

RESOLUTION NO. 20898

Background

International Standards for the Professional Practice of Internal Auditing Standards, the Fiscal Control and Internal Auditing Act ("FCIAA"), and the State Internal Audit Advisory Board ("SIAAB") require that The Illinois State Toll Highway Authority's (the "Tollway") Internal Audit Plan be presented to the Executive Director and the Board of Directors on an annual basis. The Executive Director has approved the 2016-2017 Internal Audit Plan and the Internal Audit Charter. The Audit Committee has recommended placing the Internal Audit Plan on the Board Agenda for consideration and approval by the Board of Directors.

Resolution

Whereas, the proposed 2016-2017 Internal Audit Plan and Internal Audit Charter have been reviewed and approved by the Tollway's Executive Director and by the Audit Committee on December 4, 2015, the Board of Directors hereby determines it is in the best interest of the Tollway to adopt, as presented, the 2016-2017 Internal Audit Plan and Internal Audit Charter for a period of two years beginning January 1, 2016.

Approved by: _____

Chairman

RESOLUTION NO. 20899

Background

WHEREAS, the State of Illinois has long considered a northern extension of Illinois Route 53 through central Lake County. Since the early 1960s, many state and local agencies, including the Illinois State Toll Highway Authority (the Tollway), have been involved in planning for improvements in the Central Lake County Corridor. Over the years, growth in population, increasing environmental pressures, desires for new economic development and rising congestion have led to a revival of the conversation about improvements in this corridor. That conversation has also led to support for improvements to Illinois Route 120. The proposed northern extension of Illinois Route 53, along with proposed improvements to Illinois Route 120, has come to be known as the Illinois Route 53/120 project (or the Project); and

WHEREAS, the Chicago Metropolitan Agency for Planning (“CMAP”) in the GO TO 2040 comprehensive regional plan ranks the Illinois Route 53/120 project the highest among all priority projects in its effect on relieving region wide congestion. The GO TO 2040 plan calls for a 21st Century urban highway – a modern boulevard with a smaller footprint to minimize potential negative impacts to the natural environment and the character of nearby communities; and

WHEREAS, the Tollway established an Illinois Route 53/120 Blue Ribbon Advisory Council (“BRAC”) in the fall of 2011, comprised of representatives from government, business, labor, planning and environmental groups, to develop a regional consensus on whether the Tollway should move forward with a plan to advance the Project consistent with the CMAP concept; and

WHEREAS, on June 7, 2012, the BRAC formally adopted, and has since indicated its continued support for, the “Illinois Route 53/120 Project: Blue Ribbon Advisory Council Draft Resolution and Summary Report” (BRAC Report); and

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Background - continued

WHEREAS, the BRAC Report identified the need for two committees – the Finance Committee and Land Use Committee – to evaluate the next phase of project development. The Finance Committee recognized that a successful financial plan for the Project must rely on a variety of funding sources, and the Finance Committee finalized its report on or about April 15, 2015. The Land Use Committee recognized that by working together and using the data, guidance and recommendations presented in the draft Corridor Land Use Strategy, the municipalities, agencies and stakeholders can achieve better future outcomes within the Illinois Route 53/120 Corridor. The Land Use Committee completed a draft of its report in November 2015; and

WHEREAS, the Tollway has reviewed the BRAC Report, and the Reports of the Finance Committee and Land Use Committee, and desires to partner with other interested agencies in the next phase of Project development, which will consist of the preparation of an Environmental Impact Statement (“EIS”), pursuant to the National Environmental Policy Act (“NEPA”) and its implementing regulations; and

WHEREAS, the BRAC Report recommended a detailed design concept that includes consideration of the following:

- An innovative “modern boulevard” design with specific design and performance standards that preserve the environment and nearby communities, as well as enhance regional connectivity;
- Context sensitive roadway designs that, rather than applying the same design to the entire length of roadway, respond to the environment and the communities around the right of way, so as to balance the goals of environmental and open space preservation, mobility and accessibility;

RESOLUTION NO. 20899

Background - continued

- Measures to respect and preserve the land by creating restoration and monitoring plans, land preservation actions, and a corridor plan; and
- Robust public involvement and a systematic interdisciplinary approach with many opportunities for input from county leaders, municipalities, citizen groups, community advocates, the business community, environmental groups, and the general public, including through presentations, public meetings, a project website, and other engagement tools.

Resolution

NOW THEREFORE BE IT RESOLVED that the Board charges and directs Tollway staff to partner with the Federal Highway Administration (“FHWA”), the Illinois Department of Transportation (“IDOT”) and the Lake County Division of Transportation (“LCDOT”) and initiate the preparation of an EIS for the Illinois Route 53/120 project in FY2016.

BE IT FURTHER RESOLVED that a reasonable range of alternatives, as required by applicable federal and state regulations, will be considered for the Project, and the EIS will take into account the findings and recommendations of the BRAC Report.

BE IT FURTHER RESOLVED that the Tollway shall, as a part of the EIS process and consistent with the public involvement requirements of NEPA, engage in a robust program of public involvement and a systematic interdisciplinary approach with many opportunities for input from county leaders, municipalities, citizen groups, community advocates, the business community, environmental groups, and the general public.

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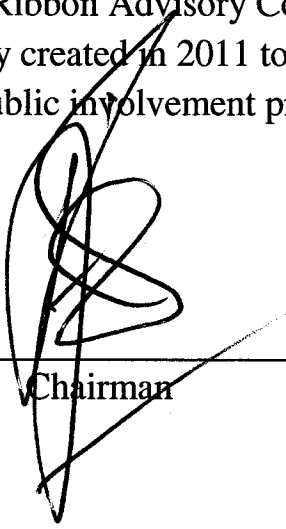
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Resolution - continued

BE IT FURTHER RESOLVED that the Tollway will, in conjunction with the current Blue Ribbon Advisory Council Co-Chairs, reconstitute members of the Council originally created in 2011 to serve as an additional stakeholder group as a part of the EIS public involvement process.

Approved by: _____

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Chairman

RESOLUTION NO. 20900

Background

Article VII, Section 710, of the "Amended and Restated Trust Indenture (March 31, 1999)" ("Trust Indenture") of The Illinois State Toll Highway Authority ("Tollway") requires that the Board of Directors of the Tollway adopt an Annual Budget for each Fiscal Year. Section 713 of the Trust Indenture requires, among other things, that tolls for the use of the Tollway System be at rates not less than that set forth in an established schedule of tolls meeting the requirements of said Section 713 and that the Tollway shall cause the Traffic Engineers to make a written estimate of the revenues from tolls for the last four months of the current fiscal year and for the ensuing fiscal year, and that the Tollway complete a review of its financial condition.

Section 10(c) of the Toll Highway Act provides in part that the Tollway, in fixing the rate for tolls for the privilege of using the toll highways, is authorized and directed, in fixing such rates, to base the same upon estimates to be made, recorded and filed with the Tollway that include the estimated total amount of the use of the toll highways and the estimated amount of the revenue to be derived therefrom, so that said revenue, when added to all other receipts and income, will be sufficient to pay the expense of maintaining and operating said toll highways, including the administrative expenses of the Tollway, and to discharge all obligations of the Tollway as they become due and payable.

Section 19 of the Toll Highway Act requires, in part, that the Tollway fix and revise, from time to time, tolls or charges or rates for the privilege of using the toll highways at rates calculated to provide the lowest reasonable toll rates that will provide funds sufficient with other revenues of the Tollway to pay (a) the cost of the construction of a toll highway authorized by joint resolution of the General Assembly pursuant to Section 14.1 of the Toll Highway Act and the reconstruction, major repairs or improvements of toll highways, (b) the cost of maintaining, repairing, regulating and operating the toll highways including only the necessary expenses of the Tollway, and (c) the principal of all bonds, interest

RESOLUTION NO. 20900

continued - Background

thereon and all sinking fund requirements and other requirements provided by resolutions authorizing the issuance of the bonds as they shall become due.

The Chief of Finance has completed a review of the financial condition of the Tollway taking into consideration the requirements of the Tollway's Trust Indenture and the Toll Highway Act, including estimates of the Traffic Engineer filed with the Tollway, and has heretofore provided information and recommendations to the Board of Directors regarding the tolls to be charged for the use of the Tollway System taking into consideration the Operating Expense Budget, the Renewal and Replacement Deposit, the Improvement Requirement, and the debt service obligations of the Tollway.

Resolution

1. The amount budgeted for Operating Expenses of The Illinois State Toll Highway Authority for the fiscal year 2016 is \$321,806,600 in the estimated classifications and divisions as set forth below:

Business Systems	\$ 65,355,400
Diversity and Strategic Development	\$ 2,577,200
Engineering Management, Planning and Infrastructure Maintenance	\$ 77,914,500
Executive Management, Policy Administration and Community Relations	\$ 7,725,100
Financial Services, Investments and Insurance Management	\$ 52,621,300
Internal Audit	\$ 917,000
Information and Communication Technology	\$ 14,497,400

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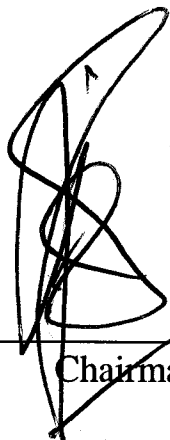
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Inspector General	\$ 915,200
Legal Services	\$ 1,978,200
Operational Services, Toll Collection and Cash Handling	\$59,775,400
Procurement	\$ 4,582,000
State Police and Public Safety	\$32,947,900
Total Operating Expense Budget	\$321,806,600

2. The amount budgeted for the Required Renewal and Replacement Deposit for the fiscal year 2016, as recommended by the Consulting Engineer, is \$300,000,000.

3. The current toll rate schedules heretofore established for the use of the toll highways are determined to be proper in accordance with the Tollway's Trust Indenture and are determined to be at the lowest reasonable rate in accordance with the Toll Highway Act.

Approved by:



Chairman

RESOLUTION NO. 20901

Background

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended (the "Act") and the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (the "Tollway") and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the "Trustee"), effective March 31, 1999 as supplemented and amended to the date of adoption of this Resolution (the "Trust Indenture") the Tollway is authorized to issue its revenue bonds for any lawful purpose.

Pursuant to the Ninth Supplemental Indenture dated as of November 1, 2007 as amended on March 1, 2008 and as amended and restated in the Amended and Restated Ninth Supplemental Indenture dated as of March 1, 2011 between the Tollway and the Trustee (the "Amended and Restated Ninth Supplemental Indenture"), which supplemented and amended the Trust Indenture, the Tollway issued its Toll Highway Variable Rate Senior Priority Revenue Bonds including, among other sub-series, 2007 Series A-1b in the aggregate principal amount of \$175,000,000 (the "2007A-1b Bonds").

Pursuant to the Tenth Supplemental Indenture dated as of February 1, 2008 as amended and restated in the Amended and Restated Tenth Supplemental Indenture dated as of February 1, 2011 between the Tollway and the Trustee, (the "Amended and Restated Tenth Supplemental Indenture"), which supplemented and amended the Trust Indenture, the Tollway issued its Toll Highway Variable Rate Senior Refunding Revenue Bonds 2008 Series A-1a in the aggregate principal amount of \$191,500,000 (the "2008A-1a Bonds"), 2008 Series A-1b in the aggregate principal amount of \$191,600,000 (the "2008A-1b Bonds") and 2008 Series A-2 in the aggregate principal amount of \$95,800,000 (the "2008A-2 Bonds").

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continued - Background

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-1a Bonds (the "2008A-1a Liquidity Agreement") among the Tollway, the Trustee and JPMorgan Chase Bank, National Association (as the "2008A-1a Liquidity Provider"), the 2008A-1a Liquidity Provider is providing, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-1a Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 5, 2016 (the "2008A-1a Stated Expiration Date").

