



# Lake County Forest Preserves

General Offices  
1899 West Winchester Road  
Libertyville, Illinois 60048  
847-367-6640 • Fax: 847-367-6649  
www.LCFPD.org

**DATE:** August 2, 2021

**MEMO TO:** Terry Wilke, Chair  
Planning Committee

**Agenda Item#** 10.4

**FROM:** Randall L. Seebach  
Director of Planning and Land Preservation

**RECOMMENDATION:** Recommend approval of a Resolution approving an Easement Agreement with the County of Lake (County) for County Storm Sewer Improvements and Construction of Permanent District Improvements at Cuba Marsh Forest Preserve.

**STRATEGIC DIRECTION SUPPORTED:** Public Access and Connections; Leadership

**FINANCIAL DATA:** All easement fees and other fees and costs otherwise payable to the District pursuant to its License and Easement Ordinance would be waived because of the project benefits provided to the District.

**BACKGROUND:** The County, through its Division of Transportation (LCDOT), is in the process of preparing pre-final design plans for future improvements to and near the intersection of Ela and Long Grove Roads. Improvements include widening the intersection to accommodate safety and capacity issues and installing a left turn lane, pedestrian crosswalks, a bike lane and a shared use path (New Shared Use Path) with a direct connection to the existing trail at Cuba Marsh Forest Preserve (Cuba Marsh Trail).

As part of the improvements, LCDOT is requesting (i) approximately 0.04 acres of permanent easements for the installation and long term maintenance and replacement of six storm sewer pipe end sections (ii) approximately 0.60 acres of temporary construction easements for construction activity (including the installation of the storm sewers and the Cuba Marsh Improvements defined below). At the District's request, in exchange for the easements, the County will require its contractor to (i) grade and install vegetated swales within a portion of Cuba Marsh to divert and clean storm water before it enters existing wetlands located within Cuba Marsh, (ii) remove invasive vegetation and install native plants and seeds within the same portion of Cuba Marsh, and (iii) connect the County's New Shared Use Path to the existing Cuba Marsh Trail, improving access to the District's existing trail system (Cuba Marsh Improvements).

In exchange for the County's agreement to cause the Cuba Marsh Improvements to be made, and because of the improved access the County's New Shared Use path will provide to the District's existing trails, staff recommends that the District waive all fees that the County would otherwise be required to pay to the District, including the temporary and permanent easement fees, pursuant to the District's License and Easement Ordinance.

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

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF LAKE     )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR AUGUST MEETING  
AUGUST 10, 2021**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “A Resolution approving an Easement Agreement with the County of Lake for County Storm Sewer Improvements and Construction of Permanent District Improvements at Cuba Marsh Forest Preserve,” and requests its approval.

**PLANNING COMMITTEE:**

Date: 8-2-2021    Roll Call Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
                                   Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH  
THE COUNTY OF LAKE FOR COUNTY STORM SEWER IMPROVEMENTS AND  
CONSTRUCTION OF PERMANENT DISTRICT IMPROVEMENTS  
AT CUBA MARSH FOREST PRESERVE**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) owns certain parcels of land within Cuba Marsh Forest Preserve (the “Property”) located northwest of the intersection of Cuba and Long Grove Roads in Ela Township; and

**WHEREAS**, the County of Lake (the “County”) has proposed public transportation improvements to and near the intersection of Ela and Long Grove Roads (the “Project”); and

**WHEREAS**, the County, acting through its Division of Transportation (“LCDOT”), has requested that the District grant to the County permanent non-exclusive easements and temporary non-exclusive easements within the Property for the installation and long term maintenance and replacement of six storm sewer pipe end sections, which are part of the Project and are public transportation improvements (the “Easements”); and

**WHEREAS**, the Project also includes a shared use path (the “New Shared Use Path”) that will have a direct connection to the District’s existing trail at Cuba Marsh Forest Preserve (the “Cuba Marsh Trail”); and

**WHEREAS**, at the District’s request, and as part of the Project, LCDOT has agreed to cause its contractor to (i) grade and install vegetated swales within a portion of Cuba Marsh to divert and clean storm water before it enters existing wetlands located within Cuba Marsh, (ii) remove invasive vegetation and install native plants and seeds within the same portion of Cuba Marsh, and (iii) connect the County’s New Shared Use Path to the District’s existing Cuba Marsh Trail, improving access to the District’s existing trail system, all in accordance with plans approved by the District (the “Cuba Marsh Improvements”); 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, including public transportation improvements; and

**WHEREAS**, the District has adopted an Ordinance Regarding Licenses and Easements (the “License and Easement Ordinance”) which sets forth the general requirements for granting easements; and

