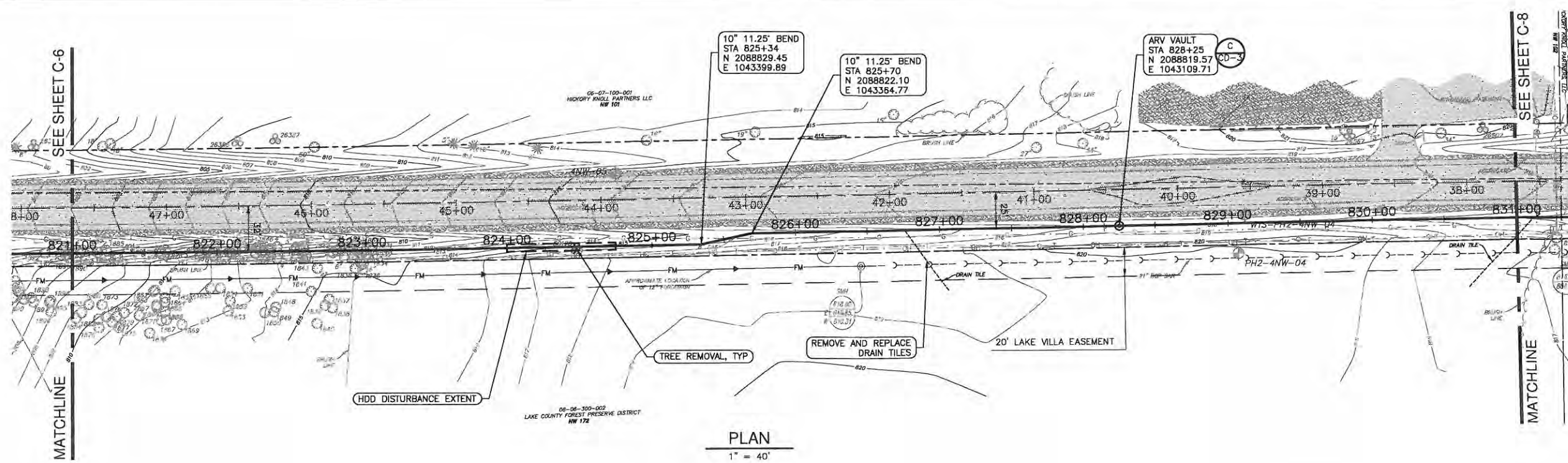
125 South Wacker Drive, Suite 600  
 Chicago, IL 60606  
 Tel: (312) 346-5000  
 IL GDA No. 184-001297

CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY  
 NORTH GROUP WATER SYSTEM EXPANSION  
 NORTHWEST PIPELINE - BID PACKAGE NO. 4

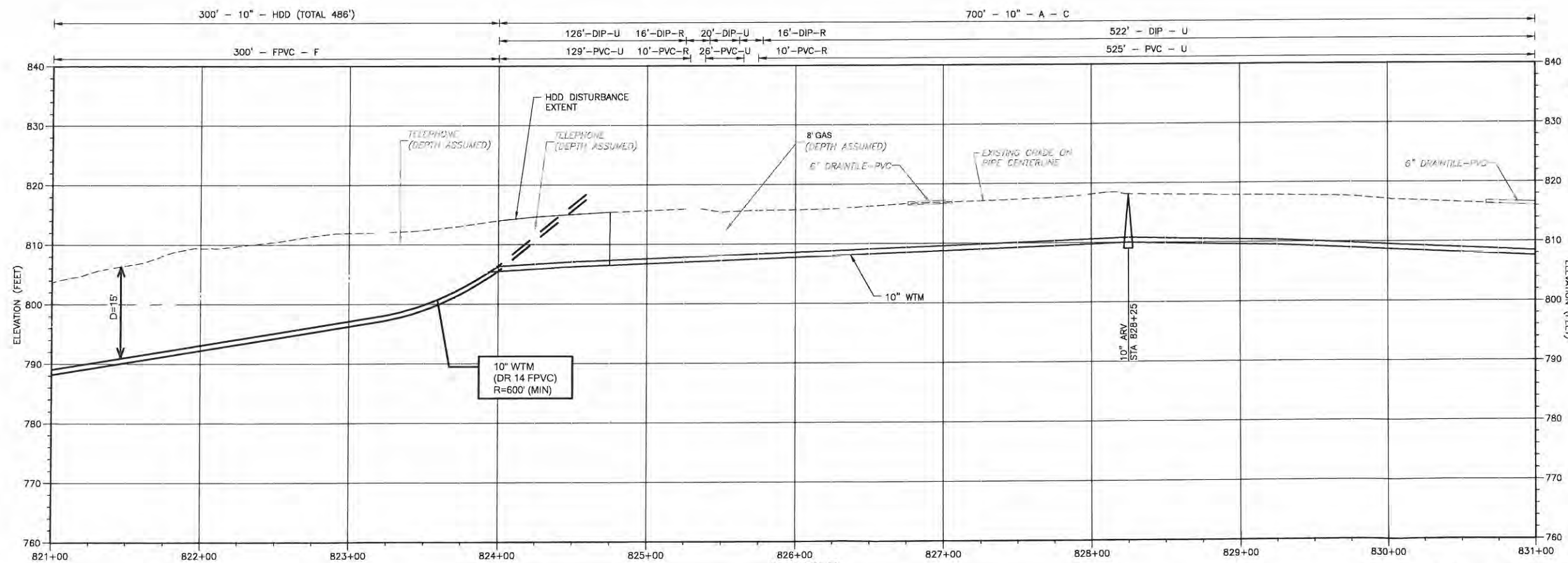
**10" WATER TRANSMISSION MAIN  
 MONAVILLE ROAD - PLAN AND PROFILE  
 STA 811+00 TO STA 821+00**