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 7, 2014 related to the 2008A-1b Bonds (the "2008A-1b Liquidity Agreement") among the Tollway, the Trustee and Bank of America, N.A. (the "2008A-1b Liquidity Provider"), the 2008A-1b Liquidity Provider is providing, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-1b Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 5, 2016 (the "2008A-1b Stated Expiration Date").

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-2 Bonds (the "2008A-2 Liquidity Agreement") among the Tollway, the Trustee and JPMorgan Chase Bank, National Association (as the "2008A-2 Liquidity Provider"), the 2008A-2 Liquidity Provider is providing, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-2 Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 5, 2016 (the "2008A-2 Stated Expiration Date").

Pursuant to the terms of a Reimbursement Agreement dated as of March 1, 2014 related to the 2007A-1b Bonds (the "2007A-1b Reimbursement

RESOLUTION NO. 20901

continued - Background

Agreement") between the Tollway and Mizuho Bank, Ltd. (the "2007A-1b Credit Provider"), the 2007A-1b Credit Provider issued a Letter of Credit dated March 18, 2014 securing the 2007A-1b Bonds (the "2007A-1b Credit Facility"), as described in the Amended and Restated Ninth Supplemental Indenture, until March 18, 2016 (the "2007A-1b Stated Expiration Date").

Resolution

The Chair, Executive Director, Chief of Finance and General Counsel of the Tollway (each, an "Authorized Officer") are each hereby authorized and directed to do all such acts and things and to execute and deliver all such documents, agreements and certificates and perform such other acts as may be deemed necessary or desirable to effectuate extensions of each of the 2008A-1a Stated Expiration Date, 2008A-1b Stated Expiration Date, and 2008A-2 Stated Expiration Date from February 5, 2016 to a date not exceeding February 3, 2017, and the 2007A-1b Stated Expiration Date from March 18, 2016 to a date not exceeding March 16, 2017, provided that the per annum commitment fee applicable to any such extension does not exceed the lesser of: (i) the current per annum commitment fee before any such extension; and (ii) 44 basis points, and provided further that for any extension beyond six months, the Tollway will have the ability to terminate the applicable liquidity agreement or credit facility on or after six months without incurring any fee for early termination. For each extension, the Tollway is authorized to reimburse the applicable provider for related legal expenses in an amount not to exceed \$7,000 per extension.

All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution are in all respects approved and confirmed. All resolutions or parts of resolutions in

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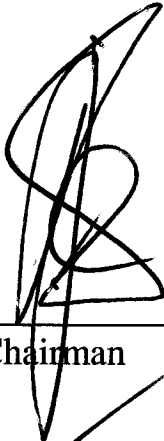
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continued - Resolution

conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

Approved by:



Chairman

RESOLUTION NO. 20902

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Microsoft SQL and Dynamics AX Software Licenses, Maintenance, and Support through the Central Management Services ("CMS") master contract with CDW Government LLC (CDW-G) (Tollway Contract No. 15-0165) for an upper limit of compensation not to exceed \$384,369.48. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Microsoft SQL and Dynamics AX Software Licenses, Maintenance, and Support from CDW Government LLC (CDW-G) (Tollway Contract No. 15-0165) is approved in an amount not to exceed \$384,369.48. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20903


Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Crack-Sealing Material. Pursuant to the Tollway's Invitation for Bids No. 15-0051, the Tollway has determined that Chicago United Industries, Ltd. is the lowest responsible bidder for Crack-Sealing Material for an upper limit of compensation not to exceed \$356,700.00.

Resolution

The bid from Chicago United Industries, Ltd. for the purchase of Crack-Sealing Material is accepted. Contract No. 15-0051 is approved in an amount not to exceed \$356,700.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20904

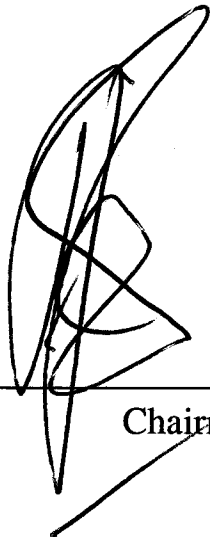
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services, on Illinois Route 390 from Arlington Heights Road to Lively Boulevard, on Contract No. I-15-4655. Civiltech Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,340,261.78. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Civiltech Engineering, Inc. to obtain Construction Management Services, for Contract No. I-15-4655, with an upper limit of compensation not to exceed \$6,340,261.78, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20905

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Services Upon Request, on the Elgin O'Hare Western Access (EOWA), on Contract No. I-15-4654. Infrastructure Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Infrastructure Engineering, Inc. to obtain Construction Management Services, for Contract No. I-15-4654, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20906

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Materials Engineering Services Upon Request, Systemwide, on Contract No. RR-15-4242. State Materials Engineering LLC, dba S.T.A.T.E. Testing, LLC, has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with State Materials Engineering LLC, dba S.T.A.T.E. Testing, LLC, to obtain Materials Engineering Services, for Contract No. RR-15-4242, with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20907

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20217 approved January 23, 2014, entered into an Agreement with Accurate Group, Inc. on Contract RR-13-5682 for Construction Management Upon Request, Systemwide.

Per Tollway request, Accurate Group, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-13-5682, increasing the contract upper limit by \$285,000.00 from \$5,000,000.00 to \$5,285,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Accurate Group, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Accurate Group, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20908

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20600 approved on February 26, 2015 entered into an Agreement for Contract No. I-14-4648 with Benchmark Construction Co., Inc. for Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) Water Main Relocation on the Jane Addams Memorial Tollway (I-90) from Milepost 73.5 (Elmhurst Road) to Milepost 74.3 (Higgins Creek). This Change Order provides for additional quantity of special waste disposal.

Resolution

The Change Order in the amount of \$450,000.00 and the associated increase in the upper limit of compensation on Contract No. I-14-4648 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20909

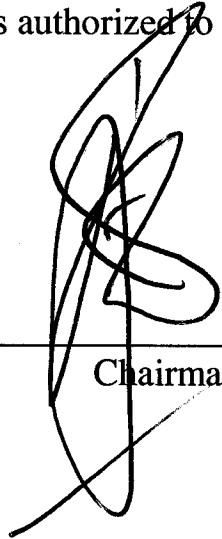
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20389 approved on June 26, 2014, entered into an Agreement for Contract No. I-13-4607 with Judlau Contracting, Inc. for New Interchange Construction on Illinois Route 390 from Milepost 12.0 to Milepost 12.9 (I-290 Interchange). This Change Order provides for additional lime quantities to improve material with excessive moisture.

Resolution

The Change Order in the amount of \$283,358.46 and the associated increase in the upper limit of compensation on Contract No. I-13-4607 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20910

Background

The Illinois State Toll Highway Authority ("Tollway") owns real estate which was necessary for the construction of the Veterans Memorial Tollway (I-355 South Extension). The properties at issue include parcels situated near 151st, 163rd and 167th Streets (collectively, the "Properties"). The City of Lockport ("City") owns the local streets which adjoin the Properties and it currently has maintenance jurisdiction over the Properties.

It is in the best interest of both of the parties for the Tollway to transfer ownership of the Properties, and the associated legal responsibilities, to the City for its roadway and municipal purposes. These transfers will be made at no cost to either party.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the City of Lockport in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE CITY OF LOCKPORT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 20__, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE CITY OF LOCKPORT, a municipal corporation of the State of Illinois, hereinafter called the "CITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the Veterans Memorial Tollway (I-355) by extending it from I-55 to I-80 (hereinafter sometimes referred to as "Toll Highway" or "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY, owns real property which was necessary for the construction of the PROJECT and associated improvements, including but not limited to portions of 151st Street, 163rd Street and 167th Street; and

WHEREAS, the CITY owns the majority of the 151st Street and 163rd Street right of way; and

WHEREAS, the ILLINOIS TOLLWAY currently owns properties which fall within the jurisdiction of the CITY for which the CITY has assumed maintenance responsibilities; and

WHEREAS, it is not anticipated that the ILLINOIS TOLLWAY properties, (hereinafter referred to as the "PROPERTIES"), which are located on 151st Street, 163rd Street and south of 167th Street, will be required for Toll Highway maintenance, operations or future construction improvements and therefore considered excess to the needs of the ILLINOIS TOLLWAY; and

WHEREAS, it is in the best interest of the PARTIES hereto, that the ILLINOIS TOLLWAY transfer title and ownership of the PROPERTIES to the CITY for roadway and municipal use; and

WHEREAS, the ILLINOIS TOLLWAY and the CITY by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as Number 002015-10, desire to determine and establish their respective responsibilities with respect to the right of way transfers; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the CITY by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. TRANSFER OF OBLIGATIONS

- A. The CITY agrees to accept conveyance from the ILLINOIS TOLLWAY of the PROPERTIES identified below and as depicted in the attached Legal Descriptions ("EXHIBIT 1") and Aerial Photos ("EXHIBIT 2").
- B. The ILLINOIS TOLLWAY PROPERTIES affecting roadways either under the maintenance and jurisdiction of the CITY or within the CITY's jurisdictional boundaries (CITY limits) include:
 - 1. Right of way acquired exclusively for improvements to 151st Street.
 - 2. Right of way acquired exclusively for improvements to 163rd Street.
 - 3. Right of way required exclusively for improvements south of 167th Street.
- C. Right of way identified for the above improvements are interests with the following ILLINOIS TOLLWAY root parcel numbers as further identified on EXHIBITS 1 & 2.
- D. The PARTIES mutually agree to cooperate in securing necessary approvals, if any, from the Illinois Department of Transportation and any other agencies required for the transfer of jurisdiction and ownership of the PROPERTIES. Furthermore, the PARTIES agree to cooperate in preparing such documents as may be necessary and convenient to complete the conveyance of the PROPERTIES.
- E. The ILLINOIS TOLLWAY agrees to relocate a portion of the access control fence on Illinois Avenue which borders the ILLINOIS TOLLWAY's M-Yard Plaza at the northeast corner of the site.

II. CONSIDERATION

- A. The PARTIES mutually agree that this conveyance is made in the furtherance of good will between the PARTIES and that additional consideration is not required.

III. CONVEYANCE OF PROPERTIES

- A. The CITY agrees to accept conveyance of the PROPERTIES from the ILLINOIS TOLLWAY via a Quit Claim Deed.
- B. The ILLINOIS TOLLWAY shall convey the PROPERTIES to the CITY, provided, however, that:
 - 1. It is understood that the PROPERTIES at issue were acquired and are being conveyed for roadway or municipal purposes. However, in the event an exception is obtained to public use covenant described in below paragraph 4 and the PROPERTIES are conveyed to a private party, the CITY shall reimburse the ILLINOIS TOLLWAY for any portion of the sale proceeds so conveyed at the fair market rate applicable at the time of conveyance to the private party; and
 - 2. In the event any portion(s) of the PROPERTIES is/are required in the future for Toll Highway improvements, the CITY will re-convey that portion of the PROPERTIES to the ILLINOIS TOLLWAY at no cost to the ILLINOIS TOLLWAY, provided the CITY has not previously conveyed or vacated the same; and
 - 3. The CITY, their successors and assigns agree not to build or cause to be built or erected upon the subject PROPERTIES any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the Chief Engineer of the ILLININOIS TOLLWAY, would in any way interfere with the safe operation of the Illinois State Toll Highway Authority system.
 - 4. It is understood that the aforementioned PROPERTIES were conveyed to the ILLINOIS TOLLWAY by the Illinois Department of Transportation subject to the following restrictive covenant: "Pursuant to 23 CFR 710.409(d), failure to continue public ownership and use of the above described PROPERTIES shall cause the PROPERTIES to revert back to the Illinois Department of Transportation."
 - 5. These provisions may be noted in the deed by the ILLINOIS TOLLWAY to the CITY.

IV. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Lockport and the Illinois State Toll Highway Authority.

- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. In the event of a dispute between CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Mayor of the CITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the PROPERTIES, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- E. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- G. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- H. The failure by the ILLINOIS TOLLWAY or the CITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the CITY unless such provision is waived in writing.
- I. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- J. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the CITY:

The City of Lockport

222 East 9th Street
Lockport, Illinois 60441
Attn: Mayor

- K. The CITY agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the CITY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The CITY further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- L. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE CITY OF LOCKPORT

By: _____

Attest: _____

Steven Streit, Mayor

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois

EXHIBIT 1

NS-703-075.10 EX

THAT PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 41 SECONDS WEST ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 277.70 FEET; THENCE NORTH 01 DEGREE 21 MINUTES 19 SECONDS WEST, 50.17 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 54 SECONDS EAST, 280.00 FEET; THENCE NORTH 72 DEGREES 22 MINUTES 14 SECONDS EAST, 119.64 FEET; THENCE NORTH 80 DEGREES 13 MINUTES 54 SECONDS EAST, 409.13 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 02 SECONDS EAST, 138.23 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 44 SECONDS EAST, 200.13 FEET; THENCE SOUTH 01 DEGREE 42 MINUTES 44 SECONDS EAST, 118.94 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS WEST ON SAID SOUTH LINE, 860.36 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.5697 ACRES (111,935 SQUARE FEET), MORE OR LESS.

NS-703-075.11 EX

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1135.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 36 MINUTES 23 SECONDS WEST, 101.35 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 54 SECONDS EAST, 37.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 151ST STREET WITH THE EAST RIGHT OF WAY LINE OF 1355 AS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY THE JUDGMENT ORDER OF CIRCUIT COURT CASE 96ED7954; THENCE SOUTH 81 DEGREES 27 MINUTES 09 SECONDS EAST, 251.93 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 50 SECONDS EAST, 400.13 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 39 SECONDS EAST, 100.02 FEET; THENCE SOUTH 01 DEGREE 42 MINUTES 44 SECONDS EAST, 41.30 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS WEST ON SAID SOUTH LINE, 786.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.0682 ACRES (46,530 SQUARE FEET), MORE OR LESS.

NS-703-075.6PE

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF WILL, STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 88 DEGREES 38 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7, A DISTANCE OF 277.70 FEET; THENCE NORTH 01 DEGREE 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EXISTING NORTH RIGHT-OF-WAY LINE OF 151ST STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 38 MINUTES 41 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 01 DEGREE 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 27.13 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 54 SECONDS EAST, A DISTANCE OF 288.55 FEET; THENCE NORTH 72 DEGREES 22 MINUTES 14 SECONDS EAST, A DISTANCE OF 118.92 FEET; THENCE NORTH 80 DEGREES 13 MINUTES 54 SECONDS EAST, A DISTANCE OF 410.82 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 139.30 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 44 SECONDS EAST, A DISTANCE OF 198.94 FEET; THENCE SOUTH 04 DEGREES 43 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.08 FEET; THENCE NORTH 87 DEGREES 34 MINUTES 44 SECONDS WEST, A DISTANCE OF 200.13 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 02 SECONDS WEST, A DISTANCE OF 138.23 FEET; THENCE SOUTH 80 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 409.13 FEET; THENCE SOUTH 72 DEGREES 22 MINUTES 14 SECONDS WEST, A DISTANCE OF 119.64 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 54 SECONDS WEST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 01 DEGREE 21 MINUTES 19 SECONDS EAST, A DISTANCE OF 17.17 FEET TO THE POINT OF BEGINNING.

SAID PART CONTAINING 0.2695 ACRE (11,740 SQUARE FEET), MORE OR LESS.

NS-703-075.7PE

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 7; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 728.76 FEET; THENCE NORTH 01 DEGREE 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT IN THE EXISTING NORTH RIGHT-OF-WAY LINE OF 151ST STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.30 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 39 SECONDS WEST, A DISTANCE OF 100.02 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 50 SECONDS WEST; A DISTANCE OF 400.13 FEET; THENCE NORTH 81 DEGREES 27 MINUTES 09 SECONDS WEST, A DISTANCE OF 251.93 FEET; THENCE NORTH 03 DEGREES 35 MINUTES 22 SECONDS WEST, A DISTANCE OF 10.23 FEET; THENCE SOUTH 81 DEGREES 27 MINUTES 09 SECONDS EAST, A DISTANCE OF 253.31 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 399.34 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 39 SECONDS EAST, A DISTANCE OF 109.78 FEET; THENCE SOUTH 01 DEGREE 42 MINUTES 44 SECONDS EAST, A DISTANCE OF 18.09 FEET TO A POINT IN THE SAID EXISTING NORTH RIGHT-OF-WAY LINE OF 151ST STREET; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PART CONTAINING 0.1769 ACRE (7,704 SQUARE FEET), MORE OR LESS.

NS-703-075.8 PE

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 860.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 42 MINUTES 44 SECONDS WEST, 118.94 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 151ST STREET WITH THE WEST RIGHT OF WAY LINE OF I355 AS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY THE JUDGMENT ORDER OF CIRCUIT COURT CASE 96ED7954; THENCE SOUTH 88 DEGREES 04 MINUTES 54 SECONDS EAST, 278.00 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 23 SECONDS EAST, 101.35 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 17 MINUTES 16 SECONDS WEST ON SAID SOUTH LINE, 275.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.6992 ACRE (30,457 SQUARE FEET), MORE OR LESS.

NS-703-107EX

LEGAL DESCRIPTION

THAT PART OF LOT 17, IN THE COUNTY CLERK'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED AUGUST 27, 1949 AS DOCUMENT NO. 660914, OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 01 DEGREE 41 MINUTES 05 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 17, A DISTANCE OF 36.47 FEET; THENCE SOUTH 85 DEGREES 31 MINUTES 09 SECONDS WEST, A DISTANCE OF 124.65 FEET TO THE WEST LINE OF SAID LOT 17; THENCE NORTH 01 DEGREE 41 MINUTES 05 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 17, A DISTANCE OF 42.49 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 124.50 FEET TO THE POINT OF BEGINNING.

SAID PART CONTAINING 0.1128 ACRE (4,915 SQUARE FEET) MORE OR LESS.

NS-703-108EX

LEGAL DESCRIPTION

THAT PART OF LOT 18, IN THE COUNTY CLERK'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED AUGUST 27, 1949 AS DOCUMENT NO. 660914, OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 01 DEGREE 41 MINUTES 05 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 42.49 FEET; THENCE SOUTH 85 DEGREES 31 MINUTES 09 SECONDS WEST, A DISTANCE OF 124.65 FEET TO THE WEST LINE OF SAID LOT 18; THENCE NORTH 01 DEGREE 41 MINUTES 05 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 48.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 18, A DISTANCE OF 124.50 FEET TO THE POINT OF BEGINNING.

SAID PART CONTAINING 0.1300 ACRE (5,665 SQUARE FEET) MORE OR LESS.

NS-703-109EX

LEGAL DESCRIPTION

THAT PART OF LOT 19, IN THE COUNTY CLERK'S SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED AUGUST 27, 1949 AS DOCUMENT NO. 660914, OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 19; THENCE SOUTH 01 DEGREE 41 MINUTES 05 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 19, A DISTANCE OF 48.51 FEET; THENCE SOUTH 85 DEGREES 31 MINUTES 09 SECONDS WEST, A DISTANCE OF 124.65 FEET TO THE WEST LINE OF SAID LOT 19; THENCE NORTH 01 DEGREE 41 MINUTES 05 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 54.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 124.50 FEET TO THE POINT OF BEGINNING.

SAID PART CONTAINING 0.1472 ACRE (6,414 SQUARE FEET), MORE OR LESS.

NS-703-110 EX

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 1325.68 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER, AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON SAID NORTH LINE, 124.68 FEET TO THE NORTHWEST CORNER OF THE EAST 1201.00 FEET OF SAID EAST HALF; THENCE SOUTH 01 DEGREE 41 MINUTES 05 SECONDS EAST ON THE WEST LINE OF THE EAST 1201.00 FEET OF SAID EAST HALF, 54.53 FEET; THENCE SOUTH 85 DEGREES 31 MINUTES 09 SECONDS WEST, 27.93 FEET; THENCE SOUTH 82 DEGREES 04 MINUTES 41 SECONDS WEST, 97.35 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 01 DEGREE 41 MINUTES 25 SECONDS WEST ON SAID WEST LINE, 66.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.1712 ACRES (7,458 SQUARE FEET), MORE OR LESS.

NS-703-111EX

LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1169.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 156.00 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 41 MINUTES 25 SECONDS EAST, ALONG THE SAID EAST LINE, A DISTANCE OF 66.41 FEET; THENCE SOUTH 82 DEGREES 04 MINUTES 41 SECONDS WEST, A DISTANCE OF 156.93 FEET TO THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1012, PAGE 155, RECORDED APRIL 27, 1944; THENCE NORTH 01 DEGREE 41 MINUTES 28 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 83.39 FEET TO THE POINT OF BEGINNING.

SAID PART CONTAINING 0.2682 ACRE (11,684 SQUARE FEET), MORE OR LESS.

NS-703-112 PE

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 880.18 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER R77-26511 RECORDED JULY 26, 1977, AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON SAID NORTH LINE, 222.66 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER R86-49878 RECORDED OCTOBER 24, 1986; THENCE SOUTH 01 DEGREE 41 MINUTES 40 SECONDS EAST ON THE WEST LINE OF SAID TRACT, 86.03 FEET; THENCE SOUTH 86 DEGREES 01 MINUTE 17 SECONDS WEST, 224.88 FEET TO THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER R77-26511 RECORDED JULY 26, 1977; THENCE NORTH 00 DEGREES 27 MINUTES 41 SECONDS WEST ON THE EAST LINE OF SAID TRACT, 94.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.4645 ACRES (20,233 SQUARE FEET), MORE OR LESS.

NS-703-113 EX

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 662.84 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER, AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON SAID NORTH LINE, 197.52 FEET; THENCE SOUTH 01 DEGREE 42 MINUTES 44 SECONDS EAST, 95.63 FEET; THENCE SOUTH 86 DEGREES 01 MINUTE 17 SECONDS WEST, 34.76 FEET; THENCE SOUTH 84 DEGREES 00 MINUTES 12 SECONDS WEST, 163.28 FEET TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 41 MINUTES 40 SECONDS WEST ON SAID WEST LINE, 109.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.4621 ACRES (20,130 SQUARE FEET), MORE OR LESS.

NS-703-113 PE

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 860.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON SAID NORTH LINE, 19.82 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER R77-26511 RECORDED JULY 26, 1977; THENCE SOUTH 00 DEGREES 27 MINUTES 41 SECONDS EAST ON THE EAST LINE OF SAID TRACT, 94.95 FEET; THENCE SOUTH 86 DEGREES 01 MINUTE 17 SECONDS WEST, 17.76 FEET; THENCE NORTH 01 DEGREE 42 MINUTES 44 SECONDS WEST, 95.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.0411 ACRE (1,789 SQUARE FEET), MORE OR LESS.

NS-703-115 EX

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 662.84 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 01 DEGREE 41 MINUTES 40 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 109.20 FEET; THENCE SOUTH 84 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 162.93 FEET; THENCE NORTH 82 DEGREES 58 MINUTES 15 SECONDS WEST, A DISTANCE OF 506.22 FEET TO WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 41 MINUTES 52 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 44.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1.3823 ACRES (60,214 SQUARE FEET), MORE OR LESS.

NS-703-116 PE

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 1102.84 FEET TO THE NORTHEAST CORNER OF THE WEST 440.00 FEET OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER, AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON SAID NORTH LINE, 33.00 FEET TO THE NORTHEAST CORNER OF THE WEST 473.00 FEET OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 41 MINUTES 40 SECONDS EAST ON THE EAST LINE OF THE WEST 473.00 FEET OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER, 84.72 FEET; THENCE SOUTH 86 DEGREES 01 MINUTE 17 SECONDS WEST, 33.03 FEET TO THE EAST LINE OF THE WEST 440.00 FEET OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 41 MINUTES 40 SECONDS WEST ON SAID EAST LINE, 86.03 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.0647 ACRES (2,818 SQUARE FEET), MORE OR LESS.

