

**RESOLUTION NO. 06-2024**

**RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT TO  
ACCEPT A PORTION OF THE FREEMAN ROAD IMPROVEMENTS  
FOR THE CONSERVANCY DEVELOPMENT**

**WHEREAS**, Developer owns the +/- 914-acre property generally located southwest of the intersection of Hunter Road and Kreutzer Road in Gilberts, Illinois ("**Property**"); and

**WHEREAS**, Developer has begun the multi-phase construction of a residential development on the Property containing single-family homes, townhomes, and related infrastructure and improvements, commonly known as the Conservancy Development ("**Development**"); and

**WHEREAS**, the Development is subject to a variety of ordinances and agreements, including without limitation, an Annexation and Development Agreement and amendments thereto ("**Annexation Agreement**"), a Public Improvements Agreement ("**PIA**"), and various subdivision and zoning ordinance approvals; and

**WHEREAS**, pursuant to the Annexation Agreement and the PIA, as well as the Village's subdivision regulations, Developer is required to construct certain public improvements to serve the Development, including without limitation, the widening of Freeman Road to the extent necessary for turn lane intersection improvements at Galligan Road ("**Freeman Road Project**"); and

**WHEREAS**, Developer has completed nearly all of the Freeman Road Project, except for a portion of the Project at the intersection of Freeman Road and Galligan Road ("**Remaining Work**"); and

**WHEREAS**, Developer's delay in completing the Remaining Work is due to the need to relocate existing NICOR facilities that interfere with the completion of the Freeman Road Project as well as uncertainty as to a Kane County Department of Transportation future road work project on and around the intersection of Freeman and Galligan Roads; and

**WHEREAS**, Developer has asked the Village to accept the completed portion of the Freeman Road Project, and has agreed to post security with the Village for the costs of the Remaining Work which includes the costs of relocating NICOR's facilities; and

**WHEREAS**, the Village is willing to accept the completed portion of the Freeman Road Project, subject to the terms and conditions of the Partial Acceptance Agreement attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, IN KANE COUNTY, ILLINOIS**, as follows:

**Section 1. Approval of Agreement.** The Village Board hereby approves the Partial Acceptance Agreement (Freeman Road) attached to this Agreement as **Exhibit A**. The Agreement will not take effect until after all of the following conditions have been met: (1) the Agreement is executed by both parties; (2) Developer posts the required security for the Remaining Work in the amount set forth in the Agreement; and (3) Developer posts maintenance security for the Completed Portion of Freeman Road in the amount set forth in the Agreement.

**Section 2. Effective Date.** Upon its passage and approval according to law, this Resolution shall, by authority of the Board of Trustees, be published in pamphlet form.

**PASSED BY THE BOARD OF TRUSTEES** this 16<sup>th</sup> day of January, 2024, as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Robert Vanni	X	_____	_____	_____
Trustee Robert Chapman	_____	_____	X	_____
Trustee Justin Redfield	X	_____	_____	_____
Trustee Jeanne Allen	X	_____	_____	_____
Trustee Frank Marino	_____	_____	X	_____
Trustee Brandon Coats	_____	_____	X	_____
President Guy Zambetti	X	_____	_____	_____



APPROVED THIS 16<sup>th</sup> DAY OF January, 2024.

*Guy Zambetti*  
\_\_\_\_\_  
Guy Zambetti, Village President

(SEAL)  
ATTEST: *Lynda Lange*  
\_\_\_\_\_  
Lynda Lange, Village Clerk



**ENGINEER'S OPINION OF PROBABLE COST  
THE CONSERVANCY - FREEMAN ROAD  
VILLAGE OF GILBERTS  
11/27/2023**

*Costs are based on plans dated 10/15/18 versus observations of work complete as of this date*

