

RESOLUTION NO. 21288

Background

It is necessary and desirable for The Illinois State Toll Highway Authority (the "*Tollway*") to retain certain financial firms to provide, on an as-needed basis, underwriting services in connection with the issuance of new bonds.

The Tollway issued the Request for Proposals #16-0155 for Bond Underwriting Services (the "*RFP*") to establish two pools of financial firms to be available to provide, on an as-needed basis, bond underwriting services for Tollway financings for an initial term of three years with renewal options of up to two years.

Proposals received pursuant to the RFP were: (a) reviewed by the Procurement Department for administrative compliance and vendor responsibility; and (b) evaluated by an evaluation committee for Responsiveness (as defined in the RFP). As a result of the review and evaluation of the proposals, certain financial firms were determined to be qualified to provide the aforementioned bond underwriting services, after which pricing was negotiated with such firms. As a result of the review and evaluation of the proposals and subsequent price negotiation, it is deemed in the best interest of the Tollway to select the following financial firms to serve, on an as-needed basis, as Senior Managing Underwriter or Co-Senior Managing Underwriter for a Tollway bond issuance:

Citigroup Global Markets Inc.;;
Goldman, Sachs & Co.;;
Jefferies, LLC;
J.P. Morgan Securities LLC;
Loop Capital Markets LLC;
Merrill Lynch Pierce Fenner & Smith Incorporated;
Morgan Stanley & Co. LLC;
Piper Jaffray & Co.;;
PNC Capital Markets LLC;
RBC Capital Markets, LLC;

RESOLUTION NO. 21288

Background-Continued

Samuel A. Ramirez & Co., Inc.;
Siebert Cisneros Shank & Co. LLC;
Wells Fargo Bank, N.A.; and
William Blair & Company. L.L.C. (collectively the "*Senior Pool*");

and to select the following financial firms to serve, on an as-needed basis, as Co-
Managing Underwriter for a Tollway bond issuance:

Academy Securities, Inc.;
Bernardi Securities Inc.;
Blaylock Van, LLC;
Cabrera Capital Markets, LLC;
George K. Baum & Company;
Hutchinson Shockey Erley & Co.;
Janney Montgomery Scott LLC;
KeyBanc Capital Markets Inc.;
Mesirow Financial, Inc.;
Oppenheimer & Co. Inc.;
Raymond James & Associates, Inc.;
Rice Securities, LLC;
Robert W. Baird & Co. Incorporated; and
Stifel Nicolaus & Company, Inc. (collectively the "*Co-Manager Pool*")

Resolution

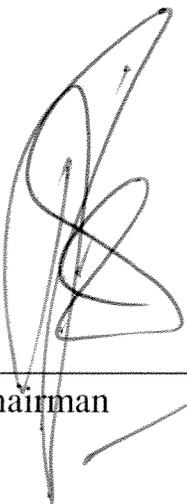
The selection of the aforementioned firms to provide, on an as-needed basis, the described bond underwriting services for an initial term of three years is approved. The Chief Financial Officer is authorized to negotiate the terms and conditions of agreements with each of the firms in the Senior Pool, subject to review and approval of the Acting General Counsel and pricing not to exceed \$2.00 per \$1,000 bond par amount for the takedown portion of the underwriting discount. The Chairman or the Executive Director is authorized to execute any and all documents necessary to effectuate said agreements and the

RESOLUTION NO. 21288

Resolution-Continued

Chief Financial Officer is authorized to issue warrants in payment thereof. As needed for each bond issuance, the Chairman or the Executive Director is authorized to assign a bond underwriting group consisting of firms from the Senior Pool and Co-Manager Pool, each assignment to be made consistent with the considerations for making such assignments contained in the RFP. Firms in the Senior Pool are deemed eligible to serve as bond remarketing agent.