NS-703-152EX

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 38 MINUTES 41 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 77.47 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 06 SECONDS EAST, 33.00 FEET; THENCE SOUTH 82 DEGREES 58 MINUTES 15 SECONDS EAST, 78.42 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER THAT IS 44.44 FEET SOUTH OF SAID POINT OF BEGINNING, AS MEASURED ALONG SAID EAST LINE; THENCE NORTH 01 DEGREE 41 MINUTES 52 SECONDS WEST, ALONG SAID EAST LINE, 44.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 0.0689 ACRE (3,001 SQUARE FEET), MORE OR LESS.

NS-704-001 EX

THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON THE NORTH LINE OF SAID NORTHEAST QUARTER, 1135.84 FEET TO THE NORTHEAST CORNER OF THE WEST 473.00 FEET OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER, AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST ON SAID NORTH LINE, 33.84 FEET TO THE NORTHWEST CORNER OF THE EAST 156.00 FEET OF THE WEST HALF OF SAID NORTHEAST QUARTER ; THENCE SOUTH 01 DEGREE 41 MINUTES 28 SECONDS EAST ON THE WEST LINE OF THE EAST 156.00 FEET OF THE WEST HALF OF SAID NORTHEAST QUARTER, 83.39 FEET; THENCE SOUTH 86 DEGREES 01 MINUTE 17 SECONDS WEST, 33.86 FEET TO THE EAST LINE OF THE WEST 473.00 FEET OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 41 MINUTES 38 SECONDS WEST ON SAID EAST LINE, 84.72 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.0653 ACRES (2,844 SQUARE FEET), MORE OR LESS.

NS-704-056EX

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE HAVING A BEARING OF SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 830.85 FEET TO THE SOUTHWEST CORNER OF THE EAST 170 FEET OF THE WEST 662.53 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON THE LAST DESCRIBED COURSE, A DISTANCE OF 217.53 FEET TO THE SOUTHEAST CORNER OF THE WEST 275 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ON THE EAST LINE OF THE WEST 275 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, SAID LINE HAVING A BEARING OF NORTH 01 DEGREE 36 MINUTES 59 SECONDS WEST, A DISTANCE OF 103.35 FEET; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 82 DEGREES 29 MINUTES 22 SECONDS EAST, A DISTANCE OF 218.69 FEET TO THE WEST LINE OF THE EAST 170 FEET OF THE WEST 662.53 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTHERLY ON SAID WEST LINE, SAID LINE HAVING A BEARING OF SOUTH 01 DEGREE 36 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.5690 ACRE (24,787 SQUARE FEET), MORE OR LESS.

NS-704-057EX

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE HAVING A BEARING OF SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 1048.38 FEET TO THE SOUTHEAST CORNER OF THE WEST 275 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON THE LAST DESCRIBED COURSE A DISTANCE OF 275.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTHERLY ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, SAID LINE HAVING A BEARING OF NORTH 01 DEGREE 36 MINUTES 59 SECONDS WEST, A DISTANCE OF 76.77 FEET; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 83 DEGREES 40 MINUTES 19 SECONDS EAST, A DISTANCE OF 9.82 FEET; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 82 DEGREES 29 MINUTES 22 SECONDS EAST, A DISTANCE OF 266.63 FEET TO THE EAST LINE OF THE WEST 275 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTHERLY ON SAID EAST LINE, SAID LINE HAVING A BEARING OF SOUTH 01 DEGREE 36 MINUTES 59 SECONDS EAST, A DISTANCE OF 103.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.5680 ACRE (24,740 SQUARE FEET), MORE OR LESS.

NS-704-058EX

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE HAVING A BEARING OF SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 1343.38 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE WESTERLY ON SAID SOUTH LINE OF THE NORTHEAST QUARTER, SAID LINE HAVING A BEARING OF SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 199.00 FEET TO THE SOUTHEAST CORNER OF PREMISES CONVEYED TO A.J. RICHARDS AND NANCY G. RICHARDS FROM ROBERT C. POND BY WARRANTY DEED RECORDED JUNE 27, 1989 AS DOCUMENT NUMBER 89-030674; THENCE NORTHERLY ON THE EAST LINE OF SAID PREMISES SO CONVEYED, SAID LINE HAVING A BEARING OF NORTH 01 DEGREE 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 61.50 FEET; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 83 DEGREES 40 MINUTES 19 SECONDS EAST, A DISTANCE OF 200.03 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTHERLY ON SAID EAST LINE, SAID LINE HAVING A BEARING OF SOUTH 01 DEGREE 36 MINUTES 59 SECONDS EAST, A DISTANCE OF 76.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.3161 ACRE (13,771 SQUARE FEET), MORE OR LESS.

NS-704-061 EX

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 662.36 FEET TO THE EAST LINE OF THE WEST 662.53 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON SAID SOUTH LINE, 170.00 FEET TO THE WEST LINE OF THE EAST 170.00 FEET OF THE WEST 662.53 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 35 MINUTES 00 SECONDS WEST ON SAID WEST LINE, 124.54 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 58 SECONDS EAST, 170.91 FEET TO THE EAST LINE OF THE WEST 662.53 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 35 MINUTES 00 SECONDS EAST ON SAID EAST LINE, 141.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.5182 ACRES (22,573 SQUARE FEET), MORE OR LESS.

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NS-704-062 PE

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 331.23 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON SAID SOUTH LINE, 150.00 FEET TO THE WEST LINE OF THE EAST 150.00 FEET OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 34 MINUTES 29 SECONDS WEST ON SAID WEST LINE, 148.64 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 50 SECONDS EAST, 150.21 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER,; THENCE SOUTH 01 DEGREE 34 MINUTES 29 SECONDS EAST ON SAID EAST LINE, 139.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.4964 ACRES (21,624 SQUARE FEET), MORE OR LESS.

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NS-704-063 PE

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 184.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON SAID SOUTH LINE, 146.95 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 34 MINUTES 29 SECONDS WEST, ON SAID WEST LINE, 139.68 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 50 SECONDS EAST, 94.25 FEET; THENCE SOUTH 23 DEGREES 08 MINUTES 09 SECONDS EAST, 143.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.3770 ACRES (16,423 SQUARE FEET), MORE OR LESS.

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NS-704-074EX

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE HAVING A BEARING OF SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 1522.38 FEET TO THE EASTERLY LINE OF PREMISES CONVEYED TO A.J. RICHARDS AND NANCY G. RICHARDS FROM ROBERT C. POND BY WARRANTY DEED RECORDED JUNE 27, 1989 AS DOCUMENT NUMBER 89-030674, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SAID LINE HAVING A BEARING OF SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 165.66 FEET; THENCE NORTHERLY ON A LINE HAVING A BEARING OF NORTH 02 DEGREES 01 MINUTE 56 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 78 DEGREES 10 MINUTES 08 SECONDS EAST, A DISTANCE OF 164.40 FEET; THENCE NORTHEASTERLY ON A LINE HAVING A BEARING OF NORTH 83 DEGREES 40 MINUTES 19 SECONDS EAST, A DISTANCE OF 3.75 FEET TO THE EASTERLY LINE OF SAID PREMISES; THENCE SOUTHERLY ON SAID EASTERLY LINE, SAID LINE HAVING A BEARING OF SOUTH 01 DEGREE 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 61.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.1804 ACRE (7,858 SQUARE FEET), MORE OR LESS.

NS-704-075 EX

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 484.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON SAID SOUTH LINE, 177.86 FEET TO THE WEST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREE 34 MINUTES 39 SECONDS WEST ON SAID WEST LINE, 141.01 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 58 SECONDS EAST, 118.42 FEET; THENCE SOUTH 23 DEGREES 08 MINUTES 09 SECONDS EAST, 163.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.5018 ACRES (21,860 SQUARE FEET), MORE OR LESS.

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NS-704-075 PE

THAT PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 481.23 FEET TO THE WEST LINE OF THE EAST 150.00 FEET OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST ON SAID SOUTH LINE, 3.36 FEET; THENCE NORTH 23 DEGREES 08 MINUTES 09 SECONDS WEST, 163.48 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 50 SECONDS EAST, 63.53 FEET TO SAID WEST LINE; THENCE SOUTH 01 DEGREE 34 MINUTES 29 SECONDS EAST ON SAID WEST LINE, 148.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.1141 ACRES (4,971 SQUARE FEET), MORE OR LESS.

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NS-704-081EX

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE WESTERLY ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE HAVING A BEARING OF SOUTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, A DISTANCE OF 1646.39 FEET TO THE EAST LINE OF THE WEST 129.6 FEET OF THE EAST 452.6 FEET OF THE WEST HALF OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTHERLY ON SAID EAST LINE, SAID LINE HAVING A BEARING OF SOUTH 01 DEGREE 33 MINUTES 35 SECONDS EAST, A DISTANCE OF 53.26 FEET; THENCE WESTERLY ON A LINE HAVING A BEARING OF NORTH 87 DEGREES 27 MINUTES 29 SECONDS WEST, A DISTANCE OF 41.34 FEET; THENCE WESTERLY ON A LINE HAVING A BEARING OF NORTH 81 DEGREES 02 MINUTES 03 SECONDS WEST, A DISTANCE OF 89.88 FEET TO THE WEST LINE OF THE EAST 452.6 FEET OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ON SAID WEST LINE, SAID LINE HAVING A BEARING OF NORTH 01 DEGREE 33 MINUTES 35 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ON SAID NORTH LINE, SAID LINE HAVING A BEARING OF NORTH 88 DEGREES 03 MINUTES 00 SECONDS EAST, A DISTANCE OF 129.60 FEET TO THE POINT OF BEGINNING.

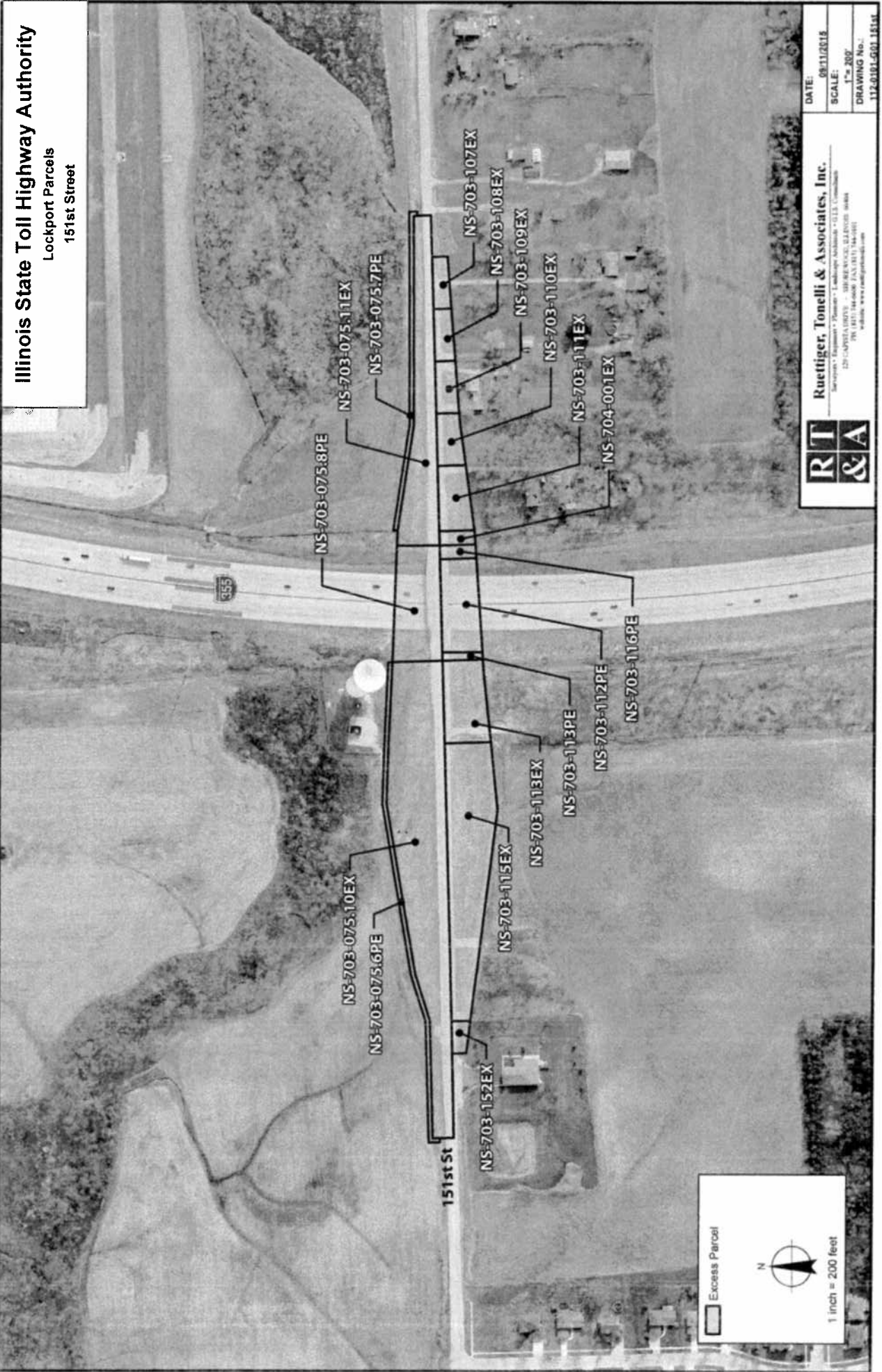
SAID PARCEL CONTAINS 0.1331 ACRE (5,798 SQUARE FEET), MORE OR LESS.

