

**VILLAGE OF VERNON HILLS  
RESOLUTION 2021-038**

**A RESOLUTION APPROVING A LICENSE AGREEMENT FOR WISCONSIN CENTRAL LTD. AND  
VILLAGE OF VERNON HILLS' MILWAUKEE AVENUE PEDESTRIAN CROSSING**

**WHEREAS**, the Village of Vernon Hills ("Village") desires to provide non-vehicular modes of transportation for its residents; and

**WHEREAS**, the Village has promoted the extension of its bicycle and pedestrian systems along Milwaukee Avenue; and

**WHEREAS**, said facilities exist on the north and south sides of the Wisconsin Central Ltd.'s E.J. & E. Railroad adjacent to the westerly ROW of Milwaukee Avenue; and

**WHEREAS**, a plan for the extension of said facilities was created; and

**WHEREAS**, the Village Board approved Resolution 2020-033 requiring Pulte Home Company, LLC to finance the cost of the improvements; and

**WHEREAS**, the Village subsequently petitioned the Interstate Commerce Commission ("ICC") to permit the extension of the facilities across this railroad; and

**WHEREAS**, the ICC directed Wisconsin Central Ltd. to install said facilities; and

**WHEREAS**, a license agreement is required prior to the Wisconsin Central Ltd. installation; and

**WHEREAS**, the attached License Agreement has been reviewed and approved by the two parties' legal counsels and is recommended for approval by the Village Board.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

That the Village of Vernon Hills approves of the "License Agreement For Wisconsin Central Ltd. and Village of Vernon Hills Milwaukee Avenue Pedestrian Crossing" and authorizes the Village President to execute said agreement.

Dated this 19<sup>th</sup> day of October 2021

Adopted by a roll call vote as follows:

AYES: 6 – Oppenheim, Takaoka, Koch, Forster, Marquardt, Byrne

NAYS: 0 – None

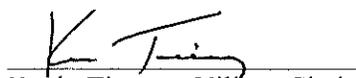
ABSENT AND NOT VOTING: 1 – Schenk

  
Roger L. Byrne, Village President

PASSED: 10/19/2021

APPROVED: 10/19/2021

ATTEST: 10/19/2021

  
Kevin Timony, Village Clerk



**EXHIBIT A**

*Vernon Hills Execution Copy - including Exhibit A, Exhibit B, Exhibit C, Exhibit D*

## LICENSE AGREEMENT

For

### **WISCONSIN CENTRAL LTD. and VILLAGE OF VERNON HILLS MILWAUKEE AVENUE PEDESTRIAN CROSSING**

THIS LICENSE AGREEMENT ("License"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **WISCONSIN CENTRAL LTD.**, a Delaware corporation, whose address is 17641 S. Ashland Avenue, Homewood, Illinois 60403, hereinafter called LICENSOR, party of the first part, and **VILLAGE OF VERNON HILLS**, an Illinois municipal corporation, whose address is 209 Evergreen Dr, Vernon Hills, Illinois 60061, hereinafter called LICENSEE, party of the second part, for valuable consideration the receipt and sufficiency of which is acknowledged by the parties by the execution of this License including the covenants and agreements hereinafter recited on the part of the LICENSEE, to be paid, kept and performed, LICENSOR hereby gives and grants LICENSEE a non-exclusive license and privilege, subject to the following terms and conditions:

#### Section 1, DESCRIPTION OF FACILITIES.

LICENSEE will install, maintain and operate an eight (8') foot wide multi-use path located on the geographic west side of Milwaukee Avenue, a five-lane roadway, crossing over and across LICENSOR's main line track. Said crossing is understood by the parties to be situated within the public at-grade roadway easement for Milwaukee Ave (AAR/DOT No. 260490K) crossing further situated at a latitude of 42.253969 deg and a longitude of -87.947092.

The above described facility(ies) of the LICENSEE, and any appurtenances thereto, including the area which is subject to the LICENSEE's obligations under this Agreement hereinafter termed for convenience and not definition as "Pedestrian Crossing," is to be located as indicated on LICENSOR's Plat attached hereto, marked Exhibit "A", and Proposed Typical Cross Section, marked Exhibit "B", and understood by the parties to be part of this License. Notwithstanding anything to the contrary, LICENSEE is solely responsible to repair and maintain the approaches to the pedestrian crossing on either side of the crossing of the LICENSOR's railroad bed areas (up to the end of the railroad ties) portrayed in Exhibit B which plans (attached hereto and incorporated herein by reference) are approved by the LICENSOR.

The Pedestrian Crossing shall be subject to the terms and conditions set forth in Illinois Commerce Commission (ICC) Petition T18-0040, marked Exhibit "C" and any orders entered thereto, as may be amended from time to time.

#### Section 2, USE.

(a) LICENSEE shall use the non-exclusive license and privilege contained herein solely for the purpose of operating the Pedestrian Crossing and for no other purpose without LICENSOR's prior written consent.

(b) LICENSEE's use, as herein defined, shall not be for any purpose which is forbidden by law, regulation or ruling of any governmental authority, including local, state and federal, or which may invalidate any policy of insurance.

(c) LICENSEE shall not use any other property of LICENSOR other than that which is occupied by the Pedestrian Crossing without first obtaining LICENSOR's prior written consent and complying with all requirements of LICENSOR applicable thereto.

(d) LICENSOR reserves the irrevocable and perpetual right to grant, permit, install, maintain, and operate over, under and across the easement whatever railroad tracks, utility occupations, walkways and other facilities and appurtenances as it may deem necessary or desirable without interference from the LICENSEE, which, however, shall not unreasonably interfere with the grade of the Pedestrian Crossing described under this Agreement.

(e) LICENSEE shall not deposit any hazardous material on the Pedestrian Crossing. Notwithstanding the foregoing, if hazardous material is so deposited by LICENSEE, LICENSEE shall indemnify, save harmless and defend the LICENSOR from and against any claims made against the LICENSOR by an authorized regulatory authority requiring clean up or remediation arising therefrom. For the purposes of this License, "Hazardous Material" shall mean any substance (i) defined as "hazardous substance" under Section 1.01(14) of CERCLA, 42 U.S.C.9601(14) or any successor regulation; (ii) containing petroleum, including any fraction thereof which violates applicable law; or (iii) determined to be deleterious to human health or the environment by any federal, state or local environmental, occupational health, or public health agency or authority. The LICENSEE expressly agree to be responsible if it deposits hazardous material on the Pedestrian Crossing causing contamination of the lands of the LICENSOR or any adjacent premises, and if such contamination occurs on such Pedestrian Crossing, the LICENSEE depositing the hazardous material shall be responsible to clean-up, remediate and restore said Pedestrian Crossing to its original condition or to a condition that is in compliance with the applicable state and federal laws and regulations and all local ordinances. For the purposes of this Section the term LICENSOR shall include not only the LICENSOR named herein but also any parent company(ies), subsidiary(ies) or affiliate(s) of LICENSOR, or its or their agents, servants, employees, directors, officers, contractors, subcontractors or suppliers.