Approved by:



Chairman

RESOLUTION NO. 21289

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Diversity Management Web-Based Application, Support, and Maintenance Services. Pursuant to the Tollway's Request for Proposal No. 14-0051R, and upon evaluation by a selection committee, the Tollway has determined that AskReply, Inc. is the best qualified to provide Diversity Management Web-Based Application, Support, and Maintenance Services for an upper limit of compensation not to exceed \$880,700.00.

Resolution

The proposal from AskReply, Inc. for the purchase of Diversity Management Web-Based Application, Support, and Maintenance Services is accepted. Contract No. 14-0051R is approved in an amount not to exceed \$880,700.00. 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21290

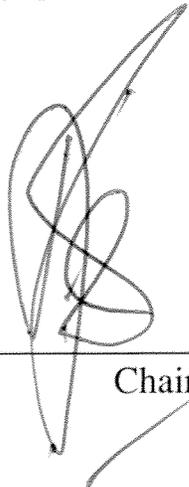
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Email Distribution Services. Pursuant to the Tollway’s Request for Proposal No. 16-0121, and upon evaluation by a selection committee, the Tollway has determined that Harland Clarke Corp. is the best qualified to provide Email Distribution Services for an upper limit of compensation not to exceed \$94,800.00.

Resolution

The proposal from Harland Clarke Corp. for the purchase of Email Distribution Services is accepted. Contract No. 16-0121 is approved in an amount not to exceed \$94,800.00. 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21291

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring LED Luminaires and Components. Pursuant to the Tollway's Invitation for Bid No. 16-0125, the Tollway has determined that Evergreen Supply Co. is the lowest responsive and responsible bidder for LED Luminaires and Components for an upper limit of compensation not to exceed \$274,544.00.

Resolution

The bid from Evergreen Supply Co. for the purchase of LED Luminaires and Components is accepted. Contract No. 16-0125 is approved in an amount not to exceed \$274,544.00. 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman



RESOLUTION NO. 21292

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Freightliner Truck Repair Parts and Services. Pursuant to the Tollway's Invitation for Bid No. 16-0150, the Tollway has determined that Patson, Inc. (d.b.a. TransChicago Truck Group) is the lowest responsive and responsible bidder for Freightliner Truck Repair Parts and Services for an upper limit of compensation not to exceed \$209,640.00.

Resolution

The bid from Patson, Inc. (d.b.a. TransChicago Truck Group) for the purchase of Freightliner Truck Repair Parts and Services is accepted. Contract No. 16-0150 is approved in an amount not to exceed \$209,640.00. 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21293

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4318 for Drainage Improvements on the Reagan Memorial Tollway (I-88) Eastbound from Milepost 131.7 (Finley Road) to Milepost 132.4 (I-355 NB overpass). The lowest responsible bidder on Contract No. RR-17-4318 is Norvilla, LLC in the amount of \$295,711.26.

Resolution

Contract No. RR-17-4318 is awarded to Norvilla, LLC in the amount of \$295,711.26, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____

Chairman

RESOLUTION NO. 21294

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4320 for Intermittent Pavement Repairs Systemwide on the Tri-State Tollway (I-294) from Milepost 17.8 to Milepost 37.0, Tri-State Tollway (I-94) from Milepost 26.9 to Milepost 30.0, Reagan Memorial Tollway (I-88) from Milepost 139.0 to Milepost 140.3. The lowest responsible bidder on Contract No. RR-17-4320 is R.W. Dunteman Company in the amount of \$3,682,531.52.

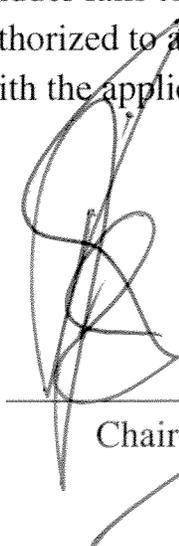
Resolution

Contract No. RR-17-4320 is awarded to R.W. Dunteman Company in the amount of \$3,682,531.52, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by:



Chairman

RESOLUTION NO. 21295

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Roadway and Bridge Reconstruction, on the Tri-State Tollway Edens Spur (I-94) from Milepost 26.25 west of Plaza No. 24, to Milepost 30.0 (Edens Expressway), on Contract No. RR-16-4275. Ciorba Group, Inc., has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$8,933,857.83. 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 Engineering Officer is authorized to negotiate an agreement with Ciorba Group, Inc., to obtain Design Services for Roadway and Bridge Reconstruction, for Contract No. RR-16-4275 with an upper limit of compensation not to exceed \$8,933,857.83, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21296

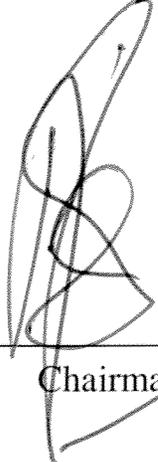
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services Upon Request, Systemwide, on Contract No. RR-16-4276. HBM Engineering Group, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with HBM Engineering Group, LLC, to obtain Design Services Upon Request, for Contract No. RR-16-4276 with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21297

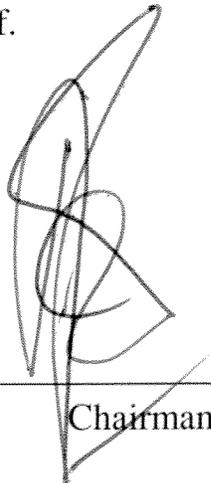
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services Upon Request, Systemwide, on Contract No. RR-16-9197. Robert E. Hamilton Consulting Engineers, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with Robert E. Hamilton Consulting Engineers, Inc., to obtain Design Services Upon Request, for Contract No. RR-16-9197 with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21298

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, Systemwide, on Contract No. RR-16-9198. Atlas Engineering Group, Ltd., has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with Atlas Engineering Group, Ltd. to obtain Construction Management Services Upon Request, for Contract No. RR-16-9198 with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21299

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Consulting Engineer Services Systemwide, on Contract No. RR-15-9975RR. Pursuant to Subparagraph 2 of Section 709 of The Illinois State Toll Highway Authority's Amended and Restated Trust Indenture dated March 31, 1999 (hereinafter "Trust Indenture"), the Tollway shall "...employ, as Consulting Engineers, an independent engineer or engineering firm or corporation having a nationwide and favorable reputation for skill and experience in such work..." to perform and carry out the duties imposed on the Consulting Engineer by said Trust Indenture.

WSP USA, Inc. (formerly Parsons Brinckerhoff Inc.) has submitted a proposal to provide Consulting Engineer Services as deemed necessary by the Tollway or required under the Trust Indenture for an initial two and a half year period, estimated to be from July 1, 2017 through December 31, 2019. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

The initial solicitation and proposal also provided for up to two one-year renewal options. The upper limit of compensation for the initial contract plus the renewal options is in an amount not to exceed \$84,500,000.00. It is in the best interest of the Tollway to exercise the two, one-year renewal contracts concurrent with the execution of the initial two and one half year contract term to provide for consistency in Consulting Engineer Services.

Resolution

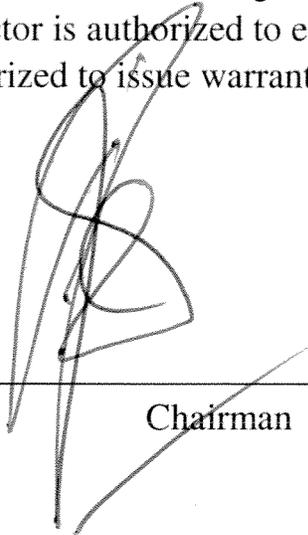
The Chief Engineering Officer is authorized to negotiate an agreement with WSP USA, Inc. (formerly Parsons Brinckerhoff Inc.) to obtain Consulting Engineer Services, for Contract No. RR-15-9975RR with an upper limit of compensation not to exceed \$84,500,000.00 for two and one half years as well as

RESOLUTION NO. 21299

Resolution – Continued

two one-year renewal contracts subject to the same terms and conditions, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and difficult to decipher.