NS 705-002EX

THE EAST 200 FEET OF THE NORTH 80 FEET OF THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

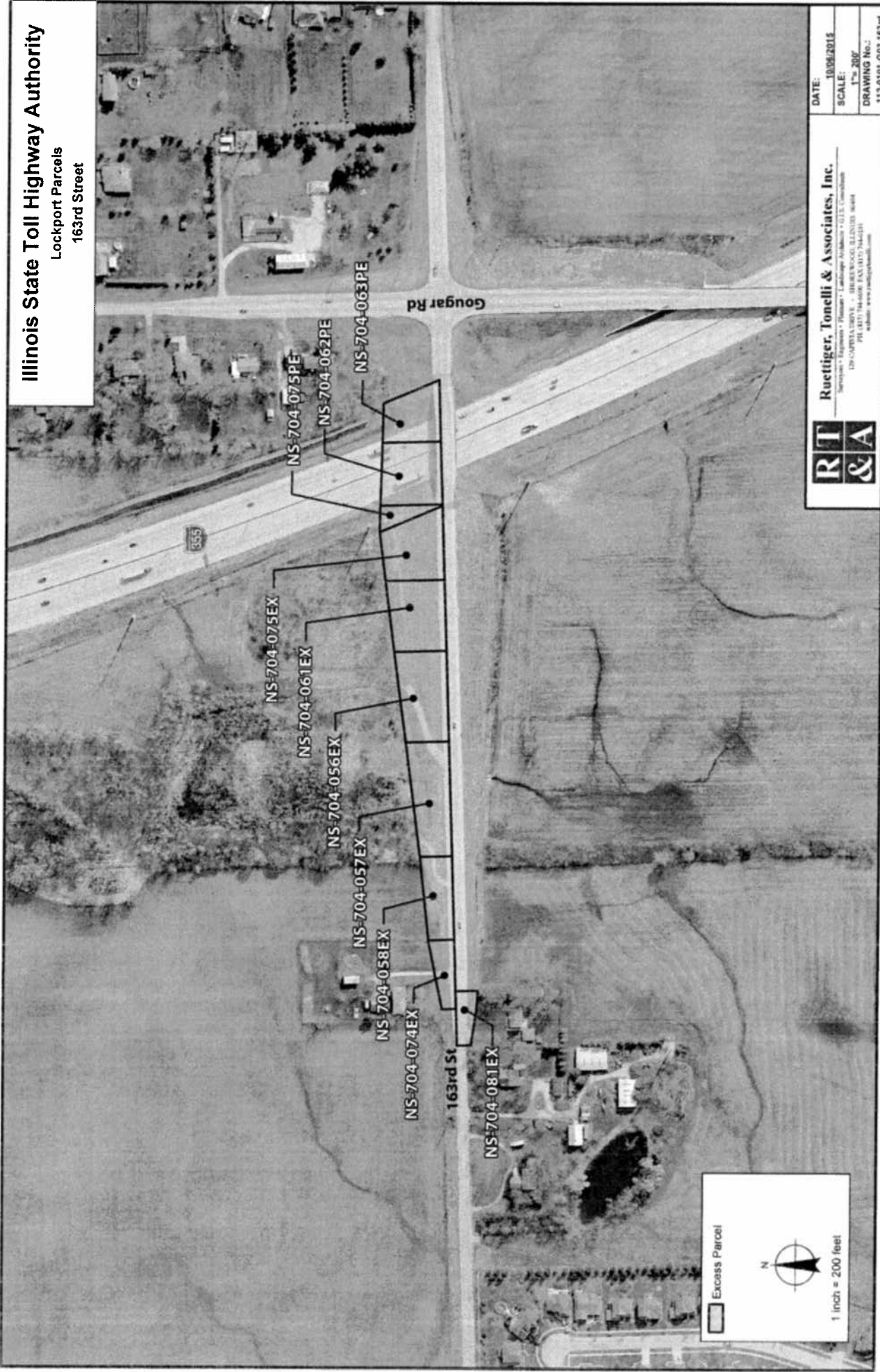
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE SOUTH $1^{\circ}36'34''$ EAST ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER, 1991.76 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH $1^{\circ}36'34''$ EAST, 663.92 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, TO THE SOUTH LINE OF THE SAID NORTHWEST QUARTER; THENCE SOUTH $87^{\circ}55'34''$ WEST ALONG SAID SOUTH LINE, 1473.76 FEET; THENCE NORTH $25^{\circ}44'46''$ WEST, 25.37 FEET; THENCE NORTH $64^{\circ}15'14''$ EAST, 300 FEET; THENCE NORTH $25^{\circ}44'46''$ WEST, 567.60 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SAID NORTHWEST QUARTER; THENCE NORTH $87^{\circ}54'40''$ EAST, 1442.46 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXHIBIT 2



Illinois State Toll Highway Authority

Lockport Parcels
163rd Street



Ruettiger, Tonelli & Associates, Inc.
Incorporated • Engineers • Planners • Landscape Architects • GIS Consultants
129 CAPITAL DRIVE • BIRKENWOOD ELEVATED 60466
PH: (815) 704-6000 FAX: (815) 704-6100
website: www.ruettiger.com

DATE: 10/06/2015
SCALE: 1" = 200'
DRAWING No.: 112-0101-002-163JH

Illinois State Toll Highway Authority

Lockport Parcels
NS-705-002EX



Ruettiger, Tonelli & Associates, Inc.
Surveyors • Engineers • Planners • Landscape Architects • Civil Consultants
120 CAPITAL DRIVE • DEERWOOD, ILLINOIS 60015
PH: (815) 794-8000 FAX: (815) 794-8100
Website: www.ruettiger.com

DATE: 09/17/2015
SCALE: 1" = 300'
DRAWING No.: 112-2101-001.002

Excess Parcel

1 inch = 300 feet

RESOLUTION NO. 20911

Background

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement with Elk Grove Village ("Village"). The Tollway intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. As part of this project, the Tollway will be reconstructing bridges on I-90 in and near the Village.

The Village has requested that the Tollway include certain agreed aesthetic improvements into its construction plans for three of the Tollway bridge crossings. The Village will reimburse the Tollway for the requested improvements identified in the agreement.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and Elk Grove Village in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
ELK GROVE VILLAGE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and ELK GROVE VILLAGE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract(s) I-14-4208 and I-14-4209 (hereinafter referred to as the "PROJECT") by making the following improvements:

I-14-4208

The Salt Creek Bridge, Golf Road Bridge and Arlington Heights Road Bridge will be reconstructed along with the paving of the I-90 mainline outside lane. There will be drainage improvements, signing improvements, highway lighting installation and utility relocation and protection. There will also be the design and construction of new retaining walls, and all other work necessary in accordance with the approved plans and specifications; and

I-14-4209

The Busse Road Bridge and the Oakton Street Bridge will be reconstructed along with the paving of the I-90 mainline outside lane and associated ramps. There will be drainage improvements, signing improvements, highway lighting installation and utility relocation and protection. There will also be the design and construction of new retaining walls and the design and construction of new noise abatement walls along the north side; and all other work necessary in accordance with the approved plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is applying its corridor wide aesthetic standard treatment on the aforementioned bridges; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT aesthetic improvements beyond that of the ILLINOIS TOLLWAY standards for three

(3) bridges within their jurisdictional limits. The bridges and their requested enhancements are as follows:

I-90 Bridge over Arlington Heights Road

Six approximately 3.5' x 2' (actual depth varies due to skew of bridge) pilasters located at each end of each abutment and pier. The pilasters will extend to 9" below the top of parapet. The existing northwest curtain wall and exterior beams will be color stained. The three proposed curtain walls will have form liner. Form liner will be placed on the outside face of exterior parapets on the bridge and approach slab. A "Welcome to Elk Grove Village" cast-in-place will be placed on the outside of the north exterior parapet.

I-90 Bridge over Oakton Street

Four approximately 3.5' x 2' pilasters located at each end of the two piers. The pilasters will extend to 9" below the top of parapet on the west side of the bridge and shall maintain the same height on the east side in front of the noise wall. Form liner will be placed on the outside face of exterior parapets on the bridge and approaches as well as on the noise wall at the north bridge parapet wall and approaches. The abutment walls will be color stained. The steel girder will be colored grey. A "Welcome to Elk Grove Village" cast-in-place letters with one piece liner will be placed on the outside of the east noise wall.