### **Section 3, INGRESS AND EGRESS.**

LICENSOR does not undertake to provide a means of ingress and egress for the Pedestrian Crossing, except upon lands of LICENSOR, as herein specified, and in a manner approved by the Chief Engineer of LICENSOR, or his duly authorized representative.

### **Section 4, CONSTRUCTION AND MAINTENANCE.**

(a) Pedestrian Crossing shall be constructed and maintained in accordance with the Special Provisions attached as Exhibit F and plans and specifications attached as Exhibit B herein, which plans are approved by LICENSOR. LICENSOR shall

construct, operate and maintain the Pedestrian Crossing at LICENSEE's sole cost and expense. Construction and maintenance will be performed as defined below:

- 1) LICENSOR will be solely responsible to construct, operate, repair and maintain the Pedestrian Crossing, ballast, trackwork, and all other facilities within the LICENSOR's railroad between the width of the railroad ties on the right-of-way as depicted in Exhibit B. The LICENSOR's estimate of cost for the construction of said items is depicted in Exhibit E. The LICENSOR will provide invoices of LICENSOR's construction costs to the LICENSEE. During progress of the work, the LICENSOR shall be reimbursed by the LICENSEE within thirty (30) days following receipt of invoices, submitted not more than once per month, on the basis of the completion of work performed, including materials furnished to the job site.
- 2) LICENSEE will be solely responsible to construct, repair and maintain the approach subgrade, approach pavement, drainage, hazard pavement markings, warning signs, and snow and debris removal outside of the Pedestrian Crossing easement except between the width of the railroad ties. Signposts and signs shall be situated a minimum horizontal distance of nine feet (9') and eight feet (8') from centerline of tangent track respectively as depicted on Exhibit B.

(b) LICENSEE shall be responsible for determining the location, elevation and extent of all utilities, underground structures and/or obstructions in the vicinity of the installation whether shown on the plans or not.

(c) LICENSEE's Plans (Exhibit B) and use, as herein established is designed such that it will only be a minimal, if any, interference with the natural drainage of LICENSOR's lands. Any drainage facilities, if any, located outside of the LICENSOR's right-of-way required solely as a result of the Pedestrian Crossing shall be constructed, maintained, repaired and removed by LICENSEE, at LICENSEE sole cost and expense, and all work associated herewith shall be subject to the approval of the Chief Engineer of LICENSOR, or his duly authorized representative.

(d) LICENSEE shall be responsible to pay the LICENSOR all its costs and expenses for the operation, repair and maintenance of the Pedestrian Crossing within the LICENSORS' right-of-way. Prior to any such maintenance or repairs, at least thirty (30) days prior to the proposed maintenance or repairs, the LICENSOR shall give the LICENSEE detailed written cost estimates for the proposed work. If due to emergency conditions the thirty (30) days prior notice is not feasible, the LICENSOR shall meet and consult with the LICENSEE before the commencement of the work. Upon completion of said work, the LICENSOR shall provide the LICENSEE with invoices and documentation certifying the actual final cost for the work paid by the LICENSOR.

(e) Based upon the Plans (Exhibit B) Pedestrian Crossing and any appurtenances thereto are designed so that vehicular traffic visibility will not be adversely affected.

(f) LICENSOR shall be reimbursed by the LICENSEE within thirty (30) days following receipt of all invoices.

#### Section 5, FLAGMEN.

(a) LICENSOR shall place and maintain, at the sole cost and expense of LICENSEE, any flagmen, watchmen, and/or inspectors LICENSOR deems necessary for the proper protection of traffic moving on its tracks and to ensure the safety of its operations during construction, maintenance, relocation and removal of the Pedestrian Crossing.

(b) During the construction of the improvement contemplated in the Plans (Exhibit B), movement of personnel, equipment and materials over and across the tracks of LICENSOR shall be held to a minimum and such movements shall be made only under the supervision and direction of the Chief Engineer of LICENSOR or his duly authorized representative.

#### Section 6, RELOCATION CHANGES AND ALTERATIONS.

(a) When and as often as the LICENSOR shall reasonably require to have the location and/or elevation of the Pedestrian Crossing, or any portion thereof, changed for the purposes of making improvements to the facilities of LICENSOR, including the installation of an additional track(s), minimizing any unreasonable hazards presented by the train crossings, or the contents thereof, LICENSEE shall, at their own cost and expense, with due diligence but in any event not later than thirty (30) days after receipt of written notice from LICENSOR, change the location and/or elevation at the railway survey station described in Section One of the Pedestrian Crossings, or any portion thereof outside of LICENSOR's railroad right-of-way, to such a location and/or elevation as shall be reasonably designated by the Chief Engineer of LICENSOR, or his duly authorized representative. The LICENSOR has no plans or knowledge of plans by any third party which would require this relocation or alteration. However, if the LICENSOR makes such improvements, the LICENSEE would be responsible for only minor elevation changes which for example does not include grade crossing separations.

(b) In the event LICENSEE submits in writing a request to LICENSOR to extend the thirty (30) day relocation period, LICENSOR shall respond to the LICENSEE within thirty (30) days of such request. Such extension request shall not be unreasonably withheld or denied.

(c) LICENSEE agrees that upon reasonable request from LICENSOR as is provided in this Agreement, it will reimburse LICENSOR for all costs and expenses, make changes, repairs, or alterations to the Pedestrian Crossing when LICENSOR's operations require modification to LICENSOR's facilities, or to minimize potential hazards presented by the Pedestrian Crossing.

(d) In the event LICENSEE shall fail to change the location or elevation of, renew or repair, alter, or make any changes reasonably requested by LICENSOR to the Pedestrian Crossing or any portion thereof, or to correct any defective conditions after receipt of written notice from LICENSOR, as hereinbefore provided and within the time stipulated, then LICENSOR may, without further notice to LICENSEE, perform said work.

#### Section 7, INSURANCE.

Before commencing work, and for the period of time specified in Section 29 herein, the LICENSEE shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by the LICENSOR.