PROJECT NO. 5353/5561  
 FILE NAME: C06NW4PP.DWG  
 SHEET NO. C-6

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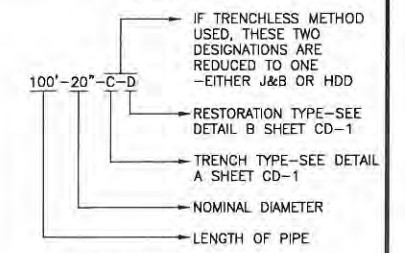


PLAN  
1" = 40'

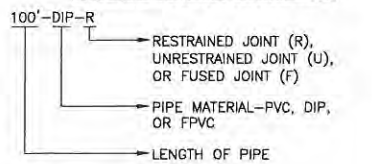


PROFILE  
HORIZONTAL: 1" = 40'  
VERTICAL: 1" = 10'

**WATER TRANSMISSION MAIN DESIGNATIONS  
INSTALLATION**



**MATERIAL AND RESTRAINT TYPE**



HDD NOTES:  
1. SEE HDD NOTES ON SHEET C-1, REVIEW AND COMPLY WITH NOTES BEFORE STARTING DRILLING OPERATION



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JJD/RCD/TAB  
DRAWN BY: PCG  
SHEET CHK'D BY:  
CROSS CHK'D BY:  
APPROVED BY:  
DATE: OCT 2015