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>					
1	Site Clearing / Grubbing / Excavation	1	LUMP SUM	\$75,000.00	\$75,000.00
2	6" Topsoil Respread and Seeding	7,267	SY	\$4.50	\$32,701.50
3	Erosion Control Blanket	7,267	SY	\$2.50	\$18,167.50
4	Seeding Class 2A	1.50	ACRE	\$4,000.00	\$6,000.00
5	Temporary Culvert Inlet Protection	12	EACH	\$500.00	\$6,000.00
6	Silt Curtain	65.00	LF	\$25.00	\$1,625.00
<b>TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>					<b>\$139,494.00</b>
<b>SCHEDULE II - ROADWAY IMPROVEMENTS</b>					
1	Full Depth Sawcut	2,958	LF	\$4.25	\$12,571.50
2	Pavement Removal	1,300	SY	\$12.00	\$15,600.00
3	Variable Depth Pavement Removal	9,066	SY	\$3.75	\$33,997.50
4	Strip Reflective Crack Control	3,118	LF	\$1.25	\$3,897.50
5	Aggregate Base Course - 4"	6,435	SY	\$6.00	\$38,610.00
6	Aggregate Base Course - 6"	1,284	SY	\$13.00	\$16,692.00
7	Bituminous Shoulders - 2.5" Surface Course, N50	1,284	SY	\$14.25	\$18,297.00
8	Bituminous Base Course Superpave - 8"	6,435	SY	\$35.00	\$225,225.00
9	Bituminous Concrete Binder Course Superpave N50 - 2.25"	6,435	SY	\$8.00	\$51,480.00
10	Bituminous Concrete Surface Course Superpave N50 - 1.5"	15,319	SY	\$5.50	\$84,254.50
11	Leveling Binder (Machine Method) Superpave, N50 Allowance	320	TON	\$85.00	\$27,200.00
12	Miscellaneous Pavement Repairs	1	LUMP SUM	\$98,716.00	\$98,716.00
13	Thermoplastic Pavement Marking Letters & Symbols	195	SY	\$12.50	\$2,437.50
14	Thermoplastic Pavement Marking 4"	10,150	LF	\$1.00	\$10,150.00
15	Thermoplastic Pavement Marking 6"	643	LF	\$1.50	\$964.50
16	Thermoplastic Pavement Marking 12"	373	LF	\$2.50	\$932.50
17	Thermoplastic Pavement Marking 24"	26	LF	\$3.50	\$91.00
18	15" RCP Storm Sewer, Class IV	105	LF	\$32.00	\$3,360.00
19	15" Concrete Flared End Section w/Grate	2	EACH	\$1,600.00	\$3,200.00
20	Extend 43" x 68" Elliptical RCP Culvert	8.5	LF	\$500.00	\$4,250.00
21	43"x68" Concrete End Section	1	EACH	\$6,000.00	\$6,000.00
22	Relocation Existing Mailbox	7	EACH	\$500.00	\$3,500.00
23	Relocate Existing Sign	5	EACH	\$500.00	\$2,500.00
24	Guard Rail	48	LF	\$750.00	\$36,000.00
25	Traffic Control	1	LUMP SUM	\$15,000.00	\$15,000.00
<b>TOTAL SCHEDULE II - ROADWAY IMPROVEMENTS</b>					<b>\$714,926.50</b>
<b>TOTAL</b>					<b>\$854,420.50</b>

Prepared By: Manhard Consulting, Ltd.  
700 Springer Drive  
Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

<p><b>Exhibit B: Total Value of Work Completed for Freeman Road Improvements (based on 2018 EOPC)</b></p>
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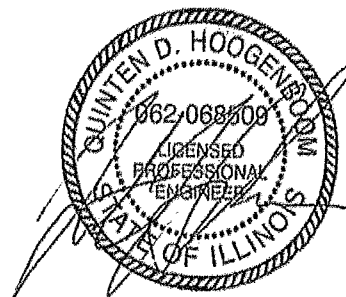
**ENGINEER'S OPINION OF PROBABLE COST**  
**THE CONSERVANCY - FREEMAN ROAD**  
**COST TO COMPLETE**  
**VILLAGE OF GILBERTS**  
**9/29/2023**

*Costs are based on a comparison of the complete roadway plans dated 10/15/2018, versus existing conditions as of this date.*