- a. Statutory Workers Compensation and Employer's Liability Insurance;
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit;
- c. Comprehensive General Liability (claims form) in an amount not less than \$5,000,000 combined single limit, \$10,000,000 annual aggregate. The policy must name Wisconsin Central Ltd. as an Additional Insured and must not contain any exclusions related to doing business on, near, or adjacent to railroad facilities.

Before commencing work, LICENSEE shall deliver to LICENSOR a certificate of insurance evidencing the foregoing coverage and upon request the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than ten (10) days prior written notice to LICENSOR of cancellation of or any material change in the policies and shall contain the waiver of right of subrogation.

It is further understood and agreed that, so long as the Agreement shall remain in force or the Pedestrian Crossing shall have been removed (whichever shall be later), the coverage limits required herein will be increased as the LICENSEE, or either of them, increases the limits of the coverage they already carry, without further written amendment to this Agreement. In addition, if any claim is made against LICENSOR relating to the Pedestrian Crossing where it is reasonably probable that the recovery will exceed the then-current limits of the coverages stated above, the parties will negotiate in good faith to revise the limits stated above to insure up to 110% of the amount of the reasonably probable recovery. The LICENSEE will use reasonable diligence to increase the limits of the relevant policy(ies).

If a contractor is to be employed by LICENSEE for the installation or maintenance of the approaches to the Pedestrian Crossing, then before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to and as approved by LICENSOR.

Statutory Workers' Compensation and Employer's Liability Insurance.

Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.

An Occurrence Form Railroad Protective Policy (so long as reasonably commercially available, and if not, the parties will negotiate reasonable terms to allow a Claims Made Policy) with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The policy must name Wisconsin Central Ltd. as the insured and shall provide for not less than ten (10) days prior written notice to LICENSOR of cancellation of, or any other material change in, the policy.

#### Section 8, ASSESSMENTS AND TAXES.

LICENSEE, as a part of the consideration for this License, agree to pay all assessments and taxes, if any, on the Pedestrian Crossing which assessments and taxes result from this license and privilege herein granted.

#### Section 9, TERMINATION.

(a) Upon termination of this License, LICENSEE or at LICENSEE's cost upon notice and conditions provided in Section 4, shall remove all Pedestrian Crossing and appurtenances thereto.

(b) In the event of LICENSEE's breach of any material covenant, condition or other obligation of this License, LICENSOR shall have the right to terminate this License after the LICENSOR gives the LICENSEE written notice specifying the material covenant, condition or obligation claimed to be breached and the LICENSEE shall have thirty (30) days from receipt of such notice to reasonably cure such purported breach. LICENSOR's exercise of its right to terminate this License shall not excuse LICENSEE from the fulfillment or satisfaction of any obligation under this License which has accrued prior to LICENSOR's termination of same.

(c) All notices and communications concerning this License shall be addressed to LICENSOR or to LICENSEE at its address set forth herein, or at such other address as either party may from time to time designate in writing to the other party.

(d) Upon termination of this License, LICENSOR at LICENSEE's cost upon notice and conditions in Section 4 shall restore the premises to a condition reasonably satisfactory to LICENSOR's Chief Engineer, or his duly authorized representative and within a reasonable time specified in any notice of termination.

(e) LICENSEE may terminate this License on one hundred twenty (120) days notification to the LICENSOR as provided herein.

**Section 10. ADVANCE NOTIFICATION.**

(a) LICENSEE shall notify the LICENSOR's Manager Public Works, Nick Burwell in writing at least thirty (30) days prior to starting construction and again by telephone at 319/427-1031, seventy-two (72) hours before any work herein provided for is to be undertaken.

(b) Although not anticipated under this Agreement any contractor, engineering firm or other business entity, if any, retained by LICENSEE in conjunction with this License shall obtain a Right of Entry agreement from the LICENSOR prior to occupation of the licensed site by contacting LICENSOR's Manager Public Works office at 319/427-1031.

**Section 11. ORDINANCES, REGULATIONS, ETC.**

(a) LICENSEE, at LICENSEE's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority, federal, state or local, having jurisdiction over LICENSEE use and occupation, including but not limited to zoning, health, safety, building or environmental matters.

**Section 12. CLAIM OF TITLE.**

LICENSEE shall not at any time own or claim any right, title or interest in or to the lands of LICENSOR, nor shall the exercise of this License for any length of time give rise to any right, title or interest in or to the lands of LICENSOR, other than the license herein created.

**Section 13. RAIL OPERATIONS.**

It is understood and agreed that notwithstanding the permission and authority herein given, the LICENSOR shall have the right at all times to use all or any portion of its right of way for the purposes of conducting its rail operations and business or to permit others to use the same.

**Section 14. RECORDING.**

If any party elects, the parties shall join in the execution of a memorandum or so-called "short form" of this License for the purpose of recordation. Said memorandum or short form of this License shall describe the parties, the termination provision of this License and shall incorporate this License by reference. The LICENSEE shall pay the recording costs.

**Section 15. LIMITATIONS, RESERVATIONS, AND RESTRICTIONS.**

This License is made on a quit-claim basis subject to all of the limitations, reservations and restrictions upon the title of the LICENSOR. LICENSOR does not warrant or represent the extent or duration of its interest, if any, in the property. The

extent and duration of this License is intended to be consistent with such interest as LICENSOR may have in the property.

Section 16, **INSPECTION.**

Notwithstanding any other provisions of this License, nothing contained herein shall relieve LICENSEE from its obligation to inspect and at all times maintain in good condition and repair Pedestrian Crossing, and its facilities located under, upon or over the land of the LICENSOR, or impose any obligation upon LICENSOR in respect to such inspection and maintenance.

Section 17, **BANKRUPTCY.**

It is expressly understood and agreed that in the event of any assignment for the benefit of creditors, or in the event a petition in bankruptcy shall be filed by LICENSEE, or if LICENSEE shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of LICENSEE or LICENSEE's property shall be appointed in any suit or proceeding brought by or against LICENSEE, and if at such time this license is in default by LICENSEE, then and in such event LICENSOR, at its option, may (1) terminate this License at the end of the following month by notice, or (2) may request affirmance or rejection of this License under Sec. 365 of the Bankruptcy Act by giving LICENSEE or any such assignee, trustee, or receiver written notice of such termination or demand for election. If LICENSEE, or such assignee, trustee or receiver fails to elect affirmance and fails to furnish adequate assurances of correction of existing debt and continued performance under the License, LICENSOR may apply to the appropriate court for an order compelling removal of LICENSEE or such assignee, trustee, or receiver. If LICENSEE or such assignee, trustee or receiver shall reject this License, it shall vacate the premises as provided for herein. If LICENSEE or such assignee, trustee or receiver shall affirm this License, it shall thereupon be bound by all terms hereof, including payment of all rentals from the date of LICENSOR's notice of demand for election and remedies of LICENSOR for nonpayment of other breach.