**CDM Smith**  
125 South Wacker Drive, Suite 600  
Chicago, IL 60606  
Tel: (312) 346-5000  
IL COA No. 184-001297

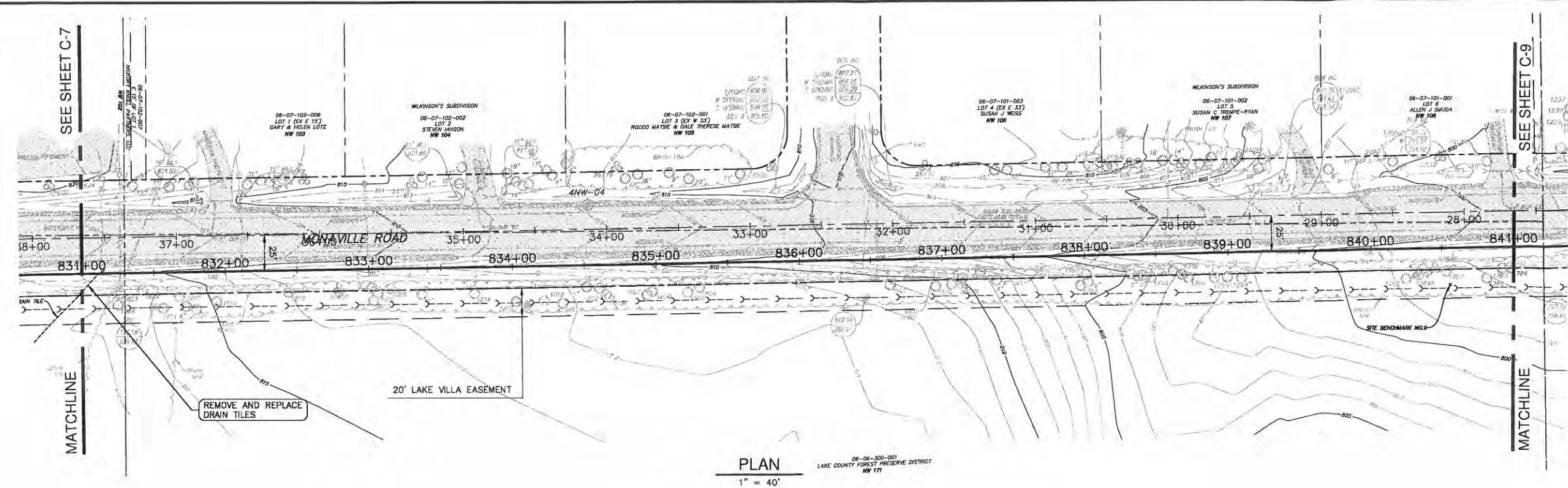
**Applied Technologies**  
Engineers-Architects

CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY  
NORTH GROUP WATER SYSTEM EXPANSION  
NORTHWEST PIPELINE - BID PACKAGE NO. 4

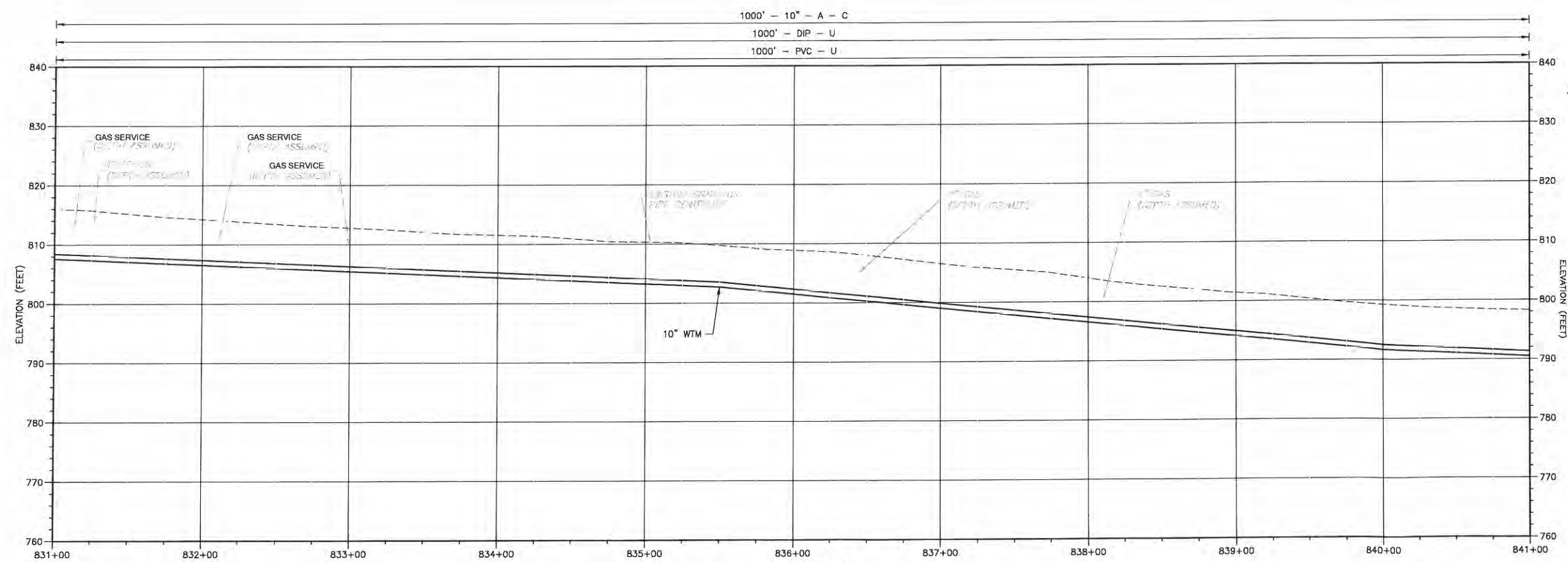
10" WATER TRANSMISSION MAIN  
MONAVILLE ROAD - PLAN AND PROFILE  
STA 821+00 TO STA 831+00