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>SCHEDULE I - ON-SITE ROADWAY IMPROVEMENTS</b>					
1	Grading and Erosion Control	1	LUMP SUM	\$2,500.00	\$2,500.00
2	Full Depth Sawcut	160	LF	\$4.25	\$680.00
3	Bituminous Surface Removal, 1.5"	244	SY	\$3.75	\$915.00
4	Leveling Binder (Machine Method), N50	1	ALLOWANCE	\$1,000.00	\$1,000.00
5	Aggregate Base Course - 4"	640	SY	\$6.00	\$3,840.00
6	Aggregate Base Course - 6"	66	SY	\$13.00	\$858.00
7	Bituminous Base Course Superpave - 8"	640	SY	\$35.00	\$22,400.00
8	Bituminous Concrete Binder Course Superpave N50 - 2.25'	640	SY	\$8.00	\$5,120.00
9	Bituminous Concrete Surface Course Superpave N50 - 1.5'	884	SY	\$5.50	\$4,862.00
10	Bituminous Shoulders - 2.5" Surface Course, N50	66	SY	\$14.25	\$940.50
11	Thermoplastic Pavement Marking Letters & Symbols	12	SY	\$12.50	\$150.00
12	Thermoplastic Pavement Marking 4"	2,928	LF	\$1.00	\$2,928.00
13	Thermoplastic Pavement Marking 6"	242	LF	\$1.50	\$363.00
14	Thermoplastic Pavement Marking 12"	107	LF	\$2.50	\$267.50
15	Thermoplastic Pavement Marking 24"	24	LF	\$3.50	\$84.00
16	Nicor Equipment/Main Relocation (Cost direct from Nicor)	1	LUMP SUM	\$853,980.00	\$853,980.00
<b>TOTAL SCHEDULE I - ON-SITE ROADWAY IMPROVEMENTS</b>					<b>\$900,888.00</b>
<b>TOTAL</b>					<b>\$900,888.00</b>

Prepared By: Manhard Consulting, Ltd.  
 700 Springer Drive  
 Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees landscaping, dewatering, maintenance, bonds or the like.



9-29-2023  
 EXP 11-30-2023

Exhibit C: Total Value of Work Remaining for Freeman Road Improvements (including NICOR)
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**Exhibit A**

**Agreement**

**PARTIAL ACCEPTANCE AGREEMENT (FREEMAN ROAD)**

THIS AGREEMENT ("*Agreement*") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 ("*Effective Date*") by and between Gilberts Development, LLC, a Delaware limited liability company ("*Developer*") and the Village of Gilberts, an Illinois municipal corporation ("*Village*") (collectively, the Developer and Village are the "*Parties*").

**RECITALS**

**WHEREAS**, Developer owns the +/- 914-acre property generally located southwest of the intersection of Hunter Road and Kreutzer Road in Gilberts, Illinois, which property is legally described on **Exhibit A** ("*Property*"); and

**WHEREAS**, Developer has begun the multi-phase construction of a residential development on the Property containing ~~single-family~~ homes, townhomes, and related infrastructure and improvements, commonly known as the Conservancy Development ("*Development*"); and

**WHEREAS**, the Development is subject to a variety of ordinances and agreements, including without limitation, an Annexation and Development Agreement and amendments thereto ("*Annexation Agreement*"), a Public Improvements Agreement ("*PIA*"), and various subdivision and zoning ordinance approvals; and

**WHEREAS**, pursuant to the Annexation Agreement and the PIA, as well as the Village's subdivision regulations, Developer is required to construct certain public improvements to serve the Development, including without limitation, the widening of Freeman Road to the extent necessary for turn lane intersection improvements at Galligan Road, in the location depicted on **Exhibit B** ("*Freeman Road Project*"); and

**WHEREAS**, Developer has completed nearly all of the Freeman Road Project, except for a portion of the Project at the intersection of Freeman Road and Galligan Road as depicted in **Exhibit C** to this Agreement ("*Remaining Work*"); and

**WHEREAS**, Developer's delay in completing the Remaining Work is due to the need to relocate existing NICOR facilities that interfere with the completion of the Freeman Road Project as well as uncertainty as to a Kane County Department of Transportation future road work project on and around the intersection of Freeman and Galligan Roads; and

**WHEREAS**, Developer has asked the Village to accept the completed portion of the Freeman Road Project, and has agreed to post security with the Village for the costs of the Remaining Work which includes the costs of relocating NICOR's facilities; and

**WHEREAS**, the Village is willing to accept the completed portion of the Freeman Road Project, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Developer and Village agree as follows:

**Section 1. Recitals and Exhibits.** The foregoing recitals and all exhibits attached to this Agreement are incorporated as though fully set forth in this Section 1.