Section 18, **SUCCESSORS AND ASSIGNS.**

The terms, covenants and provisions of this License shall inure to the benefit of and be binding upon the successors and assigns of LICENSOR and the successors and assigns of LICENSEE.

**Section 19, TRANSFER, ASSIGNMENT OR SUBLICENSE.**

LICENSEE shall not transfer or assign this License or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate. This covenant shall also apply whether such transfer is made voluntarily by LICENSEE or involuntarily in any proceeding at law or in equity to which LICENSEE may be a party whereby any of the rights, duties and obligations of LICENSEE shall be transferred, abrogated or in any manner altered, without the prior notice to and consent of LICENSOR. In the event of any such unauthorized transfer or assignment of this License, or any of the rights and privileges hereunder, LICENSOR, at its option, may immediately terminate this License by giving LICENSEE or any such assignee written notice of such termination.

**Section 20, INDUCTIVE INTERFERENCE.**

LICENSEE further agrees that in the event at any time hereafter the LICENSOR's wire or radio communications systems, signal systems, or electric power systems, or any part of any of them, shall sustain any inductive interference which in the opinion of the Chief Engineer of the LICENSOR results, directly or indirectly from the installation, maintenance, operation or use of Pedestrian Crossing, LICENSEE immediately upon demand to do so shall cause such interference to be eliminated without cost or expense to the LICENSOR. Based upon the plans for the Pedestrian Crossing (Exhibit B) the LICENSOR represents the LICENSEE's plans will not cause inductive interference to LICENSOR's system.

**Section 21, TRACKS.**

It is understood and agreed that the permission herein granted to LICENSEE does not include the right to move equipment or vehicles over any unprotected tracks of the LICENSOR.

It is understood and agreed that when in the judgment of the Chief Engineer of the LICENSOR, it shall be necessary to protect the property of the LICENSOR, or property in its care and custody, by the use of crossing flagmen or other protective measures, LICENSEE promptly shall reimburse the LICENSOR for the entire cost and expense thereof.

**Section 22, MARGINAL NOTES.**

Marginal notes used herein are placed for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise.

**Section 23, ENTIRE AGREEMENT.**

This License and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between LICENSOR and LICENSEE concerning the premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between

them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this License shall be binding upon LICENSOR or LICENSEE unless reduced to writing and signed by them.

**Section 24, STATE APPROVAL.**

To the extent required by law, this License shall be contingent upon the approval, if necessary, of any Illinois Commerce Commission, Illinois Department of Transportation, Board of Public Utility Commissioners, Public Service Commission or any such State body as may have jurisdiction.

**Section 25, PARTIAL INVALIDITY.**

In the event that any provision of this License shall be construed as or declared invalid, unenforceable, or unconstitutional then such invalidity, unenforceability or unconstitutionality shall not affect the remaining provisions of this License, and said provisions shall be given full force and effect as if the invalid, unenforceable or unconstitutional provision did not exist.

**Section 26, NON-WAIVER OF COVENANTS.**

The failure of either party to enforce any of the provisions of this License at any time shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this License, or any part thereof, nor the right of any party thereafter to enforce each and every such provision.

**Section 27, NOTICES.**

Any notice, including the ADVANCE NOTIFICATION described herein, required or permitted to be given under this License shall be in writing and deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to LICENSOR: Wisconsin Central Ltd.  
Real Estate Department  
17641 South Ashland Avenue  
Homewood, IL 60430

With Copy to: Manager Public Works, Nick Burwell  
17641 South Ashland Avenue  
Homewood, IL 60430

Michael Barron  
17641 South Ashland Avenue  
Homewood, IL 60430

If to LICENSEE: Village Administrator  
Village of Vernon Hills  
290 Evergreen Dr.  
Vernon Hills, Illinois 60061

And to:

Dave Brown  
Director of Public Works  
Village of Vernon Hills  
490 Greenleaf Drive  
Vernon Hills, IL 60061

And to:

James V Ferolo  
Village Attorney  
Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061

**Section 28, RELATIONSHIP OF THE PARTIES.**

The relationship of the parties is that of independent contractors and in no way establishes an agency relationship.

**Section 29, SURVIVAL CLAUSE.**

Notwithstanding any other section of this License, the rights and obligations of the parties expressed in this License, including but not limited to, any provisions concerning Insurance, shall remain in effect for any legal proceeding brought against LICENSOR, its officers or employees, which was commenced after the termination, for whatever reason, of this License but was caused by, alleged to be caused by, or grew out of any accident or occurrence which but for this License or the presence of LICENSEE' employees, agents, contractors, subcontractors, or suppliers pursuant to this License, would not have been incurred.

**Section 30, INTERPRETATION.**

The parties hereto stipulate and agree that all parties were responsible for the draft of this License, and that no party shall be deemed a drafter for purposes of interpreting the intent of the parties. Further, no prior draft of this License, or notes or testimony thereon, shall be used in any manner for the interpretation of the meaning of the terms of this License.

IN WITNESS WHEREOF, the parties hereto have mutually executed this License in duplicate originals at Homewood, Cook County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, effective, however, as of the day and year first above written.

**WISCONSIN CENTRAL LTD.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF VERNON HILLS**

By: Boyer Byrle  
Village President

Attest: K. Tring  
Village Clerk

Dated: 10/19/2021

EXHIBIT A  
PLAT



EXHIBIT B  
PROPOSED TYPICAL CROSS SECTION





EXHIBIT C  
ICC PETITION

**STATE OF ILLINOIS**  
**ILLINOIS COMMERCE COMMISSION**

Village of Vernon Hills, Illinois,  
A Municipal Corporation and body politic  
And corporate in Lake County, Illinois,

Petitioner,

T18-0040

v.

Wisconsin Central Ltd. and The Illinois Department of Transportation,  
Respondents.

Petition for an Order of the Illinois Commerce Commission authorizing the installation of an at-grade pedestrian crosswalk with Wisconsin Central Ltd. railroad tracks at the tracks' intersection with Milwaukee Avenue (State Route 21) within Lake County, Illinois.