I-90 Bridge over Busse Road

Abutment seat and pier crash wall will be extended to add six pilasters (approximately 4' x 2' although depth shall vary) at each of each abutment and pier. The pilasters will extend to 9" below the top of parapet. The fascia beams, pilasters and a portion of the retaining walls that wrap around the bridge will be color stained. The pilasters and the outside face of exterior parapets on the bridge and approach slab will have form liner treatment. A "Welcome to Elk Grove Village" cast-in-place will be placed on the outside of the north exterior parapet; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to enhance the bridge aesthetics, hereinafter referred to as the "ENHANCEMENTS"; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications which impact the VILLAGE's ENHANCEMENTS within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the ENHANCEMENTS. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VIII of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE's or the ILLINOIS TOLLWAY's property or rights of way which the VILLAGE or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event the ILLINOIS TOLLWAY identifies areas of the VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE, shall upon the ILLINOIS TOLLWAY's application on the VILLAGE's permit form, issue the ILLINOIS TOLLWAY a permit without charge allowing the ILLINOIS TOLLWAY all temporary use necessary in furtherance of this AGREEMENT. In addition, the VILLAGE shall waive any bonding requirements. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, those lands impacted by the ILLINOIS TOLLWAY or this PROJECT be restored to an "as good as – or – better" than pre-construction condition.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- B. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the ENHANCEMENTS. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within fifteen (15) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency,

and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within fifteen (15) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the ENHANCEMENTS to the Arlington Heights Road Bridge is \$82,595.90, to the Busse Road Bridge \$110,832.50 and for the Oakton Street Bridge \$163,445.30, for an estimated combined cost of \$356,873.70 for construction costs, \$17,843.68 (5% of construction costs) for preliminary and design engineering and \$35,687.37 (10% of construction costs) for construction engineering for a total estimated cost of \$410,404.75, as shown on "EXHIBIT A", "EXHIBIT B" and "EXHIBIT C". These estimated costs are based upon contract quantities and contract unit prices.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested ENHANCEMENTS described in the Recital section of this AGREEMENT.
- E. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 50% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. The VILLAGE may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or

more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The VILLAGE causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The ILLINOIS TOLLWAY shall enter into subsequent agreements, not germane to this AGREEMENT, with other Governmental Entities for the shared maintenance of the bridges.
- C. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- D. The VILLAGE agrees to be financially responsible for the ENHANCEMENTS on the grade separation structures or on the ILLINOIS TOLLWAY's right of way, appurtenances such as architectural enhancements, "gateway logos", or other devices which are not directly required in connection with the ILLINOIS TOLLWAY roadway operations or required for the performance of maintenance obligations of the ILLINOIS TOLLWAY under this AGREEMENT, the VILLAGE shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the ILLINOIS TOLLWAY pursuant to this AGREEMENT. The VILLAGE shall apply for a permit from the ILLINOIS TOLLWAY any time the VILLAGE requires access to the grade separation structures at issue in this AGREEMENT.
- E. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said VILLAGE ENHANCEMENTS, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said ENHANCEMENTS in conjunction with the ILLINOIS TOLLWAY's proposed improvement. In no event shall the ILLINOIS TOLLWAY have any financial responsibility for any costs or damages including, which shall include, but are not limited to those associated with the installation, removal or relocation of the ENHANCEMENT.
- F. In the event the VILLAGE fails to maintain the ENHANCEMENTS located on the Arlington Heights Road, the Busse Road and the Oakton Street bridges in their entirety and the ILLINOIS TOLLWAY is required to maintain such ENHANCEMENTS to protect the integrity of the ILLINOIS TOLLWAY's structure from imminent danger, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for the cost of the emergency

maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

VIII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between Elk Grove Village and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT

in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009201 and it is doing business as a governmental entity, whose mailing address is Elk Grove Village, 901 Wellington Avenue, Elk Grove Village, Illinois 60007.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the VILLAGE:

Elk Grove Village
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Attn: Village Manager

N. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This space intentionally left blank)

WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

ELK GROVE VILLAGE

By: _____
Craig B. Johnson, Mayor

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Assistant Attorney General, State of Illinois

JANE ADDAMS MEMORIAL TOLLWAY (I-90)
ARLINGTON HEIGHTS ROAD BRIDGE - AESTHETICS

Design Contract Number: 4016

Construction Project Number: I-14-4208

CONSTRTUCTION COST

S.P.	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	50104650	SLOPE WALL REMOVAL	SQ YD	36	\$ 64.74	\$ 2,330.64
	50300225	CONCRETE STRUCTURES	CU YD	51.9	\$ 547.84	\$ 28,432.90
	50300255	CONCRETE SUPERSTRUCTURES	CU YD	7.8	\$ 448.37	\$ 3,497.29
	50300285	FORM LINER TEXTURED SURFACE	SQ YD	2,330	\$ 0.01	\$ 23.30
BDE	50800205	REINFORCEMENT BARDS, EPOXY COATED	POUND	5,380	\$ 1.20	\$ 6,456.00
	51100100	SLOPE WALL 4 INCH	SQ YD	32	\$ 162.32	\$ 5,194.24
	51201600	FURNISING STEEL PILES HP12X53	FOOT	186	\$ 39.84	\$ 7,410.24
	51202305	DRIVING PILES	FOOT	186	\$ 1.00	\$ 186.00
	51203600	TEST PILE STEEL HP12X53	EACH	2	\$ 4,980.35	\$ 9,960.70
	51204650	PILE SHOES	EACH	6	\$ 99.61	\$ 597.66
	X0326671	CONCRETE SURFACE COLOR TREATMENT	SQ FT	7,780	\$ 1.98	\$ 15,404.40
GBSP	Z0073002	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	89	\$ 34.86	\$ 3,102.54
TOTAL						\$ 82,595.90

I-90 BRIDGE OVER BUSSE ROAD BRIDGE

PAY ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
CONCRETE STRUCTURES	69.6	CU YD	\$ 712.19	\$ 49,568.42
REINFORCEMENT BARS, EPOXY COATED	8,570	LB	\$ 1.29	\$ 11,055.30
CONCRETE SEALER	1,000	SQ FT	\$ 1.00	\$ 1,000.00
TEMPORARY SOIL RETENTION SYSTEM	320	SQ FT	\$ 0.01	\$ 3.20
FORM LINER TEXTURED SURFACE	2,604	SQ FT	\$ 9.59	\$ 24,972.36
CONCRETE SURFACE COLOR TREATMENT	12,239	SQ FT	\$ 1.98	\$ 24,233.22
				\$ 110,832.50

JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 OAKTON STREET BRIDGE - AESTHETICS
 Design Contract Number: 4016
 Construction Project Number: I-14-4209
 CONSTRUCTION COST

S.P.	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	50300225	CONCRETE STRUCTURES	CU YD	67.2	\$ 712.19	\$ 47,859.17
	50300260	FORM LINER TEXTURED SURFACE	SQ YD	5497.0	\$ 9.59	\$ 52,716.23
	50800205	REINFORCEMENT BARDS, EPOXY COATED	POUND	5180	\$ 1.29	\$ 6,682.20
	51201600	FURNISING STEEL PILES HP12X53	FOOT	666	\$ 39.84	\$ 26,533.44
	51202305	DRIVING PILES	FOOT	666	\$ 1.00	\$ 666.00
	58700300	CONCRETE SEALER	SQ FT	1,492	\$ 1.00	\$ 1,492.00
	X0326671	CONCRETE SURFACE COLOR TREATMENT	SQ FT	13887	\$ 1.98	\$ 27,496.26
TOTAL						\$ 163,445.30

RESOLUTION NO. 20912

Background

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement with the Village of Hoffman Estates ("Village"). The Tollway intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. The Village has jurisdiction and maintenance responsibility for the Beverly Road Bridge over I-90. The Village has requested that the Tollway include repairs to the bridge structure and deck in its construction project.

The Village also has two existing water mains in conflict with I-90. One water main is east of Beverly Road and the other is east of Illinois Route 59. The Village has requested that these required water main relocations be included in the Tollway's construction project.

The Village will reimburse the Tollway for the requested improvements and relocations.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the Village of Hoffman Estates in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HOFFMAN ESTATES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HOFFMAN ESTATES, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-4205 and Contract I-15-4232 (hereinafter referred to as the "PROJECT") by making the following improvements:

Contract I-14-4205

The I-90 outside mainline lanes and shoulders from east of Illinois Route 25 to west of Higgins Road will be reconstructed along with the outside portion of the I-90 Bridge over the Wisconsin Central Limited (WCL) Railroad. Beverly Road over I-90 and Illinois Route 59 over I-90 will be rehabilitated. The Beverly Road and Illinois Route 59 ramps will be partially reconstructed. The ILLINOIS TOLLWAY will be constructing retaining walls, noise abatement walls, a new roadway drainage system, installing new roadway lighting, signing and Intelligent Transportation System (ITS), and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

Contract I-15-4232

The inside mainline lanes, shoulders and median barriers from east of Illinois Route 25 to Higgins Road will be reconstructed along with the inside portion of the I-90 Bridge over the Wisconsin Central Limited (WCL) Railroad. A new roadway drainage system will be installed, construction and maintenance of erosion control item, installing new roadway lighting and signing, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE has jurisdiction and maintenance of the Beverly Road Bridge over I-90 and requests that the ILLINOIS TOLLWAY include in its PROJECT minor repairs to the structure and bridge deck in the form of approach slab partial depth and full depth patching,

deck slab partial depth patching, parapet joint sealing and minor parapet structural repair. The VILLAGE also has its existing water main in conflict which cross I-90, (1) east of Beverly Road and (2) east of Illinois Route 59 which are under permit with the ILLINOIS TOLLWAY, and requests that the ILLINOIS TOLLWAY repair the bridge deck and relocate the water mains as part of as part of the PROJECT, hereinafter referred to as the "VILLAGE IMPROVEMENTS"; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to include the VILLAGE IMPROVEMENTS in the PROJECT; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the water main relocation located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the VILLAGE for its review and comment at the following stages of plan preparation:

40% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways and water main within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways and water main. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE's or the ILLINOIS TOLLWAY's property or rights of way which the VILLAGE or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way or of the ILLINOIS TOLLWAY's right of way.

- B. In the event the ILLINOIS TOLLWAY identifies areas of the VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE, shall upon the ILLINOIS TOLLWAY's application on the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use necessary in furtherance of this AGREEMENT. In addition, the VILLAGE shall waive any bonding requirements. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, those lands impacted by the ILLINOIS TOLLWAY or this PROJECT will be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the VILLAGE. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- E. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the

VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.

- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.

- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE IMPROVEMENTS to be constructed in Contract I-14-4205 is \$109,823.30 for construction costs, \$5,491.16 (5% of construction costs) for preliminary and design engineering and \$10,982.33 (10% of construction costs) for construction engineering, for a total estimated cost of \$126,296.79.
- D. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE IMPROVEMENTS to be constructed in Contract I-15-4232 is \$62,522.00 for construction costs, \$3,126.10 (5% of construction costs) for preliminary and design engineering and \$6,252.20 (10% of construction costs) for construction engineering, for a total estimated cost of \$71,900.30.
- E. The VILLAGE IMPROVEMENTS combined from both contracts are estimated at \$198,197.09.
- F. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE IMPROVEMENTS described in the Recital section of this AGREEMENT.
- G. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- H. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, Beverly Road, including all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety. The VILLAGE also agrees to retain ownership and maintenance of the

water mains relocated as part of this PROJECT in their entirety in accordance with the VILLAGE's approved permit from the ILLINOIS TOLLWAY.

- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Beverly Road

1. Type 2 - VILLAGE Roadway over ILLINOIS TOLLWAY Right of Way

- a. The VILLAGE has all maintenance responsibility as to the following:

- i. All VILLAGE right of way and VILLAGE highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.

- ii. The following portions of the grade elevation structure:

- The wearing surface;
- The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
- Drainage facilities above structural beams and girders;
- All lighting except underpass;
- All VILLAGE signals and signs;
- To the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
- All drainage facilities carrying exclusively VILLAGE drainage.

- b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:

- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

- ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves).
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the VILLAGE will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the VILLAGE.
- F. In the event the VILLAGE must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the VILLAGE, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- G. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.

- B. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The VILLAGE and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Hoffman Estates and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The VILLAGE shall retain jurisdiction of Beverly Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to

make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- F. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Engineering shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2434131 and it is doing business as a governmental entity, whose mailing address is Village of Hoffman Estates, 1900 Hassell Road, Hoffman Estates, Illinois 60169.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the VILLAGE:

The Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, Illinois 60169
Attn: Director of Engineering

- O. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF HOFFMAN ESTATES

By: _____
William D. McLeod, Mayor

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois

JMR_IGA_Hoffman Estates_I-90 @ Beverly Road & IL.25 to Higgins_revised_111115

RESOLUTION NO. 20913

Background

The Illinois State Toll Highway Authority ("Tollway") intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. The Tollway owns real property which was necessary for the initial construction of I-90 and its associated improvements. The Tollway owned properties include portions of Lunt Avenue.

The Village of Rosemont ("Village") owns and has the associated maintenance responsibilities for the majority of Lunt Avenue. The Tollway's Lunt Avenue properties fall within the maintenance jurisdiction of the Village.