PROJECT NO. 5353/5561  
FILE NAME: C007NW4APP.DWG  
SHEET NO.  
C-7

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**PLAN**  
1" = 40'



**PROFILE**  
HORIZONTAL: 1" = 40'  
VERTICAL: 1" = 10'

- WATER TRANSMISSION MAIN DESIGNATIONS**
- INSTALLATION**
- 100'-20"-C-D
  - IF TRENCHLESS METHOD USED, THESE TWO DESIGNATIONS ARE REDUCED TO ONE - EITHER J&B OR HDD
  - RESTORATION TYPE-SEE DETAIL B SHEET CD-1
  - TRENCH TYPE-SEE DETAIL A SHEET CD-1
  - NOMINAL DIAMETER
  - LENGTH OF PIPE
- MATERIAL AND RESTRAINT TYPE**
- 100'-DIP-R
  - RESTRAINED JOINT (R), UNRESTRAINED JOINT (U), OR FUSED JOINT (F)
  - PIPE MATERIAL-PVC, DIP, OR FPVC
  - LENGTH OF PIPE

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JJD/RCD/TAB  
 DRAWN BY: PCG  
 SHEET CHK'D BY: \_\_\_\_\_  
 CROSS CHK'D BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: OCT 2015

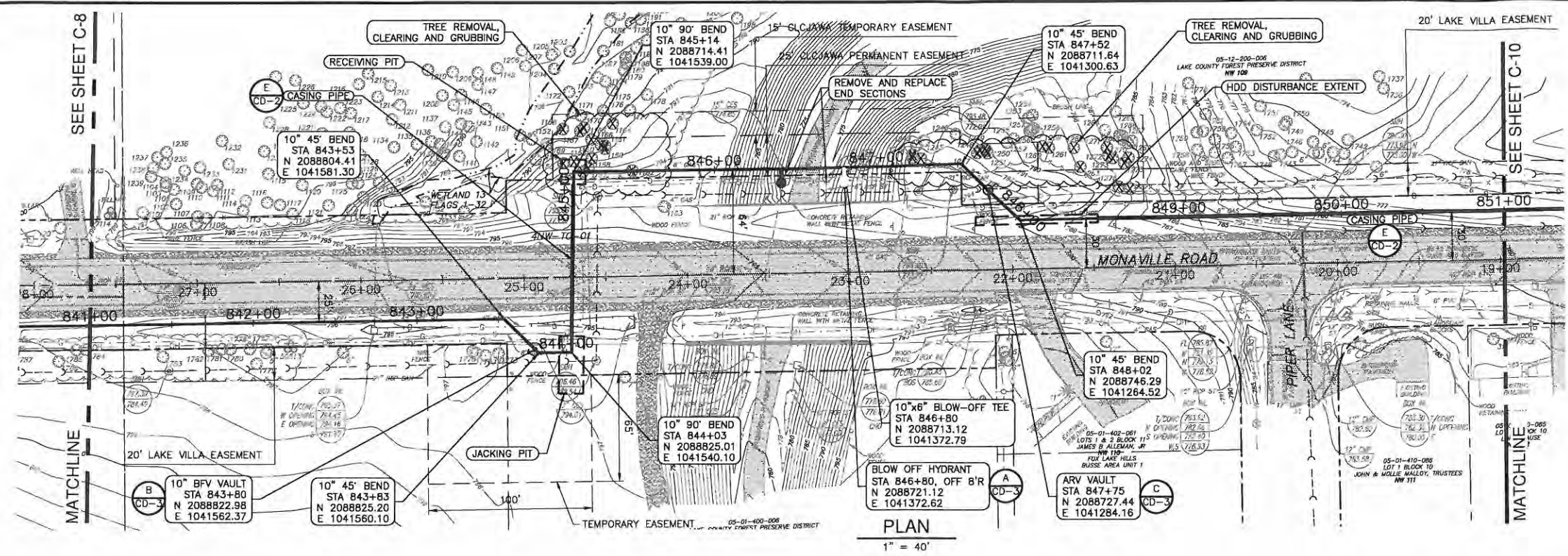


CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY  
 NORTH GROUP WATER SYSTEM EXPANSION  
 NORTHWEST PIPELINE - BID PACKAGE NO. 4