**ORDER**

By the Commission:

On March 27, 2018, the Village of Vernon Hills (Village or Petitioner) filed the above-captioned verified Petition with the Illinois Commerce Commission (Commission) naming as Respondents Wisconsin Central Ltd. (WC or Wisconsin Central) and the Illinois Department of Transportation (IDOT), seeking authority to install an at-grade pedestrian sidewalk up to and across the railroad track of Wisconsin Central Ltd. on the west side of Milwaukee Avenue (State Route 21) where the road and track cross in Vernon Hills, Lake County, Illinois.

Pursuant to notice, a hearing on the Petition was held on December 19, 2019 before a duly authorized Administrative Law Judge of the Commission at the Commission's offices in Springfield and Chicago, Illinois via video conference with the parties. Appearances were entered on behalf of Petitioner, WC, and IDOT and by Staff of the Railroad Section of the Transportation Division of the Commission (Staff). At the conclusion of the hearing, the case was marked "Heard and Taken."

**THE EVIDENCE**

The Village of Vernon Hills requests authority to install a pedestrian path through Wisconsin Central's at-grade crossing with Milwaukee Avenue in Vernon Hills due to development on both sides of the track. The track runs east-west across the north-south roadway. The area northwest of the crossing has been developing commercially and the southwest area has been developing residentially, with a new development adjacent to the track. The Village requested authority to install any warning or safety devices determined to be necessary by Commission.

There are existing 8-foot-wide concrete sidewalks north and south of the track on the west side of Milwaukee Avenue. They each terminate approximately 45 feet from the track, just outside of the railroad right of way. The proposed path would also be 8 foot wide concrete sidewalks connected to the existing sidewalks north and south of the track and continue up to approximately 4 feet from each side of the crossing surface where the sidewalk will then be constructed of asphalt from the concrete sidewalk to the rubber panels of the crossing surface which Wisconsin Central has agreed to extended on the west side of the crossing past the alignment of the path to serve as the pedestrian path over the crossing.

An average of two freight trains operate on the track and through the crossings each day with a maximum timetable speed of 25 miles per hour. No passenger trains operate on the track. The vehicle speed limit on Milwaukee Avenue is 40 miles per hour. The Average Annual Daily Traffic count is 26,100 vehicles.

The roadway vehicle crossing of the tracks is protected by automatic flashing lights and gates, and a cantilevered warning light extending over the roadway. The cantilevered light for the southern approach has it's post on the west side of the road. Accordingly, the sidewalk will be constructed, both north and south of the track, in an alignment generally 10 feet west of the Milwaukee Avenue curb, but will curve away to a greater distance from the curb where necessary to avoid the cantilever post and the position of the counter-weights of the vehicle crossing gates when the gates are down, which will all be east of the sidewalk.

### **Pedestrian Gates**

Commission Staff has recommended, and the Village has agreed, that pedestrian gates be installed with a light in the middle of the gate arm, and that the bell which is presently part of the western vehicular warning devices, although not required for the vehicular warning devices, be required to be maintained as a warning and protective device for persons using the pedestrians path.

The posts for the recommended pedestrian gates will be located west of the sidewalk such that the gate will lower towards Milwaukee Road and the counter-weights of the pedestrian gate will rise up at the post west of the path. They will be located the same distance from the tracks as the vehicle roadway gates and will lower and raise with the roadway gates.

Commission Rail Safety Staff Administrator Brian Verduyck was qualified without objection as an expert in rail vehicle crossing safety and as an expert in pedestrian rail crossing safety. He testified in support of pedestrian gates with light and bell. Staff testified its recommendation of pedestrian gates is case-by-case for crossings and includes review of pedestrian generators, crossing geometry (length, skew, adjacent land use, sight lines etc.), warning time, walking and biking speeds, and consistency along corridors with concerns for distracted pedestrians, motorists, and commuters. Staff believes a physical barrier provides the most direct and

understandable warning device, especially because pedestrian distractions with earphones and ear buds, phones, or even walking in groups are prevalent. Train speeds and volumes are also reviewed, but do not serve as the primary factor when a new sidewalk or path project is petitioned or proposed for installation at a highway-rail crossing. When reviewing existing locations and the prioritization of projects and funding, speed and volume may be more pertinent factors.

Prior arguments against the use of pedestrian gates focused on stated maintenance concerns with vandalism and associated costs, as well as questions of effectiveness and comments that "they just don't work" (something that has been said about roadway gates in the past also).

Studies completed by the University of Illinois at Chicago in 2013 and 2015 reinforced Staff's view that pedestrian gates had the highest level of awareness of all warning signs and devices for pedestrians. The study, however, also identified that the effectiveness of any particular sign or device in reducing the risk of a collision between a pedestrian and a train is unknown. While Staff recognizes there is no statistical model to address the random nature of pedestrian-rail incidents, Staff points to the downward trend of motor vehicle-train crashes as roadway gates were prioritized. Since 1921 the Commission has provided funding for warning devices. With the establishment of the Grade Crossing Protection Fund in 1955 and recognizing the significant number of crashes and fatalities into the 1970's, further funding was provided to install more warning devices with roadway gates. Since that time motor vehicle crashes have trended down significantly. The same cannot be said for pedestrian-rail incidents, and Staff believes the use of pedestrian gates provides the common-sense physical barrier that limits the possible decisions or questions for a pedestrian at a railroad crossing.

To address maintenance concerns with inconsistent costs charged and license agreements, Staff provided the position on maintenance due to damage or vandalism versus routine maintenance which Staff finds minimal based upon the reviews completed by the Commission's FRA-certified Signal Inspectors and their experience working for Class I railroads as signal managers.

Specific to the Milwaukee Avenue crossing Staff noted concerns with visibility for pedestrians looking west along the tracks, as well as concern for pedestrian actions and decisions given the high warning time programmed at the crossing.

Wisconsin Central does not agree that the evidence provided supports the need for pedestrian warning devices and continues to believe that the roadway warning devices provide adequate warning to pedestrians but will defer to the Commission on this issue.

This order authorizes and directs the installation of pedestrian gates as recommended by Staff.

### Responsibility for Installation and Costs

The Village has agreed to be responsible for all costs of the project.

The Village will be responsible for the installation of the sidewalk including the asphalt buffers and the costs thereof.

Wisconsin Central has agreed to be responsible for the installation of the additional rubber panels of the crossing surface needed to serve as the pedestrian crossing surface in the same alignment as the sidewalk north and south of the crossing surface. The Village will be responsible for the costs of the installation.

Wisconsin Central should be responsible for the design and installation of the pedestrian gates. The Village will be responsible for the costs thereof.