**WHEREAS**, because of the consideration provided to the District by the Cuba Marsh Improvements, it is appropriate for the District to waive all fees and costs related to the Easements that the County otherwise would be required to pay to the District pursuant to the License and Easement Ordinance; and

**WHEREAS**, the District staff has negotiated an easement agreement with LCDOT in the form attached hereto, pursuant to which the District will grant the Easements to the County and the County will cause the Cuba Marsh Improvements to be completed (the "Easement Agreement");

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

**Section 1: Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2: Approval of Easement Agreement.** The Easement Agreement is hereby approved in substantially the form attached hereto. The President, Secretary, and Executive Director of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the Easement Agreement in substantially the form attached hereto. In the event that any provision of the Easement Agreement conflicts with the License and Easement Ordinance, the conflicting provision of the License and Easement Ordinance is hereby waived.

**Section 3: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2021

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

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  
County of Lake**

This Easement Agreement (this "Agreement") is dated and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (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 County of Lake, a body politic and corporate, organized and existing under the Illinois Counties Code, 55 ILCS 5/1-1001, et seq. (the "County"). In consideration of the provisions below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

1. Background.

A. Culverts. The District holds fee simple title to property commonly known as Cuba Marsh Forest Preserve in Lake County, Illinois (the "Subject Property"). The County desires to make certain public highway improvements to, and that benefit and serve, Ela Road and Long Grove Road (the "Highway Improvements"). Portions of such roads run generally along the borders of the Subject Property. In conjunction with the Highway Improvements, the County desires to (a) install, operate, maintain, repair, and replace six storm sewer pipe end sections necessary for the conveyance of stormwater runoff from the Highway Improvements (collectively, the "Culverts") under property that will include the Ela Road right of way and the portion of the Subject Property legally described in Exhibit A-1 attached hereto and depicted on Exhibit B attached hereto as the "Permanent Easement Premises," and (b) temporarily enter and use, for the limited purpose of initially constructing and installing the Culverts, the portion of the Subject Property legally described on Exhibit A-2 attached hereto and depicted on Exhibit B 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 Culverts within the Easement Premises is the "Culvert Work").

B. District Improvements. As consideration for the District granting the Easements (defined in Section 2 below), the District desires that the County perform certain improvements to the Subject Property, including (a) removing existing invasive tree, shrub, and plant species within a portion of the Subject Property, (b) grading and installing stone cobbles and field stone boulders on portions of the Subject Property adjacent to the Permanent Easement Premises to accommodate the creation of vegetative swales to divert and clean storm water before it enters wetlands within the Subject Property Marsh, (c) planting native plant species and installing native plant seeds within portions of the Subject Property, including the vegetative swales, (d) removing and re-constructing a trail segment on the Subject Property so that the District's trail aligns with a new trail segment being constructed within the County highway right of way as part of the Highway Improvements, and (e) making the other improvements depicted in the Plans (defined below) (collectively, the "District Improvements") (collectively, the construction and installation of the District Improvements is the "District Improvement Work" and the Culvert Work and the District Improvement Work 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, 2014, and amended from time to time (the "License and Easement Ordinance"), the District hereby grants to the County, 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 initially constructing and installing the Culverts (the "Temporary Easement") and (b) a non-exclusive permanent easement in, on, over, and under the Permanent Easement Premises for the sole purposes of installing, operating, maintaining, repairing, and replacing the Culverts (the "Permanent Easement") (collectively, the Temporary Easement and the Permanent Easement are the "Easements").

3. Terms of Easements. The Easements shall be effective on the Effective Date. The term of the Temporary Easement shall expire on the later of (i) the date that the Contractor (defined in Section 4.A below) completes the construction and installation of the Work and (ii) the expiration of any warranty period, cure period, or similar time period provided for in the Construction Contract (defined in Section 4.A below). The term of the Permanent Easement shall be perpetual.