It is in the best interest of the Parties hereto that the Tollway transfer the Properties to the Village for its municipal use. These transfers will be made at no costs to either party.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the Village of Rosemont in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF ROSEMONT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF ROSEMONT, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contracts (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY, owns real property which was necessary for the construction of the PROJECT and associated improvements, including but not limited to portions of Lunt Avenue; and

WHEREAS, the VILLAGE owns the majority of Lunt Avenue; and

WHEREAS, the ILLINOIS TOLLWAY currently owns properties which fall within the jurisdiction of the VILLAGE for which the VILLAGE has assumed maintenance responsibilities; and

WHEREAS, it is not anticipated that the ILLINOIS TOLLWAY properties, (hereinafter referred to as the "PROPERTIES"), which are located on Lunt Avenue will be required for Toll Highway maintenance, operations or future construction improvements and therefore considered excess to the needs of the ILLINOIS TOLLWAY; and

WHEREAS, it is in the best interest of the PARTIES hereto, that the ILLINOIS TOLLWAY transfer the PROPERTIES to the VILLAGE for municipal use; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as Number 002015-11, desire to determine and establish their respective responsibilities toward right of way transfers as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the “Illinois Municipal Code,” 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the “Intergovernmental Cooperation Act,” 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. TRANSFER OF OBLIGATIONS

- A. The ILLINOIS TOLLWAY, pursuant to this AGREEMENT shall perform all survey work, prepare all parcel plats and establish legal descriptions as necessary to transfer the right of way interests of the PROPERTIES for the VILLAGE’s on-going and future roadway operations, wherein the ILLINOIS TOLLWAY will conduct these survey activities in full accord with its’ written Policies and Procedures.
- B. The VILLAGE agrees to accept conveyance from the ILLINOIS TOLLWAY of the PROPERTIES identified below and as depicted in the attached “Exhibit A”.
- C. The ILLINOIS TOLLWAY PROPERTIES affecting roadways either under the maintenance and jurisdiction of the VILLAGE or within the VILLAGE’s jurisdictional boundaries (VILLAGE limits) are interests with the following ILLINOIS TOLLWAY root parcel numbers as identified on Exhibit A:
 - 1. N-7B-105EX
 - 2. N-7B-106EX
 - 3. N-7B-107EX
 - 4. N-7B-108.1EX
- D. The PARTIES mutually agree to cooperate in securing necessary approvals, if any, from the Illinois Department of Transportation and any other agencies required for the transfer of jurisdiction and ownership of the PROPERTIES. Furthermore, the PARTIES agree to cooperate in preparing such documents as may be necessary and convenient to complete the conveyance of the PROPERTIES.
- E. It is mutually agreed by the PARTIES hereto, that the Chief Engineer of the ILLINOIS TOLLWAY has agreed in principle to the construction of an “on-premises” sign to be placed on a portion of the land to be transferred to the VILLAGE, pending the approval of the final plans and specifications of such sign including location, by the Chief Engineer, and as long as such sign “on-premises” does not in any way interfere with the safe operation of the Toll Highway.

II. CONSIDERATION

- A. The PARTIES mutually agree that this conveyance is made in the furtherance of good will between the PARTIES and that additional consideration is not required.

III. CONVEYANCE OF PROPERTIES

- A. The VILLAGE agrees to accept conveyance of the PROPERTIES from the ILLINOIS TOLLWAY via a Quit Claim Deed.
- B. The ILLINOIS TOLLWAY shall convey the PROPERTIES to the VILLAGE, provided, however, that:
 - 1. It is understood that the PROPERTIES at issue were acquired and are being conveyed for public purposes, and that upon conveyance of any portion of any of the PROPERTIES to a private party the VILLAGE shall reimburse the ILLINOIS TOLLWAY for any portion of the sale proceeds so conveyed at the fair market rate applicable at the time of conveyance to the private party; and
 - 2. In the event any portion of the PROPERTIES is required in the future for Toll Highway improvements or improvements to adjacent roadways by the Illinois Department of Transportation, the VILLAGE will re-convey that portion of the PROPERTIES to the ILLINOIS TOLLWAY and/or the Illinois Department of Transportation at no cost, provided the VILLAGE has not previously conveyed or vacated the same, and the ILLINOIS TOLLWAY or the Illinois Department of Transportation shall not be responsible for any improvements made to that portion of PROPERTIES including, but not limited to all facilities, sidewalks, bike paths, and any and all fences, walls, signs or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, etc.
 - 3. These provisions may be noted in the deed by the ILLINOIS TOLLWAY to the VILLAGE.

IV. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Rosemont and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Mayor of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the

carrying out of the terms of this AGREEMENT in reference to the PROPERTIES, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- E. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- G. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- H. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- I. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- J. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:	The Illinois Toll Highway Authority 2700 Ogden Avenue Downers Grove, Illinois 60515 Attn: Chief Engineer
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To the VILLAGE:	The Village of Rosemont 9501 West Devon Avenue Rosemont, Illinois 60018 Attn: Mayor
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- K. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General,

the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- L. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF ROSEMONT

By: _____
Bradley Stephens, Mayor

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois

LUNT AVENUE EXHIBIT

LEGEND

- ⊠ RIGHT-OF-WAY MARKER (MARKER)
- IRON PIPE FOUND (IPF)
- 00.00 MEASURED
- (00.00) RECORD
- PROPERTY LINE
- CENTERLINE
- R.O.W. LINE
- SECTION LINE
- 1/4SECTION LINE
- EASEMENT LINE
- ABANDONED/EXTENSION LINE

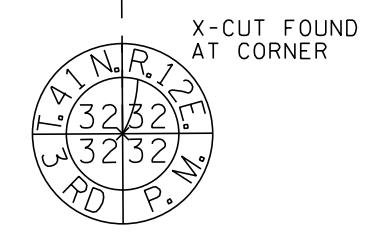
PARCEL N-08-000 "ILLINOIS STATE TOLL HIGHWAY AUTHORITY" PARCEL NUMBER



LEGAL DESCRIPTION:
 THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE EASTERLY ALONG THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 87 DEGREES 09 MINUTES 12 SECONDS EAST, 547.89 FEET TO A POINT 7.76 FEET EAST OF AS MEASURED ALONG SAID SOUTH LINE THE SOUTHWEST CORNER OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (I.S.T.H.A.) PARCEL NO. N-78-108 AS ACQUIRED BY THE I.S.T.H.A. PER TORREN'S DOCUMENT NO. 1772214, RECORDED DECEMBER 4, 1957, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 25 DEGREES 30 MINUTES 27 SECONDS WEST, 24.33 FEET; THENCE NORTH 29 DEGREES 38 MINUTES 34 SECONDS WEST, 49.28 FEET; THENCE NORTH 33 DEGREES 23 MINUTES 33 SECONDS WEST, 230.07 FEET; THENCE NORTH 40 DEGREES 04 MINUTES 17 SECONDS WEST, 43.89 FEET; THENCE NORTH 46 DEGREES 19 MINUTES 42 SECONDS WEST, 42.50 FEET; THENCE NORTH 52 DEGREES 47 MINUTES 10 SECONDS WEST, 43.50 FEET; THENCE NORTH 60 DEGREES 19 MINUTES 25 SECONDS WEST, 45.02 FEET; THENCE NORTH 64 DEGREES 43 MINUTES 20 SECONDS WEST, 65.02 FEET; THENCE NORTH 75 DEGREES 20 MINUTES 46 SECONDS WEST, 32.13 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 04 SECONDS WEST, 70.64 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LEE STREET (A.K.A. ILLINOIS ROUTE 72) AS PLATTED AND RECORDED JANUARY 18, 1935 AS DOCUMENT NO. 11549025, SAID POINT BEING ON A 28,897.80 FEET RADIUS CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE AND EASTERLY RIGHT-OF-WAY LINE 717.50 FEET (THE CHORD BEARS NORTH 01 DEGREES 25 MINUTES 55 SECONDS WEST, 717.48 FEET); THENCE NORTH 02 DEGREES 08 MINUTES 53 SECONDS WEST, 63.21 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TOUHY AVENUE AS DEDICATED PER TORREN'S DOCUMENT NO. 1735506, RECORDED APRIL 29, 1957; THENCE NORTH 87 DEGREES 10 MINUTES 38 SECONDS EAST, 4.50 FEET, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO A POINT ON THE EASTERLY LINE OF I.S.T.H.A. PARCEL NO. N-78-105 AS DESCRIBED BY TORREN'S DOCUMENT NO. 1746035, RECORDED JULY 11, 1957; THENCE SOUTH 07 DEGREES 07 MINUTES 55 SECONDS EAST, 238.95 FEET, ALONG SAID EASTERLY LINE, SAID EASTERLY LINE ALSO, BEING THE WESTERLY LINE OF LOTS 1 AND 2 IN EXTENDED STAY AMERICA RESUBDIVISION, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1998 AS DOCUMENT NO. 98202314; THENCE SOUTH 21 DEGREES 05 MINUTES 16 SECONDS EAST, 347.21 FEET ALONG THE EASTERLY LINE OF I.S.T.H.A. PARCEL NO. N-78-109 AS DESCRIBED COURT CASE NO. 57 S 2967 AND I.S.T.H.A. PARCEL NO. N-78-107 AS DESCRIBED BY TORREN'S DOCUMENT NO. 1749012, RECORDED JULY 18, 1957; THENCE SOUTH 46 DEGREES 22 MINUTES 55 SECONDS EAST, 239.90 FEET (239.80 FEET RECORD) ALONG THE EASTERLY LINE OF I.S.T.H.A. PARCEL NO. N-78-108.1 AS DESCRIBED BY SAID TORREN'S DOCUMENT NO. 1772214; THENCE SOUTH 26 DEGREES 46 MINUTES 49 SECONDS EAST, 465.10 FEET ALONG SAID EASTERLY LINE, SAID EASTERLY LINE ALSO BEING THE WESTERLY LINE OF LOTS 41 AND 42 IN O'HARE AREA INDUSTRIAL DEVELOPMENT SUBDIVISION UNIT TWO, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1966 AS DOCUMENT NO. 2289209; THENCE SOUTH 42 DEGREES 31 MINUTES 54 SECONDS EAST, 84.40 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 87 DEGREES 09 MINUTES 12 SECONDS WEST, 116.27 FEET, ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

- GENERAL NOTES:**
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
 3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
 4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

- SURVEYOR NOTES:**
1. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
 2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
 3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
 4. THIS SURVEY IS BASED ON FIELD WORK PERFORMED ON 8-14-2015.



NOT INCLUDED
 OLIVER SALINGER & CO.'S SECOND ADDITION TO GLEN ACRES PER DOC. NO. 1253498 RECORDED 8-22-1940

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

LUNT AVENUE EXHIBIT
 IN
 VILLAGE OF ROSEMONT, ILLINOIS
 PREPARED FOR
 ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CALC.	KJR	PROJECT NO.
DWN.	AJK	15013
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=50'	DRAWING NO.
DATE:	10-07-2015	EXH15013A1

RESOLUTION NO. 20914

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding an employment litigation matter with Denise Marro and Michael Marro. As recommended by defense counsel Laner, Muchin and the Tollway’s Legal Department, it is in the best interest of the Tollway to go forward with the settlement as a final resolution of the litigation.

Resolution

The settlement of Denise Marro and Michael Marro’s employment litigation is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chair or the Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20915

Background

The Illinois State Toll Highway Authority ("Tollway") has negotiated a proposed settlement regarding a worker's compensation claim with Michael Marro as recommended by defense counsel Nyhan, Banbrick Kinzie & Lowry. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Michael Marro's workers compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20916

Background

As a result of changes in Illinois law allowing for increased maximum speed limits, when supported by traffic engineering studies, the Tollway has gradually been increasing certain maximum speed limits throughout the Tollway system. The Tollway and its traffic engineers have recently recommended, and the Tollway's Traffic and Safety Committee has concurred, that speed limits may be safely increased in sections of the Jane Addams (I-90) and Veterans Memorial (I-355) Tollways.

Subject to Illinois Department of Transportation concurrence and Joint Committee on Administrative Rules approval, the speed limit changes described below and as reflected on the attached draft Administrative Rule are recommended:

The maximum speed limits for passenger cars (includes motorcycles) on the Tollway are modified and increased as follows:

The speed limit on the Jane Adams Memorial Tollway (I-90) will be increased from 65 miles per hour to 70 miles per hour west of M.P.51.8 (Randall Road).