**Section 2. Conveyance of Completed Portion of Freeman Road.** Developer hereby conveys and warrants all right, title, and interest in the completed portion of the Freeman Road Project, as depicted on **Exhibit D** ("***Completed Portion of Freeman Road***"), for public use and benefit (but not the underlying or adjacent utility, sanitary sewer, drainage, public improvements, or any other roads), free and clear of all liens, claims, encumbrances, and restrictions and has provided to the Village all lien waivers for this work. Developer and its respective successors, parents, predecessors, insurers, heirs, assigns, agents, representatives, shareholders, members, officers, and directors, agree to indemnify and hold the Village harmless from all liability, loss, or damage of any nature, including attorneys' fees and expenses, either now or in the future, arising from any lien claim, encumbrance, or restriction on the Completed Portion of Freeman Road existing prior to the effective date of this Agreement.

**Section 3. Acceptance of Completed Portion of Freeman Road.** Subject to the Developer complying with this Agreement's terms, including, without limitation, those set forth in Sections 2 and 4, the Village Board agrees to accept the Completed Portion of Freeman Road. Nothing in this Agreement excuses Developer from its obligation to complete the entire Freeman Road Project as described in and required by the Annexation Agreement, PIA, and other approvals and regulations, or to complete any of the other required public improvements for the Development, all at Developer's sole cost and expense.

**Section 4. Security for the Remaining Work.** As a condition to the approval and execution of this Agreement, Developer has posted and agrees to maintain performance security in the amount of \$1,126,110.00, as approved by the Village Engineer, to secure the completion of the Remaining Work, including the NICOR relocation costs ("***Posted Security***"). Upon notification by the Village that the Posted Security is no longer sufficient to secure the costs of the Remaining Work (including the NICOR relocation costs), Developer agrees to increase the Posted Security in an amount requested by the Village within 14 days of the Village's request. Developer will be responsible for the entire costs of the Remaining Work (including the NICOR relocation costs), including any costs that exceed the amount of the Posted Security.

**Section 5. Maintenance Security.** Developer agrees to post maintenance security for the completed portion of the Freeman Road Project as required by the Annexation Agreement and PIA and in the amount of \$85,442.05, as approved by the Village Engineer, which maintenance security must remain in place and be valid for 12 months ("***Maintenance Security***").

**Section 6. Enforcement.** The Village may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement.

**Section 7. General Provisions.**

A. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are exclusive of any other rights, remedies, or benefits allowed by law or contained in other agreements or approvals governing the Development.

B. **Governing Law.** This Agreement will be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement or the Property will be in the Illinois Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

C. **Assignment.** The Developer may not assign, convey, transfer or otherwise alienate any of the Developer's rights or obligations under this Agreement without the Village's prior written consent.

D. **Interpretation.** This Agreement will be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

E. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.

F. **Authority to Execute.** The Village hereby warrants and represents to the Developer that the person executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of the Village. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer to the Property are subject.

G. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or will confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

H. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original document, which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed on the date first above written.

**GILBERTS DEVELOPMENT, LLC,**  
a Delaware limited liability company

**VILLAGE OF GILBERTS,**  
an Illinois municipal corporation

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

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

Village Administrator

Its \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**Exhibit A**

**Legal Description of the Property**

PARCEL 1:

THE WEST 87 LINKS OF GOVERNMENT LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 4 RODS OF THE EAST 3 RODS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11 TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, SAID PARALLEL LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN AND BELVIDERE ELECTRIC COMPANY IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 7:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 9:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF

THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

PARCEL 10:

THE NORTH HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 4 RODS OF THE WEST 3 RODS THEREOF) OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF RUTLAND, KANE COUNTY, ILLINOIS.