Chairman

RESOLUTION NO. 21300

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20256 approved February 27, 2014, entered into an Agreement with G4S Secure Integration LLC on Contract RR-14-4181 for Fiber Optic Maintenance and Management Services, Systemwide.

Per Tollway request, G4S Secure Integration LLC has submitted a proposal to provide Supplemental Fiber Optic Maintenance and Management Services for Contract RR-14-4181, increasing the contract upper limit by \$6,000,000.00, from \$21,201,277.50 to \$27,201,277.50. It is necessary and in the best interest of the Tollway to accept the proposal from G4S Secure Integration LLC.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with G4S Secure Integration LLC consistent with the aforementioned proposal to increase the contract upper limit by \$6,000,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21301

Background

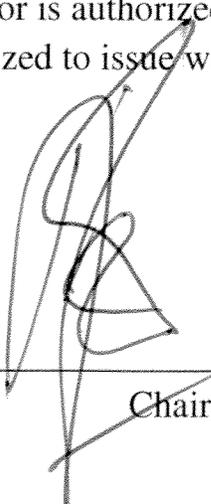
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19238 approved October 21, 2010, entered into an Agreement with AECOM Technical Services, Inc. on Contract RR-10-9973 for Consulting Engineer Services, Systemwide and pursuant to the Tollway's Trust Indenture.

Per Tollway request, and to allow for a transition of these services to the new Consulting Engineer, AECOM Technical Services, Inc. has submitted a proposal to extend this contract for six months, through December 31, 2017, for Supplemental Consulting Engineering Services and pursuant to the Tollway's Trust Indenture, for Contract RR-10-9973, increasing the contract upper limit by \$8,569,353.00 from \$85,631,971.33 to \$94,201,324.33. It is necessary and in the best interest of the Tollway to accept the proposal from AECOM Technical Services, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with AECOM Technical Services, Inc. consistent with the aforementioned proposal, to increase the contract upper limit by \$8,569,353.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21302

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21241 approved March 23, 2017, entered into an Agreement with AECOM Technical Services, Inc. on Contract RR-16-4265 for Design Corridor Management and Design Services on the Tri-State Tollway.

Per Tollway request, and as a result of the modification of the plans for rebuilding the Central Tri-State Tollway, AECOM Technical Services, Inc. has submitted a proposal to provide Supplemental Design Corridor Management Services and Design Services for Contract RR-16-4265, increasing the contract upper limit by \$45,092,500.00, from \$32,993,500.00 to \$78,086,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from AECOM Technical Services, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with AECOM Technical Services, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$45,092,500.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21303

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20694 approved on May 28, 2015, entered into an Agreement for Contract No. I-15-4649 with Lake County Grading Company for Building Demolition, on the North-South bypass of the Elgin O'Hare Western Access Corridor from Milepost 0.2 to Milepost 5.8 and the Tri-State Tollway (I-294) at Milepost 33.7 (IL-64, North Ave.). This Change Order provides additional costs for asbestos abatement, in the amount of \$575,000.00.

Resolution

The Change Order in the amount of \$575,000.00, and the commensurate increase in the upper limit of compensation on Contract No. I-15-4649 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21304
AMENDING RESOLUTION NO. 21095

Background

Resolutions 19584 and 21069 authorized acquisition of needed parcels and expenditures up to \$6,900,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 21095, as preceded by Resolutions 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21095 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Tri-State Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21095, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$6,900,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

RESOLUTION NO. 21304
AMENDING RESOLUTION NO. 21095

Resolution – Continued

In the event all or the part of the Parcels identified on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the Acting General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

The Executive Director, or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$6,900,000.00.