4. Performance of the Work.

A. Construction Contract Requirements. With respect to the Work, all of which is being performed on District property, the County shall (i) obtain all permits and approvals for the Work required by all applicable laws (the "Requirements of Law") and (ii) cause the Work to be completed pursuant to, and in accordance with, one or more contracts (collectively, the "Construction Contract") between the County and a general contractor (the "Contractor"), in a form approved by the District's Executive Director (which approval will not be unreasonably withheld or delayed). The parties acknowledge that the Construction Contract must be based on forms acceptable to the Illinois Department of Transportation. The Construction Contract shall:

- (a) require that the Work be completed (i) in a good and workmanlike manner, at no cost and expense to the District, (ii) in accordance with the engineering plans that are identified in the cover sheet for such plans, which is attached to this Agreement as Exhibit C (the "Plans"), and (iii) in accordance with Requirements of Law, including without limitation (A) with respect to the Culvert Work, the License and Easement Ordinance and (B) all Requirements of Law that prohibit, restrict, or regulate any hazardous materials,
- (b) require the Contractor to pay prevailing wages in accordance with the Prevailing Wage Act,

- (c) require the Contractor to obtain and maintain sureties in accordance with the Public Construction Bond Act, including without limitation a performance bond or letter of credit in a penal sum not less than the contract price of the Construction Contract, guaranteeing completion of the Work in accordance with the provisions of the Construction Contract, 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"); however, the Performance Security or any component of it (e.g., a performance bond) may be for the benefit of both the County and the District, and the Construction Contract will not require the Contractor to obtain two bonds for the same portion of the Work may be a single bond
- (d) require the Contractor to indemnify the District against any claims arising from the Contractor's negligence, which form of indemnification will be subject to the review and approval of the District's Executive Director (which approval will not be unreasonably withheld or delayed),
- (e) satisfy the insurance requirements of Section 10 of this Agreement,
- (f) provide that the District Improvement Work will not be complete or accepted unless and until the District has inspected the District Improvement Work and the District's Executive Director has determined in writing that the District Improvement Work complies with the Contract, including without limitation the Plans (which approval will not be unreasonably withheld or delayed) (the "District Acceptance"),
- (g) provide for the Contractor's warranty that, for a period of not less than one year after the District Acceptance, the Work will be free from defects and flaws in design, workmanship, and materials and shall conform to the requirements of the Construction Contract, and
- (g) grant the District, as a third-party beneficiary, the right to enforce the provisions of the Construction Contract that are required in this Section, including the right to invoke the Performance Security with respect to the District Improvements.

Prior to performing any Work, the County shall provide to the District copies of the executed Construction Contract and Performance Security. As stated above, the Construction Contract may be comprised of more than one contract, including one or more contract that allows initial clearing other preliminary Work. The County shall not self-perform the Work or any part of it.

B. Changed Work. If, with respect to any Work (including Work performed after the Initial Work), the County or the Contractor desires to perform Work that deviates from the Work as depicted in the Plans (the "Changed Work"), they 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.

C. License Granted to Contractor. The District hereby grants to the Contractor a license to allow the Contractor to enter the Subject Property to complete the District Improvement Work. Such license will be effective, only after the County provides to the District copies of the executed Construction Contract.

## 5. Maintenance of Easement Premises.

A. Easement Premises. At all times, the County shall maintain the Easement Premises in a safe, good, and clean condition.

B. Other District Property. In addition to its obligations under Section 6, the County shall promptly clean all mud, dirt, or debris deposited by the County or any agent of or contractor hired by, or on behalf of, the County, on any property owned by the District, and shall repair any damage to any property owned by the District caused by the activities of the County or any agent of or contractor hired by, or on behalf of, the County, in connection with the Work. If the County 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 the County notice thereof, then the District may, but will not be obligated to, cause the affected property to be cleaned or repaired and the County 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 reasonably 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) the County 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 Work, the County shall, at no cost to the District, restore the Easement Premises in accordance with the Plans.

B. Upon Termination of Easements. Upon the agreed termination of the Easements, the County 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 Plans, and (iii) thereafter, vacate the Easement Premises. If the County 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 the County 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 the County's use of the Easement Premises. The County shall perform the Work so that it does not unreasonably interfere with the District's reserved rights.

8. No Assessments and Liens. The County 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. Indemnity. The County 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 Culverts, the Easements, or the use of the Easement Premises or Subject Property by the County or (b) the County'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 County's breach of this Agreement, negligence, willful misconduct, or any other standard of conduct and whether or not such Indemnified Claim is covered by the Insurance required in Section 10 below; however, this indemnity shall not apply to



the extent any Indemnified Claims are caused by the willful misconduct or negligence of the District or are subject to indemnity of the District by the Contractor as provided in paragraph 4(A)(d) above.

10. Insurance. At all times while any Work is being performed, the County 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 the Contractor or its subcontractors or agents pursuant to this Agreement. The policies, coverages, limits, and insurers that issue them are subject to the District's approval, in its sole discretion. The County 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. Easement Fee. The County will not be required to pay or reimburse to the District any monetary Fee, tree compensation fee, out-of-pocket costs, staff costs, or legal costs that would otherwise be payable to the District under the License and Easement Ordinance.