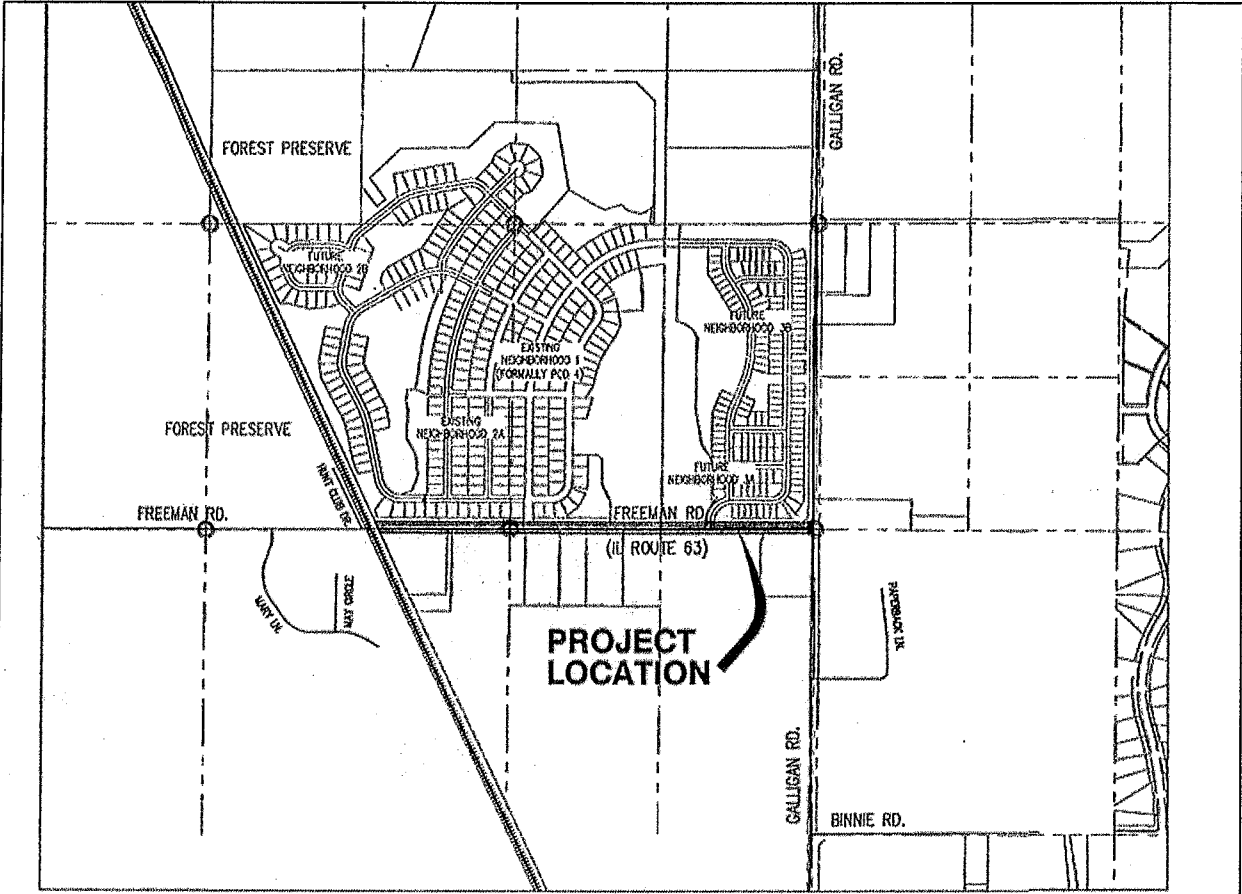
PARCEL 11:

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, (EXCEPT THE WEST 87 LINKS OF THE NORTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER AND ALSO EXCEPT THAT PART OF SAID NORTHWEST FRACTIONAL LYING NORTHEASTERLY OF THE CENTER LINE OF HUNTLEY ROAD), ALSO THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN RUTLAND TOWNSHIP, KANE COUNTY, ILLINOIS.