Approved by: _____

Chairman

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RESOLUTION NO. 21304
AMENDING RESOLUTION NO. 21095

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook

ADDED IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook

RESOLUTION NO. 21305
AMENDING RESOLUTION NO. 21209

Background

Resolutions 20894, 20227, 19882, and 19584, authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 21209, as preceded by Resolutions 21171, 21159, 21094, 21048, 21027, 21002, 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986 identified specific parcels that were required for Tollway purposes. Resolution 21209 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21209, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$360,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators,

RESOLUTION NO. 21305
AMENDING RESOLUTION NO. 21209

Resolution – Continued

surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

In the event all or the part of the Parcels identified on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the Acting General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

The Executive Director, or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as

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6.3/13

RESOLUTION NO. 21305
AMENDING RESOLUTION NO. 21209

Resolution – Continued

the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

06/22/17

6.3/13

RESOLUTION NO. 21305
AMENDING RESOLUTION NO. 21209

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

NW-7A-12-001	08-25-302-001
NW-7A-12-002	08-25-300-001
NW-7A-12-008	08-25-100-006, 08-25-101-004, 08-25-101-005, 08-25-102-015, 08-25-102-017, 08-25-103-004, 08-25-100-005, 08-25-101-003
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014
NW-7A-12-016	08-24-304-001
NW-7A-12-018	08-26-411-008, 08-26-411-006 & 08-26-411-010
NW-7A-12-019	08-26-411-009, 08-26-411-013
NW-7A-12-021	08-26-401-038
NW-7A-12-022	08-26-401-031
NW-7A-12-023	08-26-401-030 & 08-26-401-039
NW-7A-12-034	08-26-201-030
NW-7A-12-035	08-26-201-018
NW-7A-12-036	08-26-201-024
NW-7A-12-037	08-23-402-012
NW-7A-12-038	08-23-402-014
NW-7A-12-039	08-23-402-004, 08-23-402-005, 08-23-402-006, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-401-037, 08-26-401-040 & 08-26-400-009
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange	PREVIOUSLY IDENTIFIED
<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
NW-7A-12-051	08-24-302-023
NW-7A-12-055	08-26-201-027
NW-7A-12-058	08-26-201-009
NW-7A-12-059	08-26-201-008
NW-7A-12-060	08-26-201-006 & 08-26-201-007
NW-7A-12-064	08-23-402-009
NW-7A-12-900	That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11
NW-7A-12-005	08-25-102-011, 08-25-102-016 08-25-102-018, 08-25-103-005
NW-7A-12-033	08-26-201-031
NW-7A-12-025	08-26-200-016, 08-26-200-017, 08-26-201-023
NW-7A-12-032	08-26-201-015 & 08-26-201-025
NW-7A-12-071	COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1A-12-003	07-34-402-020	Cook
EO-1A-12-004	07-34-407-008	Cook
EO-1A-12-005	07-34-407-009	Cook
EO-1A-12-006	07-34-407-010	Cook
EO-1A-12-007	07-34-407-011	Cook
EO-1A-12-008	07-34-407-012	Cook
EO-1A-12-018	07-34-401-021 07-34-401-022	Cook
EO-1A-12-021	02-01-200-031 02-01-200-032	DuPage
EO-1A-12-023	02-01-400-018	DuPage
EO-1A-12-024	03-06-300-009	DuPage
EO-1A-12-036	07-34-400-025 07-34-400-026	Cook
EO-1A-12-037	07-34-401-013 07-34-400-019 07-34-402-030 07-34-402-024	Cook