### Maintenance and Costs

The Village has agreed to be responsible for the maintenance of the sidewalk up to a point two feet out from each outer rail, or to the extent of the rubber panel, whichever is greater. The Village will be responsible for the costs of such maintenance.

With the exception of clearing snow and ice from that part of the crossing surface which is in the alignment of the path over the crossing surface, Wisconsin Central should be responsible for the maintenance of the crossing surface from each rail to a point two feet from the rail or to the extent of each rubber panel of the crossing surface, whichever is greater, and the costs of such maintenance.

Responsibility for clearing snow and ice from that part of the crossing surface which is in the alignment of the path over the crossing surface is, by agreement of the Village, the responsibility of the Village and not the responsibility of Wisconsin Central; the Village and not Wisconsin Central shall be responsible for the costs of performing such clearance functions by the Village or its designee. Wisconsin Central agrees that an ordering provision allocating such maintenance and clearance responsibilities accordingly constitutes the Right of Entry for the Village or its designee to perform such maintenance and clearance responsibilities.

It is proposed that Wisconsin Central should be responsible for maintenance of the pedestrian gates and the costs of such maintenance, except that the Village should be responsible for reimbursement of Wisconsin Central for the costs of repair when damage is caused by an entity or person other than Wisconsin Central, and is not due to normal or weather related wear and tear. Pedestrian gates for purposes of this order includes the mounting structures and wiring for the pedestrian gates.

**WISCONSIN CENTRAL POSITION**

Wisconsin Central objects to any requirement for pedestrian gates, and its responsibility to maintain them and pay the costs of such maintenance. Wisconsin Central does not agree that the evidence provided supports the need for pedestrian warning devices and continues to believe that the roadway warning devices provide adequate warning to pedestrians. However, Wisconsin Central states it will defer to the Commission on this issue.

Wisconsin Central is otherwise in agreement with the project and allocation of responsibilities and costs.

**VILLAGE AND IDOT POSITIONS**

The Village and IDOT are in agreement with the project as recited above and have all agreed upon the division of costs and responsibilities of design, installation, and maintenance.

**STAFF'S POSITION**

Staff has no objection to the Petition and supports the project. Staff recommends pedestrian gates with a light on the gate arm and that the western roadway bell be maintained for pedestrian warning purposes.

Staff notes that the factors upon which it bases its recommendation for pedestrian gates in this case is set out in its testimony related above.

**COMMISSION ANALYSIS**

The Commission agrees that installation of a pedestrian path in accordance with plans specified in evidence is in the interests of public safety and convenience and should be approved and authorized by this Order. The Commission also believes that Staff's recommendation for pedestrian gates in accordance with the plan specifications set out in the evidence is supported by the testimony of Staff, and the recommendation should be approved and authorized by this Order.

**PROPOSED ORDER**

All Parties and Staff waived issuance of a Proposed Order.

**FINDINGS AND ORDERING PARAGRAPHS**

The Commission, having reviewed the entire record, finds that:

- (1) The Commission has jurisdiction over the parties and the subject matter of

this proceeding;

- (2) The Village of Vernon Hills is a municipal corporation within the State of Illinois;
- (3) Wisconsin Central Ltd. is a rail carrier engaged in the transportation of either or both property and passengers for hire in the State of Illinois, as defined by the Illinois Commercial Transportation Law, 625 ILCS 5/18c-1104(30);
- (4) The Illinois Department of Transportation is a Department of the State of Illinois, which exists by virtue of the laws of the State of Illinois;
- (5) The recitals of fact and conclusions of law contained in the prefatory portion of this order are supported by the record and are hereby adopted as findings of fact and conclusions of law;
- (6) The Village seeks approval for the installation of sidewalks and pedestrian gates with a light on the gate arm and a separate bell at the grade crossing of Milwaukee Avenue with Wisconsin Central td. track in the Village;
- (7) The construction of such sidewalk and pedestrian gates should be approved substantially consistent with the specifications set out in the prefatory portion of this Order and exhibits admitted into evidence;
- (8) The Village should be responsible for all costs of the project;
- (9) The Village should be responsible for the installation of the sidewalk, including the asphalt buffer, and the costs thereof;
- (10) Wisconsin Central should be responsible for installation of the additional rubber panels for the crossing surface needed to align with and serve as the sidewalk through the crossing and the maintenance therefore, or to a point two feet out from each rail, whichever is greater, and the costs of such maintenance;
- (11) The Village should be responsible for maintenance of that portion of the sidewalks not to be maintained by Wisconsin Central as set out in these findings, and the costs thereof;
- (12) The Village should be responsible for snow and ice removal from the sidewalk and through that portion of the crossing in alignment with the path;
- (13) Wisconsin Central should be responsible for design and installation of the pedestrian gates with a light on the gate arm; Wisconsin Central should be

responsible for the maintenance of the pedestrian gates and the costs of such maintenance, and should also maintain and be responsible for maintenance of the bell associated with the western vehicular warning devices;

- (14) The Village should be responsible for the costs of design and installation of the pedestrian gates;
- (15) All work should be completed by August 31, 2021;
- (16) Any person making a Request for an Extension of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request;
- (16) Any person making a Request for an Extension of Time that exceeds 30 days must file a Petition for Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders;
- (17) Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the Project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the Project within the ordered timeframe;
- (18) The Commission or its Administrative Law Judge reserves the right to deny Petitions for Supplemental Orders and Requests for Extension of Time, if the reason(s) supporting the request is (are) insufficient or where it appears the person has not made a good faith effort to complete the Project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission, that the installation of sidewalks and pedestrian gates with lights and a separate bell at the Milwaukee Avenue grade crossing of the Wisconsin Central Ltd. track in the Village of Vernon Hills, is necessary to preserve and promote the safety and convenience of the public, and is hereby authorized to be installed substantially consistent with specifications set out in the prefatory portion of this Order and exhibits admitted into evidence.

IT IS FURTHER ORDERED that the responsibilities for installation of the sidewalks and pedestrian gates with lights, and the costs thereof, as well as the future

maintenance of the sidewalks, crossing surfaces, and pedestrian gates and the bell and the costs thereof, are as delineated in the findings.

IT IS FURTHER ORDERED that all work shall be completed by August 31, 2021.

IT IS FURTHER ORDERED that the Wisconsin Central Ltd. and the Village of Vernon Hills shall at six (6) month intervals from the date of this Order until the Project has been completed, submit written reports to the Director of Processing, Transportation Division of the Commission stating the progress it has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the Project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and project manager information (name, title, mailing address, telephone number, and facsimile number) of the employee responsible for management of the project.