Parcel Identification Numbers: 02-02-100-007; 02-02-100-008; 02-02-300-002; 02-02-300-003; 02-02-300-004; 02-02-400-002; 02-11-100-003; 02-11-100-010; 02-11-200-001; 02-11-200-003; 02-11-200-005; 02-11-200-007; 02-11-300-008; 02-11-400-003; 02-11-400-004; 02-11-400-005; 02-11-475-012; 02-11-425-001; 02-11-475-001; 02-11-425-010; 02-11-401-016; 02-11-296-001; 02-11-401-001; 02-11-401-008; 02-11-401-015; 02-11-350-007; 02-11-404-010; 02-11-475-013; 02-11-401-014; 02-11-401-013; 02-11-401-012; 02-11-401-011; 02-11-401-010; 02-11-401-009; 02-11-401-008; 02-11-401-007; 02-11-401-006; 02-11-401-005; 02-11-401-004; 02-11-401-003; 02-11-401-002; 02-11-296-002; 02-11-402-001; 02-11-402-002; 02-11-402-003; 02-11-348-001; 02-11-402-004; 02-11-348-002; 02-11-402-005; 02-11-348-003; 02-11-348-004; 02-11-350-006; 02-11-350-005; 02-11-350-004; 02-11-404-004; 02-11-350-003; 02-11-404-003; 02-11-350-002; 02-11-404-002; 02-11-350-001; 02-11-404-0011 02-11-404-006; 02-11-404-007; 02-11-404-008; 02-11-404-009; 02-11-451-001; 02-11-451-011; 02-11-451-002; 02-11-451-012; 02-11-451-003; 02-11-451-013; 02-11-451-004; 02-11-451-014; 02-11-451-005; 02-11-451-015; 02-11-451-006; 02-11-451-016; 02-11-451-007; 02-11-451-017; 02-11-451-008; 02-11-451-018; 02-11-451-009; 02-11-451-019; 02-11-451-010; 02-11-451-020; 02-11-349-001; 02-11-349-002; 02-11-349-003; 02-11-349-004; 02-11-349-005; 02-11-349-006; 02-11-349-007; 02-11-349-008; 02-11-349-009; 02-11-403-001; 02-11-403-002; 02-11-403-003; 02-11-403-004; 02-11-403-005; 02-11-403-006; 02-11-403-007; 02-11-403-008; 02-11-403-009; 02-11-405-001; 02-11-405-002; 02-11-405-003; 02-11-405-004; 02-11-405-005; 02-11-405-006; 02-11-405-007; 02-11-405-008; 02-11-405-009; 02-11-405-010; 02-11-405-011; 02-11-405-012; 02-11-405-013; 02-11-405-014; 02-11-405-015; 02-11-405-015; 02-11-405-016; 02-11-405-017; 02-11-405-018; 02-11-405-019; 02-11-425-002; 02-11-425-003; 02-11-425-004; 02-11-425-005; 02-11-425-006; 02-11-425-007; 02-11-425-008; 02-11-425-009; 02-11-425-010; 02-11-425-011; 02-11-425-012; 02-11-425-013; 02-11-425-014; 02-11-425-015; 02-11-425-016; 02-11-425-017; 02-11-425-018; 02-11-425-019; 02-11-425-020; 02-11-452-001; 02-11-452-002; 02-11-452-003; 02-11-452-004; 02-11-452-005; 02-11-452-006; 02-11-452-007; 02-11-452-008; 02-11-452-009; 02-11-452-010; 02-11-452-011; 02-11-452-012; 02-11-452-013; 02-11-452-014; 02-11-452-015; 02-11-452-016; 02-11-452-017; 02-11-452-018; 02-11-452-019; 02-11-475-002; 02-11-475-003; 02-11-475-004; 02-11-475-005; 02-11-475-006; 02-11-475-007; 02-11-475-008; 02-11-475-009; 02-11-475-010; 02-11-475-011