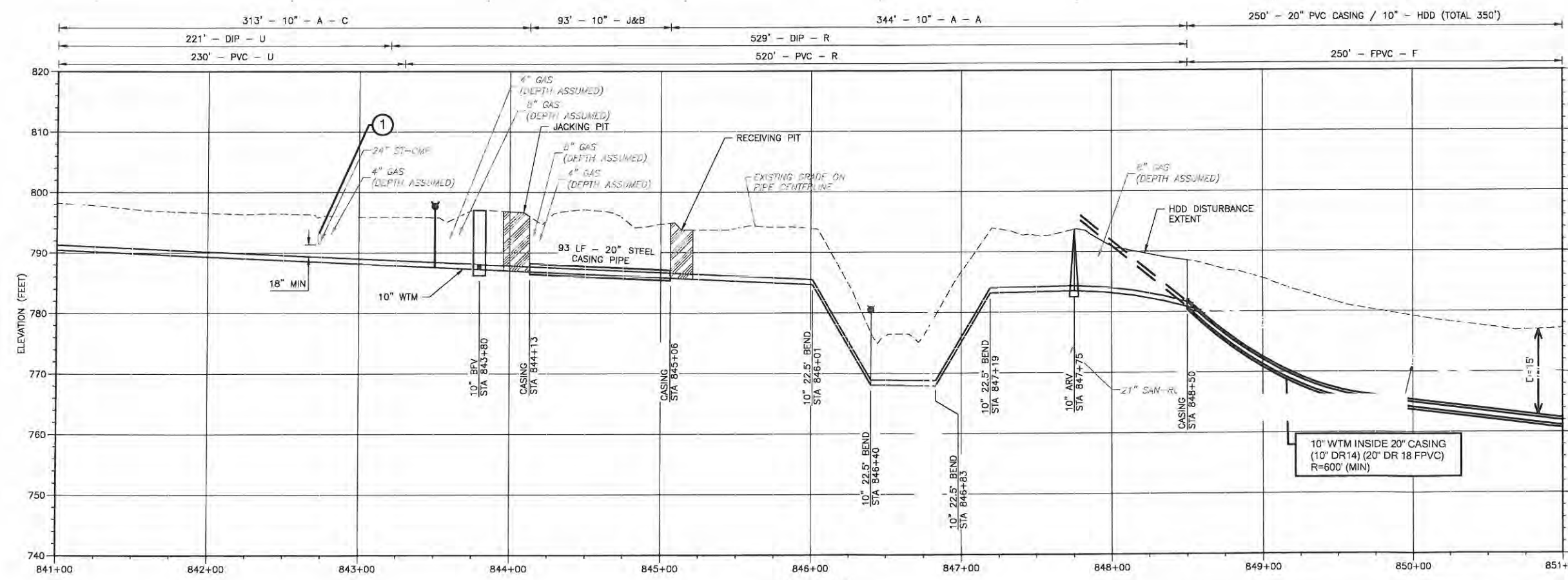
10" WATER TRANSMISSION MAIN  
 MONAVILLE ROAD - PLAN AND PROFILE  
 STA 831+00 TO STA 841+00

PROJECT NO. 5353/5561  
 FILE NAME: C008NW4PP.DWG  
 SHEET NO. C-8

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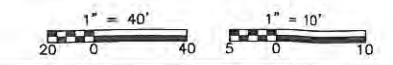


- HDD NOTES:**
- SEE HDD NOTES ON SHEET C-1. REVIEW AND COMPLY WITH NOTES BEFORE STARTING DRILLING OPERATION.
- KEYED NOTES:**
- SEE SHEET NO. CD-2, DETAIL A.