IT IS FURTHER ORDERED that the Wisconsin Central Ltd. and the Village shall file written notice with the Director of Processing of the date this Project is completed. This notice shall be filed within five (5) days after the completion date.

IT IS FURTHER ORDERED that the Wisconsin Central Ltd. shall file with the Transportation Bureau's Director of Processing and Information within five (5) days after the completion of the work required under this order, a United States Department of Transportation Inventory Form (#6180.71).

IT IS FURTHER ORDERED that any person making a Request for Extension of Time up to thirty (30) days to complete a project ordered by the Commission must file a request with the Director of Processing no later than fourteen (14) days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person requesting an Extension of Time which exceeds thirty (30) days must file a Petition for Supplemental Order with the Director of Processing no later than twenty-one (21) days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.

IT IS FURTHER ORDERED that Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Administrative Law Judge reserves the right to deny Requests for Extension of Time and Petitions for Supplemental Orders if the reason(s) supporting the request is insufficient or where it appears the person has not

made a good faith effort to complete the project within the allotted time. Failure of the Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that the Commission shall retain jurisdiction for the purpose of issuing any supplemental order or orders as it may deem necessary.

IT IS FURTHER ORDERED that this is a final Order subject to 83 Ill. Adm. Code 200.880(d) which provides that no appeal shall be allowed unless an application for rehearing shall first have been filed and disposed of by the Commission; Administrative Review is governed by Sections 2201 through 2206 of the Illinois Commercial Transportation Law (625 ILCS 5/18c) and is subject to the Administrative Review Law to the extent made applicable in those sections.

By Order of the Commission this 21st day of January 2020.

(Signed) CARRIE ZALEWSKI  
CHAIRMAN

EXHIBIT D  
CONSTRUCTION BUDGET

EXHIBIT E  
SPECIAL PROVISIONS REGARDING CROSSING

**EXHIBIT A1**  
**LEGAL DESCRIPTION FOR**  
**A PERMANENT EASEMENT OVER**  
**THE ELGIN, JOLIET AND EASTERN RAILWAY**  
**VERNON HILLS, ILLINOIS**

THAT PART OF THE ELGIN, JOLIET AND EASTERN RAILWAY IN SECTION 33, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT A1 IN THE RESIDENCES AT CUNEO MANSION AND GARDENS RECORDED AS DOCUMENT 7400290, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE SOUTH 86 DEGREES 03 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID OUTLOT A1 AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 8.04 FEET TO A POINT ON A LINE BEING 85.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 09 DEGREES 30 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.47 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 IN THE SHOPPES AT GREGG'S LANDING SUBDIVISION RECORDED AS DOCUMENT 6255002, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF ELGIN, JOLIET AND EASTERN RAILWAY; THENCE NORTH 86 DEGREES 03 MINUTES 33 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 35.17 FEET TO A POINT ON A LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF SAID MILWAUKEE AVENUE; THENCE SOUTH 09 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.47 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ELGIN, JOLIET AND EASTERN RAILWAY; THENCE SOUTH 86 DEGREES 03 MINUTES 33 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 27.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,517 SQUARE FEET (0.081 ACRES), MORE OR LESS.

# EXHIBIT B1



**PARAGON LIBERTYVILLE**  
**SUBDIVISION**  
 RECORDED MAY 30, 2013 AS  
 DOCUMENT NUMBER 6997600

**THE SHOPPES AT  
 GREGG'S LANDING  
 SUBDIVISION**

RECORDED OCTOBER 11,  
 2001 AS DOCUMENT  
 NUMBER 6255002

**LOT 2**

N 86°03'33" E 35.17'

5' TEMPORARY EASEMENT

**ELGIN JOLIET AND  
 EASTERN RAILWAY**

N 09°30'18" W 100.47'

S 86°03'33" W 8.04'

**THE RESIDENCES AT  
 CUNEO MANSION AND  
 GARDENS SUBDIVISION**

RECORDED JUNE 6, 2017  
 AS DOCUMENT NUMBER  
 7400290

**OUTLOT A1**

EAST LINE OF OUTLOT A1  
 AND WEST RIGHT-OF-WAY  
 OF MILWAUKEE AVENUE  
 PER DOCUMENT NUMBER  
 4545140

POINT OF  
 BEGINNING

**35' PERMANENT  
 EASEMENT**

S 09°30'18" E  
 100.47'

S 86°03'33" W  
 27.13'

WEST LINE OF MILWAUKEE  
 AVENUE PER AS WIDENED  
 PER CONDEMNATION CASE  
 NO. 65-2323

**ILLINOIS STATE ROUTE 21  
 (MILWAUKEE AVENUE)**

**LIBERTY PARK  
 SUBDIVISION**  
 RECORDED MAY 3, 1985 AS  
 DOCUMENT NUMBER 2352994

**LOT 1**

**LIBERTY PARK  
 SUBDIVISION**

**LOT 2**

77.00'

45.00'

10.00'

35.00'

50.00'

50.00'

27.13'

77.00'

45.00'

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 Construction Managers • Environmental Scientists • Landscape Architects • Planners

**THE RESIDENCES AT CUNEO MANSION  
 VERNON HILLS, ILLINOIS  
 PERMANENT EASEMENT**

PROJ. MGR.: TJM  
 DRAWN BY: RC  
 DATE: 03/13/19  
 SCALE: 1"=50'

SHEET  
**EXHIBIT B1**  
 PULVH

Dwg Name: \\mci-10-nos\Projects-VH\Pulv\dwg\Surv\Final Drawings\Exhibits\Surv\PULVH RR PE-EXHIBIT B1.dwg Plotted By: RCompton 09:42

**EXHIBIT A2**  
**LEGAL DESCRIPTION FOR**  
**A TEMPORARY EASEMENT OVER**  
**THE ELGIN, JOLIET AND EASTERN RAILWAY**  
**VERNON HILLS, ILLINOIS**

THAT PART OF THE ELGIN, JOLIET AND EASTERN RAILWAY IN SECTION 33, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT A1 IN THE RESIDENCES AT CUNEO MANSION AND GARDENS RECORDED AS DOCUMENT 7400290, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE SOUTH 86 DEGREES 03 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID OUTLOT A1 AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 8.04 FEET TO A POINT ON A LINE BEING 85.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 86 DEGREES 03 MINUTES 33 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF SAID OUTLOT A1 AND SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 5.02 FEET TO A POINT ON A LINE BEING 90.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF SAID MILWAUKEE AVENUE; THENCE NORTH 09 DEGREES 30 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.47 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 IN THE SHOPPES AT GREGG'S LANDING SUBDIVISION RECORDED AS DOCUMENT 6255002, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF ELGIN, JOLIET AND EASTERN RAILWAY; THENCE NORTH 86 DEGREES 03 MINUTES 33 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 5.02 FEET TO A POINT ON A LINE BEING 85.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF SAID MILWAUKEE AVENUE; THENCE SOUTH 09 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 502 SQUARE FEET (0.011 ACRES), MORE OR LESS.