The speed limit on the Veterans Memorial Tollway will be increased from 65 miles per hour to 70 miles per hour south of M.P.12.0 (I-55).

The maximum speed limits for trucks, buses, passenger cars, towing trailers, house trailers and campers on the Tollway are modified and increased as follows:

The speed limit on the Jane Addams Memorial Tollway (I-90) will be increased from 65 miles per hour to 70 miles per hour west of M.P.31.2 (McHenry County Line).

12/17/15

6.4/7

RESOLUTION NO. 20916

Resolution

The Chief Engineer and the General Counsel are authorized to direct necessary engineering studies, request necessary approvals and take appropriate steps required to amend the Tollway's current administrative rules to provide for changes in Tollway speed limits in substantially the form as the draft Administrative Rule Change attached to this Resolution.

Approved: _____


Chairman

TITLE 92: TRANSPORTATION
CHAPTER IV: ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PART 2520
STATE TOLL HIGHWAY RULES

SUBPART A: AUTHORITY AND DEFINITIONS

Section

2520.100	Authority
2520.110	Authority Rulemaking
2520.120	Related Statutes
2520.130	Definitions

SUBPART B: GENERAL TRAFFIC RULES AND REGULATIONS

Section

2520.200	Illinois Vehicle Code
2520.203	Use of Tollway Prohibited or Restricted
2520.206	Vehicles Excepted from Provisions of Section 2520.203
2520.209	Transportation of Hazardous Materials
2520.212	Special Usage Toll
2520.215	Loading or Unloading of Vehicles
2520.218	Full Stop at All Toll Plazas
2520.221	Entering and Leaving the Tollway
2520.224	"U" Turns, Etc.
2520.227	Backing Up of Vehicles
2520.230	Parking, Standing or Stopping
2520.233	Relocating of Vehicles
2520.236	Pushing or Towing of Vehicles
2520.239	Stopping or Halting Vehicles by the Authority
2520.242	Destruction of Authority Property
2520.245	Picnics
2520.248	Aircraft
2520.251	Sale of Goods and Services
2520.254	Solicitation of Rides
2520.257	Loitering or Interfering with Traffic
2520.260	Approaching/Departing a Toll Plaza
2520.263	Compliance with Orders or Directions of State Troopers, Etc.
2520.266	Duty Upon Striking Fixtures, Structures or Other Property on Tollway
2520.269	Payment of Tolls
2520.272	I-Pass Registration
2520.275	Prohibited and Restricted Lanes
2520.278	Traffic Control Devices
2520.281	Penalty for Violation

SUBPART C: TRESPASS

Section	
2520.300	Authority
2520.310	Restriction of Vehicles Using the Tollway
2520.320	Restriction on Nature of Use of Tollway
2520.340	Persons and Vehicles Excepted from the Requirements of Subpart C
2520.350	Penalties

SUBPART D: SPEED RESTRICTIONS

Section	
2520.410	Maximum Speed Limits for Passenger Cars
2520.420	Maximum Speed Limits for Trucks, Buses, Passenger Cars Towing Trailers, House Trailers and Campers
2520.430	Maximum Speed Limits for Designated I-Pass Lanes, Service Areas, Parking Areas, Access Roads and Ramps, and Barrier Toll Plaza Approaches
2520.440	Road Hazards and Construction Zones
2520.450	Special Road Conditions
2520.460	Minimum Speed Limits

SUBPART E: FINES AND PENALTIES

Section	
2520.510	Violations
2520.520	Littering – Penalty
2520.530	Spurious or Counterfeit Tickets, Coupons or Tokens – Penalty
2520.540	Toll Collection Devices – Penalty for Breaking
2520.550	I-PASS Customer – Penalties

SUBPART F: TOLL VIOLATIONS – ADMINISTRATIVE ADJUDICATION SYSTEM

Section	
2520.700	Authority
2520.705	Notice of Violation to Respondent
2520.710	Effective Date of Notices
2520.715	Establishment of the Toll-Free Telephone Number
2520.720	Timely Request for Hearing
2520.725	Hearing Officers – Appointment, Disqualification, Powers and Duties
2520.730	Discovery
2520.735	Continuance
2520.740	Hearings Format
2520.745	Failure to Respond to Notice of Violation – Default
2520.750	Penalties
2520.755	Liability of Lessor
2520.760	Liability of Registered Owner

2520.765 Enforcement of Final Order
2520.770 Judicial Review

SUBPART G: EMPLOYMENT

2520.800 Tollway Employees

2520.APPENDIX A Rules and Regulations for Overweight and Overdimension Vehicles and Loads

AUTHORITY: Implementing and authorized by the Toll Highway Act [605 ILCS 10].

SOURCE: Filed January 3, 1973; effective February 1, 1973; codified at 8 Ill. Reg. 19884; Part repealed, new Part adopted at 17 Ill. Reg. 8539, effective May 27, 1993; amended at 20 Ill. Reg. 10200, effective July 12, 1996; emergency amendment at 24 Ill. Reg. 2737, effective February 4, 2000, for a maximum of 150 days; emergency expired July 2, 2000; emergency amendment at 24 Ill. Reg. 4234, effective February 29, 2000, for a maximum of 150 days; emergency expired July 27, 2000; amended at 24 Ill. Reg. 16078, effective October 11, 2000; emergency amendment at 26 Ill. Reg. 16325, effective October 31, 2002, for a maximum of 150 days ; amended at 27 Ill. Reg. 6325, effective April 1, 2003; emergency amendment at 27 Ill. Reg. 18238, effective November 6, 2003, for a maximum of 150 days; emergency expired April 5, 2004; emergency amendment at 28 Ill. Reg. 1780, effective January 14, 2004, for a maximum of 150 days; amended at 28 Ill. Reg. 6911, effective April 23, 2004; emergency amendment at 28 Ill. Reg. 7688, effective May 24, 2004, for a maximum of 150 days; emergency expired October 20, 2004; amended at 28 Ill. Reg. 14530, effective October 25, 2004; old Part repealed at 30 Ill. Reg. 11261 and new Part adopted at 30 Ill. Reg. 11264, effective June 9, 2006; amended at 35 Ill. Reg. 535, effective December 27, 2010; emergency amendment at 38 Ill. Reg. 2433, effective January 7, 2014, for a maximum of 150 days; amended at 38 Ill. Reg. 4037, effective January 27, 2014; amended at 38 Ill. Reg. 11369, effective May 9, 2014; amended at 38 Ill. Reg. 19780, effective September 25, 2014; amended at 39 Ill. Reg. 12640, effective August 28, 2015.

SUBPART D: SPEED RESTRICTIONS

Section 2520.410 Maximum Speed Limits for Passenger Cars

The following shall be the maximum speed limits for passenger cars (includes motorcycles) on the Tollway, except as provided by Sections 2520.430 and 2520.440:

a) Tri-State Tollway (I-94 and I-294):

70 miles per hour north of I-94 M.P.7.5 (Stearns School Road).

65 miles per hour between I-94 M.P.7.5 (Stearns School Road) and I-94 M.P.24.2 (Deerfield Road).

60 miles per hour between I-94 M.P.24.2 (Deerfield Road) and M.P.25.2

(Lake-Cook Road).

60 miles per hour between I-294 M.P.52.7 (Lake-Cook Road) and M.P. 42.2 (Touhy Avenue).

60 miles per hour between I-294 M.P.23.1 (I-55) and M.P.7.6 (I-57).

55 miles per hour on the remainder of I-294.

b) Jane Addams Memorial Tollway (I-90):

55 miles per hour east of M.P.51.8 (west of Randall Road).

~~65 miles per hour between M.P.51.8 (west of Randall Road) and M.P.17.4 (west of the I-39 Interchange).~~

70 miles per hour west of M.P.51.8 (west of Randall Road)~~M.P.17.4 (west of the I-39 Interchange).~~

c) Reagan Memorial Highway (I-88):

60 miles per hour between M.P.140.4 (I-290/Eisenhower Expressway) and M.P.17.1 (Illinois Route 31).

65 miles per hour between M.P.117.1 (Illinois Route 31) and M.P.109.0 (west of Illinois Route 47).

70 miles per hour west of M.P.109.0 (west of Illinois Route 47).

d) Veterans Memorial Tollway (I-355):

60 miles per hour between M.P.12.0 (I-55) and M.P.29.8 (Army Trail Road).

~~65-70~~ miles per hour south of M.P.12.0 (I-55).

(Source: Amended at 39 Ill. Reg. 12640, effective August 28, 2015)

Section 2520.420 Maximum Speed Limits for Trucks, Buses, Passenger Cars Towing Trailers, House Trailers and Campers

a) The following shall be the maximum speed limits for trucks and passenger cars towing trailers, house trailers and campers on the Tollway, except as provided by Sections 2520.430 and 2520.440:

1) Tri-State Tollway (I-94 and I-294):

60 miles per hour north of I-94 M.P.25.2 (Lake-Cook Road).

60 miles per hour between I-294 M.P.52.7 (Lake-Cook Road) and M.P.42.2 (Touhy Avenue).

60 miles per hour between I-294 M.P.23.1 (I-55) and M.P.7.6 (I-57).

55 miles per hour on the remainder of I-294.

2) Jane Addams Memorial Tollway (I-90):

55 miles per hour east of M.P.51.8 (west of Randall Road).

60 miles per hour between M.P.51.8 (west of Randall Road) to M.P. 31.2 (McHenry County Line).

~~65 miles per hour between M.P.31.2 (McHenry County Line) and MP.17.4 (west of the I-39 Interchange).~~

70 miles per hour west of M.P.31.2 (McHenry County Line) M.P.17.4 (west of the I-39 Interechange).

3) Reagan Memorial Highway (I-88):

60 miles per hour between M.P.140.4 (I-290/Eisenhower Expressway) and M.P.101.0 (Kane/DeKalb County Line).

70 miles per hour west of M.P.101.0 (Kane/DeKalb County Line).

4) Veterans Memorial Tollway (I-355):

60 miles per hour between M.P.0.0 (I-80) and M.P.29.8 (Army Trail Road).

b) The following shall be the maximum speed limits for buses on the Tollway, except as provided by Sections 2520.430 and 2520.440:

1) Tri-State Tollway (I-94 and I-294):

65 miles per hour north of I-94 M.P.24.2 (Deerfield Road).

60 miles per hour between I-94 M.P.24.2 (Deerfield Road) and

M.P.25.2 (Lake-Cook Road).

60 miles per hour between I-294 M.P.52.7 (Lake-Cook Road) and M.P.42.2 (Touhy Avenue).

60 miles per hour between I-294 M.P. 23.1 (I-55) and M.P.7.6 (I-57).

55 miles per hour on the remainder of I-294.

2) Jane Addams Memorial Tollway (I-90):

55 miles per hour east of M.P.51.8 (west of Randall Road).

65 miles per hour between M.P.51.8 (west of Randall Road) to ~~M.P.17.4 (west of the I-39 Interchange)~~. M.P.31.2 (McHenry County Line).

70 miles per hour west of M.P.31.2 (McHenry County Line) ~~M.P.17.4 (west of the I-39 Interchange)~~.

3) Reagan Memorial Highway (I-88):

60 miles per hour between M.P.140.4 (I-290/Eisenhower Expressway) and M.P.117.1 (Illinois Route 31).

65 miles per hour between M.P.117.1 (Illinois Route 31) and M.P.101.0 (Kane/DeKalb County Line).

70 miles per hour west of M.P.101.0 (Kane/DeKalb County Line).

4) Veterans Memorial Tollway (I-355):

60 miles per hour between M.P.12.0 (I-55) and M.P.29.8 (Army Trail Road).

65 miles per hour between M.P.0.0 (I-80) and M.P.12.0 (I-55).

(Source: Amended at 39 Ill. Reg. 12640, effective August 28, 2015)