- WATER TRANSMISSION MAIN DESIGNATIONS**
- INSTALLATION**
- IF TRENCHLESS METHOD USED, THESE TWO DESIGNATIONS ARE REDUCED TO ONE - EITHER J&B OR HDD
  - RESTORATION TYPE-SEE DETAIL B SHEET CD-1
  - TRENCH TYPE-SEE DETAIL A SHEET CD-1
  - NOMINAL DIAMETER
  - LENGTH OF PIPE
- MATERIAL AND RESTRAINT TYPE**
- RESTRAINED JOINT (R), UNRESTRAINED JOINT (U), OR FUSED JOINT (F)
  - PIPE MATERIAL-PVC, DIP, OR FPVC
  - LENGTH OF PIPE

**PROFILE**  
HORIZONTAL: 1" = 40'  
VERTICAL: 1" = 10'



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JJD/RCD/TAB  
DRAWN BY: PCG  
SHEET CHK'D BY: \_\_\_\_\_  
CROSS CHK'D BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: OCT 2015

**CDM Smith**  
125 South Wacker Drive, Suite 600  
Chicago, IL 60606  
Tel: (312) 348-5000  
IL COA No. 184-001297

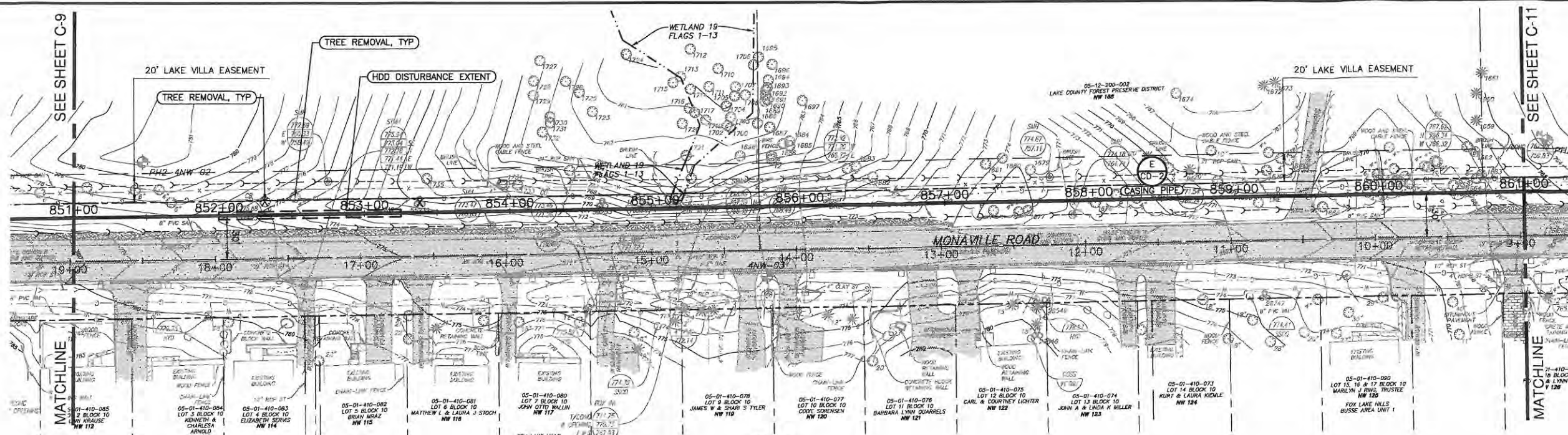
**Applied Technologies**  
Engineers-Architects

CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY  
NORTH GROUP WATER SYSTEM EXPANSION  
NORTHWEST PIPELINE - BID PACKAGE NO. 4