**Exhibit B**

**Depiction of Location of Freeman Road Project**



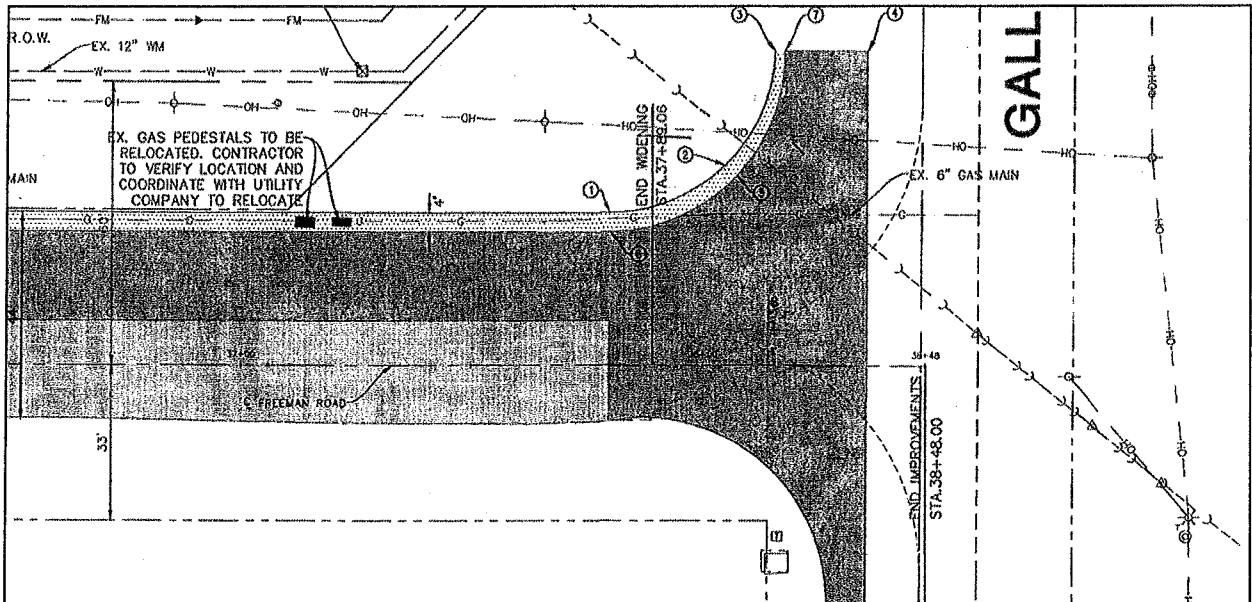
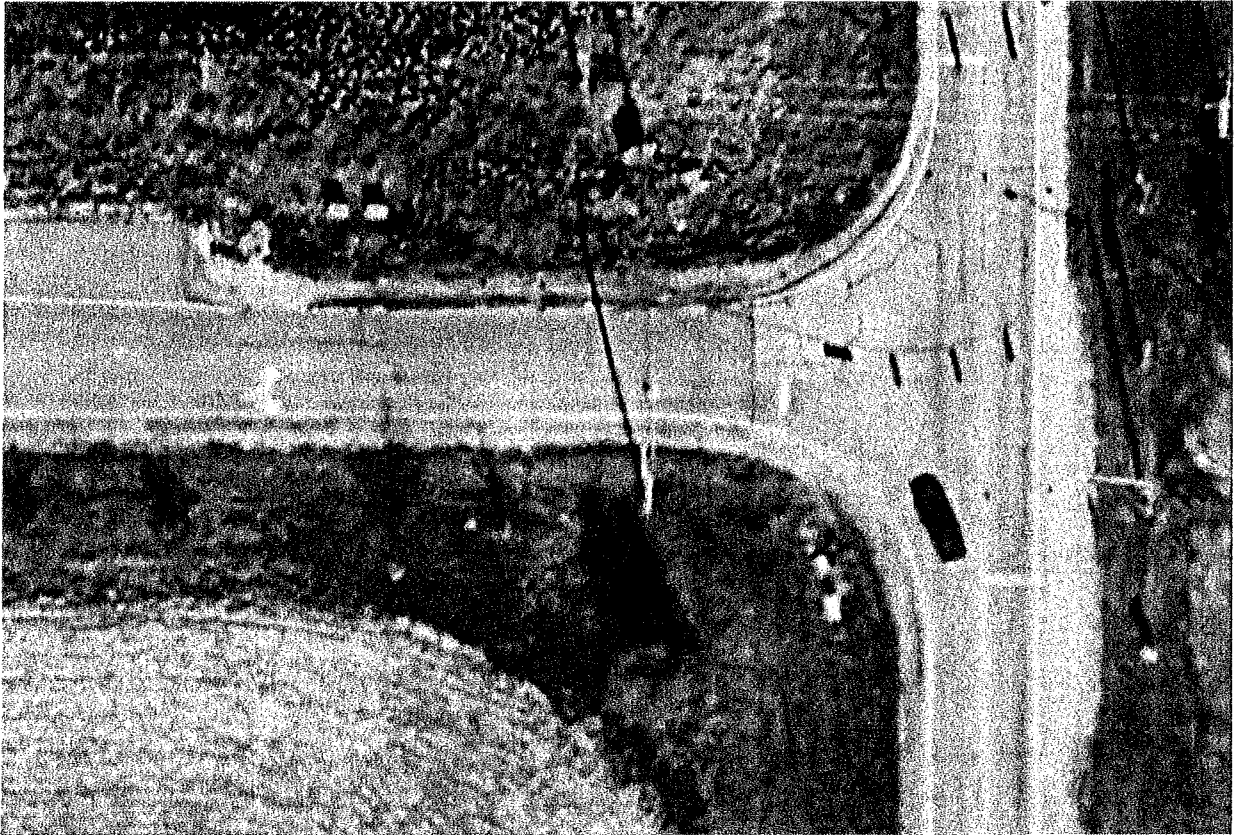
**LOCATION MAP**

N.T.S.

**FREEMAN ROAD STA.00+00 TO STA.38+48.00  
(TOTAL LENGTH: 3,848.00 FEET 0.73 MI)**

Exhibit C

Remaining Work on Freeman Road Project



**Exhibit D**

**Completed Portion of Freeman Road Project**

*ATTACH*