12. 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 Easement Premises, and shall be binding upon and inure to the benefit of the District and the County 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 the County, the County shall, at no cost to the District, record this Agreement against the Easement Premises with the office of the Recorder of Deeds of Lake County, Illinois.

13. 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 (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, 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:

Burke, Warren, MacKay & Serritella, P.C.  
330 N. Wabash Street, 21<sup>st</sup> Floor  
Chicago, IL 60611  
Attention: Mathew E. Norton

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

Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, IL 60048  
Attention: County Engineer

With a Copy to:

Lake County State's Attorney  
18 N. County Street  
Waukegan, IL 60085  
Attention: Civil Division

Nothing in this Section will be deemed to invalidate a notice actually received by a party, include a notice actually received, but given by a means other than as provided in this Section.

14. 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 County 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 the County 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.

[Signature page follows]

Attest:

**Lake County Forest Preserve District**

By: \_\_\_\_\_  
Julie Gragnani, Secretary

By: \_\_\_\_\_  
Angelo D. Kyle, President

**Recommended for Execution**

\_\_\_\_\_  
County Engineer / Director of Transportation  
Lake County

Attest:

**County of Lake**

By: \_\_\_\_\_  
Robin M. O'Connor, Clerk  
Lake County

By: \_\_\_\_\_  
Sandy Hart, Chair  
Lake County Board

Acknowledgments

State of Illinois        )  
                                  ) SS  
County of Lake         )

On \_\_\_\_\_, 2021, this instrument was acknowledged and executed before me by Angelo D. Kyle, President of the **Lake County Forest Preserve District**, a body politic and corporate, and attested to by Julie Gagnani, Board Secretary, of said District.

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

Seal

My Commission expires:

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State of Illinois        )  
                                  ) SS  
County of Lake         )

On \_\_\_\_\_, 2021, this instrument was acknowledged and executed before me by Sandy Hart, Board Chair of the **County of Lake**, a body politic and corporate, and attested to by Robin M. O'Connor, Clerk of said County.

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

Seal

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

**Exhibit A-1**

**Legal Description of Permanent Easement Premises**

Route: Ela Rd and Long Grove Rd  
Section:  
County: Lake  
Job No.:  
Parcel: 0007PE-A  
Stations: 27+85.00 to 28+15.00  
P.I.N.: 14-31-200-002

**PARCEL DESCRIPTION**

That part of the South Half of the Northeast Quarter of Section 31, Township 43 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.99994510, described as follows:

Commencing at the intersection of the south line of said Northeast Quarter with the west line of Ela Road per Plat of Survey recorded March 19, 1986 as document 2427843; thence North 00 degrees 14 minutes 17 seconds East along said west line, 146.03 feet to the Point of Beginning; thence North 89 degrees 45 minutes 26 seconds West, 23.91 feet; thence North 00 degrees 14 minutes 34 seconds East, 30.00 feet; thence South 89 degrees 45 minutes 26 seconds East, 23.91 feet to said west line of Ela Road; thence South 00 degrees 14 minutes 17 seconds West along said west line, 30.00 feet to the Point of Beginning.

Said parcel containing 0.016 acres, more or less.

Route: Ela Rd and Long Grove Rd  
Section:  
County: Lake  
Job No.:  
Parcel: 0007PE-B  
Stallions: 32+75.00 to 33+10.00  
P.I.N.: 14-31-200-002

**PARCEL DESCRIPTION**

That part of the South Half of the Northeast Quarter of Section 31, Township 43 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.99994510, described as follows:

Commencing at the intersection of the south line of said Northeast Quarter with the west line of Ela Road per Plat of Survey recorded March 19, 1986 as document 2427843; thence North 00 degrees 14 minutes 17 seconds East along said west line, 636.03 feet to the Point of Beginning; thence North 89 degrees 45 minutes 26 seconds West, 13.12 feet; thence North 00 degrees 14 minutes 34 seconds East, 35.00 feet; thence South 89 degrees 45 minutes 26 seconds East, 13.12 feet to said west line of Ela Road; thence South 00 degrees 14 minutes 17 seconds West along said west line, 35.00 feet to the Point of Beginning.

Said parcel containing 0.011 acres, more or less.