**10" WATER TRANSMISSION MAIN**  
MONAVILLE ROAD - PLAN AND PROFILE  
STA 841+00 TO STA 851+00

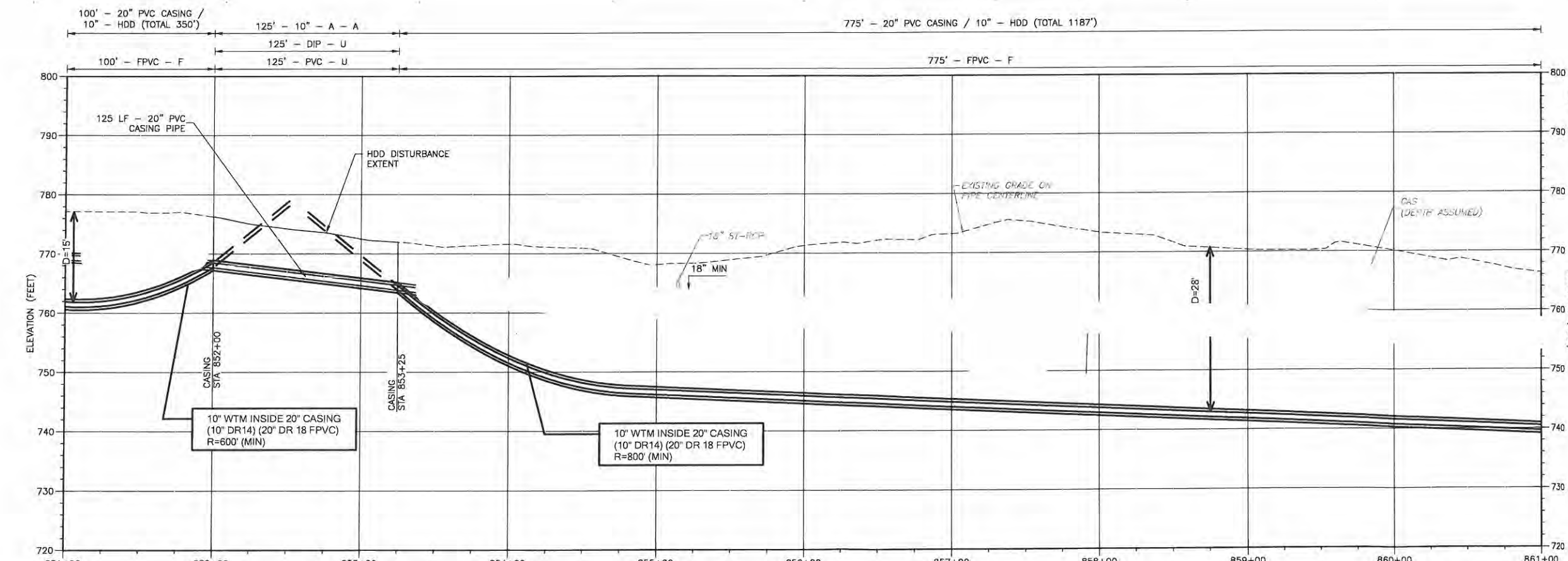
PROJECT NO. 5353/5561  
FILE NAME: C009NW4PP.DWG  
SHEET NO. C-9

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**PLAN**  
1" = 40'

**HDD NOTES:**  
1. SEE HDD NOTES ON SHEET C-1. REVIEW AND COMPLY WITH NOTES BEFORE STARTING DRILLING OPERATION



**PROFILE**  
HORIZONTAL: 1" = 40'  
VERTICAL: 1" = 10'

**WATER TRANSMISSION MAIN DESIGNATIONS**

**INSTALLATION**

- IF TRENCHLESS METHOD USED, THESE TWO DESIGNATIONS ARE REDUCED TO ONE - EITHER J&B OR HDD
- RESTORATION TYPE-SEE DETAIL B SHEET CD-1
- TRENCH TYPE-SEE DETAIL A SHEET CD-1
- NOMINAL DIAMETER
- LENGTH OF PIPE

**MATERIAL AND RESTRAINT TYPE**

- RESTRAINED JOINT (R), UNRESTRAINED JOINT (U), OR FUSED JOINT (F)
- PIPE MATERIAL-PVC, DIP, OR FPVC
- LENGTH OF PIPE

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JJD/RCD/TAB  
DRAWN BY: PCG  
SHEET CHK'D BY:  
CROSS CHK'D BY:  
APPROVED BY:  
DATE: OCT 2015

**CDM Smith**  
125 South Wacker Drive, Suite 600  
Chicago, IL 60606  
Tel: (312) 348-5000  
IL COA No. 184-001297

**Applied Technologies**  
Engineers - Architects

CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY  
NORTH GROUP WATER SYSTEM EXPANSION  
NORTHWEST PIPELINE - BID PACKAGE NO. 4

10" WATER TRANSMISSION MAIN  
MONAVILLE ROAD - PLAN AND PROFILE  
STA 851+00 TO STA 861+00

PROJECT NO. 5353/5561  
FILE NAME: C010NW4PP.DWG  
SHEET NO. C-10



**EXHIBIT C**  
**RESTORATION PLAN**