# EXHIBIT B2



**PARAGON LIBERTYVILLE**  
**SUBDIVISION**  
 RECORDED MAY 30, 2013 AS  
 DOCUMENT NUMBER 6997600

**THE SHOPPES AT GREGG'S LANDING**  
**SUBDIVISION**

RECORDED OCTOBER 11,  
 2001 AS DOCUMENT  
 NUMBER 6255002

**LOT 2**

N 86°03'33" E 5.02'

5' TEMPORARY  
 EASEMENT

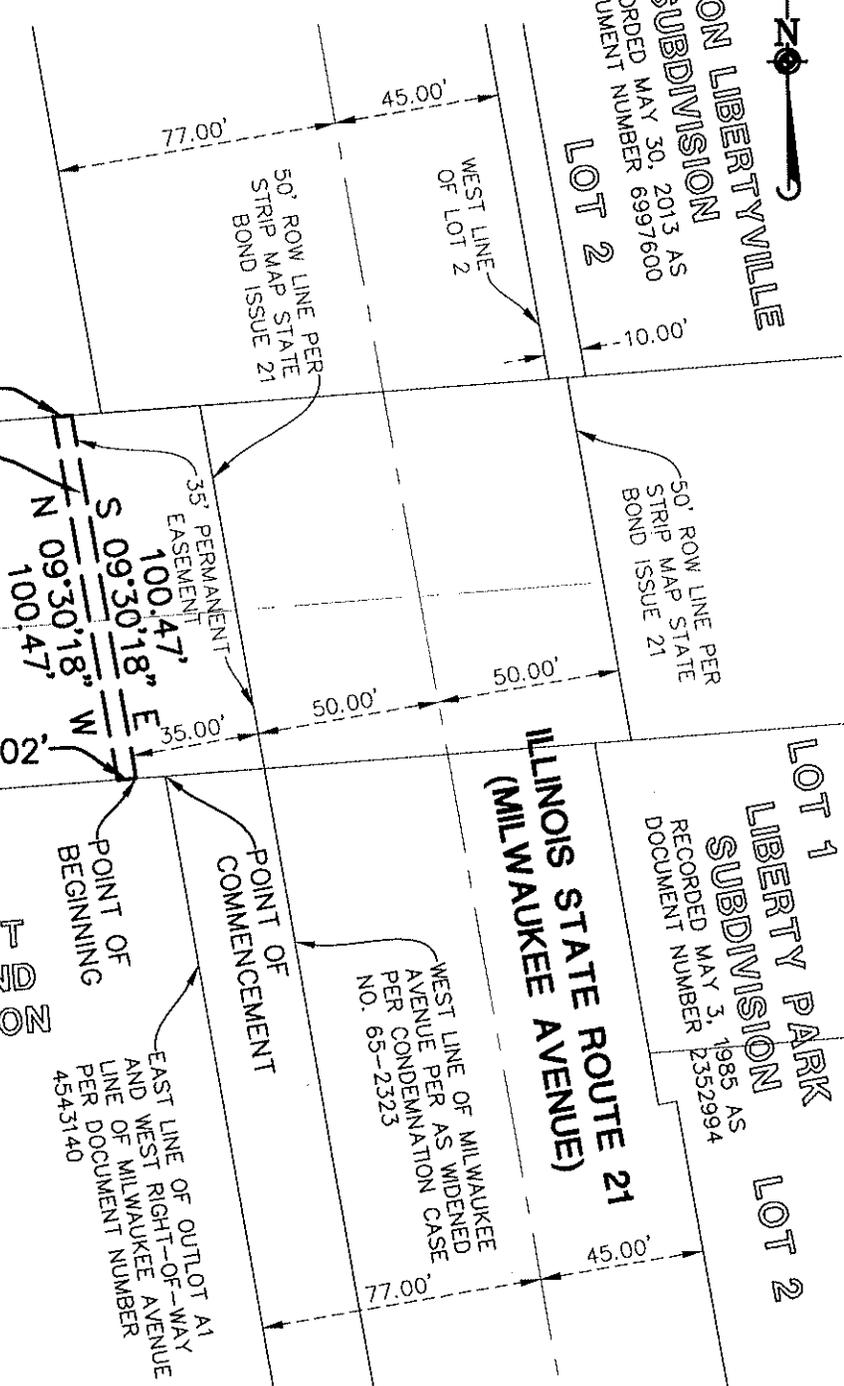
**ELGIN JOLIET AND EASTERN RAILWAY**

S 86°03'33" W 5.02'

**THE RESIDENCES AT CUNEO MANSION AND GARDENS SUBDIVISION**

RECORDED JUNE 6, 2017  
 AS DOCUMENT NUMBER  
 7400290

**OUTLOT A1**



**LOT 1**  
**LIBERTY PARK**  
**SUBDIVISION**  
 RECORDED MAY 3, 1985 AS  
 DOCUMENT NUMBER 2352994

**ILLINOIS STATE ROUTE 21**  
**(MILWAUKEE AVENUE)**

WEST LINE OF MILWAUKEE AVENUE PER AS WIDENED PER CONDEMNATION CASE NO. 65-2323

POINT OF COMMENCEMENT  
 EAST LINE OF OUTLOT A1 AND WEST RIGHT-OF-WAY OF MILWAUKEE AVENUE PER DOCUMENT NUMBER 45-43140

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 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

|                                 |          |
|---------------------------------|----------|
| THE RESIDENCES AT CUNEO MANSION |          |
| VERNON HILLS, ILLINOIS          |          |
| TEMPORARY EASEMENT              |          |
| PROJ. MGR.:                     | TJM      |
| DRAWN BY:                       | RC       |
| DATE:                           | 03/13/19 |
| SCALE:                          | 1"=50'   |
| SHEET                           |          |
| <b>EXHIBIT B2</b>               |          |
| PULVH                           |          |

09:36 Dwg Name: \\mc-10-nas\Projects-VH\Pulv\dwg\Surv\Final Drawings\Exhibits\Surv\Pulv\RR PE-EXHIBIT B2.dwg Updated By: RCompean