Route: Ela Rd and Long Grove Rd  
Section:  
County: Lake  
Job No.:  
Parcel: 0007PE-C  
Stallions: 33+55.00 to 33+75.00  
P.I.N.: 14-31-200-002

**PARCEL DESCRIPTION**

That part of the South Half of the Northeast Quarter of Section 31, Township 43 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.99994510, described as follows:

Commencing at the intersection of the south line of said Northeast Quarter with the west line of Ela Road per Plat of Survey recorded March 19, 1986 as document 2427843; thence North 00 degrees 14 minutes 17 seconds East along said west line, 716.03 feet to the Point of Beginning; thence North 89 degrees 45 minutes 26 seconds West, 21.32 feet; thence North 00 degrees 14 minutes 34 seconds East, 20.00 feet; thence South 89 degrees 45 minutes 26 seconds East, 21.31 feet to said west line of Ela Road; thence South 00 degrees 14 minutes 17 seconds West along said west line, 20.00 feet to the Point of Beginning.

Said parcel containing 0.010 acres, or 426 square feet, more or less.

**Exhibit A-2**

**Legal Description of Temporary Easement Premises**

Route: Ela Rd and Long Grove Rd  
Section:  
County: Lake  
Job No.:  
Parcel: 0007TE-A  
Stations: 26+39.01 to 29+32.00  
P.I.N.: 14-31-200-002

**PARCEL DESCRIPTION**

That part of the South Half of the Northeast Quarter of Section 31, Township 43 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.99994510, described as follows:

Beginning at the intersection of the south line of said Northeast Quarter with the west line of Ela Road per Plat of Survey recorded March 19, 1986 as document 2427843; thence North 89 degrees 41 minutes 01 second West along said south line, 30.00 feet; thence North 00 degrees 14 minutes 17 seconds East, 25.74 feet; thence North 89 degrees 45 minutes 26 seconds West, 38.17 feet; thence North 00 degrees 14 minutes 34 seconds East, 61.50 feet; thence South 89 degrees 45 minutes 26 seconds East, 38.17 feet; thence North 00 degrees 14 minutes 17 seconds East, 43.75 feet; thence North 89 degrees 45 minutes 43 seconds West, 45.00 feet; thence North 00 degrees 14 minutes 17 seconds East, 70.00 feet; thence South 89 degrees 45 minutes 43 seconds East, 55.00 feet; thence North 00 degrees 14 minutes 17 seconds East, 92.00 feet; thence South 89 degrees 45 minutes 43 seconds East, 20.00 feet to said west line of Ela Road; thence South 00 degrees 14 minutes 17 seconds West along said south line, 117.00 feet; thence North 89 degrees 45 minutes 26 seconds West, 23.91 feet; thence South 00 degrees 14 minutes 34 seconds West, 30.00 feet; thence South 89 degrees 45 minutes 26 seconds East to said west line of Ela Road, 23.91 feet; thence South 00 degrees 14 minutes 17 seconds West along said south line, 146.03 feet to the Point of Beginning.

Said parcel containing 0.290 acres, more or less.



Route: Ela Rd and Long Grove Rd  
Section:  
County: Lake  
Job No.:  
Parcel: 0007TE-B  
Stations: 32+50.00 to 35+35.00  
P.I.N.: 14-31-200-002

#### PARCEL DESCRIPTION

That part of the South Half of the Northeast Quarter of Section 31, Township 43 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.99994510, described as follows:

Commencing at the intersection of the south line of said Northeast Quarter with the west line of Ela Road per Plat of Survey recorded March 19, 1986 as document 2427843; thence North 00 degrees 14 minutes 17 seconds East along said west line, 611.03 feet to the Point of Beginning; thence North 89 degrees 45 minutes 43 seconds West, 50.00 feet; thence North 00 degrees 14 minutes 17 seconds East, 190.00 feet; thence South 89 degrees 45 minutes 43 seconds East, 30.00 feet; thence North 00 degrees 14 minutes 17 seconds East, 95.00 feet; thence South 89 degrees 45 minutes 43 seconds East, 30.00 feet to said west line of Ela Road; thence South 00 degrees 14 minutes 17 seconds West along said west line, 160.00 feet; thence North 89 degrees 45 minutes 26 seconds West, 21.31 feet; thence South 00 degrees 14 minutes 34 seconds West, 20.00 feet; thence South 89 degrees 45 minutes 26 seconds East, 21.31 feet to said west line of Ela Road; thence South 00 degrees 14 minutes 17 seconds West along said west line, 45.00 feet; thence North 89 degrees 45 minutes 26 seconds West, 13.12 feet; thence South 00 degrees 14 minutes 34 seconds West, 35.00 feet; thence South 89 degrees 45 minutes 26 seconds East, 13.12 feet to said west line of Ela Road; thence South 00 degrees 14 minutes 17 seconds West along said south line, 25.00 feet to the Point of Beginning.

Said parcel containing 0.307 acres, more or less.