EO-1A-12-045	02-01-200-034	DuPage
EO-1A-12-046	02-01-200-035	DuPage
EO-1A-12-047	02-01-200-036	DuPage
EO-1A-12-048	03-06-100-008 03-06-200-001	DuPage
EO-1A-12-049	03-06-100-009 03-06-200-011	DuPage
EO-1A-12-900	That part of Hamilton Parkway in Hamilton Lakes Commerce Center Subdivision in the northeast quarter of section 1, township 40 north, range 10	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1A-12-901	That part of a public street lying east of block 8 in unit 2 - the Itasca Industrial Development of the Central Manufacturing District, in section 1, township 40 north, range 10	DuPage
EO-1A-12-902	03-06-300-010	DuPage
EO-1B-12-002	03-06-403-054	DuPage
EO-1B-12-149	03-06-402-008	DuPage
EO-1B-12-150	03-06-402-007	DuPage
EO-1B-12-151	03-06-403-055	DuPage
EO-1B-12-162	03-07-205-015	DuPage
EO-1B-12-163	03-07-217-002	DuPage
EO-1B-12-164	03-07-203-009	DuPage
EO-1B-12-165	03-07-203-010	DuPage
EO-1B-12-166	03-07-217-004 & 03-07-203-003	DuPage
EO-1B-12-167	03-07-217-005 & 03-07-203-004	DuPage
EO-1B-12-168	03-07-217-006 & 03-07-203-005	DuPage
EO-1B-12-169	03-07-217-007 & 03-07-203-006	DuPage
EO-1B-12-170	03-07-217-008 & 03-07-203-007	DuPage
EO-1B-12-171	03-07-217-009	DuPage
EO-1B-12-172	03-07-217-010	DuPage
EO-1B-12-173	03-07-204-002 & 03-07-217-011	DuPage
EO-1B-12-174	03-07-204-003 & 03-07-217-012	DuPage
EO-1B-12-175	03-07-204-004 & 03-07-217-013	DuPage
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-178	03-07-204-007 & 03-07-217-016	DuPage
EO-1B-12-179	03-07-204-008 & 03-07-217-017	DuPage
EO-1B-12-180	03-07-204-009 & 03-07-217-018	DuPage
EO-1B-12-181	03-07-217-019	DuPage
EO-1B-12-182	03-07-217-021 & 03-07-217-022	DuPage
EO-1B-12-903	That part of Clover Ridge Lane lying within Clover Ridge Subdivision of part of the southeast quarter of section 6, township 40 north, range 11	DuPage
EO-1A-12-026	03-06-101-015 & 03-06-201-005	DuPage
EO-1B-12-004	03-05-404-003	DuPage
EO-1B-12-005	03-05-404-002	DuPage
EO-1B-12-007	03-05-404-032	DuPage
EO-1B-12-008	03-05-405-030	DuPage
EO-1B-12-011	03-05-405-021	DuPage
EO-1B-12-012	03-05-405-027	DuPage
EO-1B-12-013	03-05-405-028 & 03-05-405-029	DuPage
EO-1B-12-075	03-05-309-001	DuPage
EO-1B-12-078	03-05-300-018	DuPage
EO-1B-12-081	03-05-400-002	DuPage
EO-1B-12-083	03-05-200-028	DuPage
EO-1B-12-084	03-05-400-003	DuPage
EO-1B-12-146	03-05-302-054	DuPage
EO-1B-12-155	03-05-302-073	DuPage
EO-1B-12-156	03-05-403-007, 03-05-403-008 & 03-05-302-072	DuPage
EO-1A-12-058	03-06-400-012, 03-06-400-011, 03-06-400-004	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1A-12-061	03-06-300-005, 03-06-400-002	DuPage
EO-1B-12-079	03-05-101-017	DuPage
EO-1B-12-091	03-05-402-004	DuPage
EO-1B-12-014	03-04-302-010	DuPage
EO-1B-12-095	03-05-402-011	DuPage
EO-1B-12-152	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-153	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-154	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-904	That part of Park Boulevard as shown on the plat of dedication for parts of a public street to be known as Park Boulevard, being part of sections 5 and 6 in township 40 north, range 11	DuPage
EO-1B-12-908	That part of Prospect Avenue as shown on the plat of Grant to the Village of Itasca, being part of the southwest quarter of section 4 and northwest quarter of section 9, township 40 north, range 11	DuPage
EO-1B-12-062	03-02-401-005	DuPage
EO-1B-12-063	03-02-401-006	DuPage
EO-1B-12-064	03-02-401-002 & 03-11-200-002	DuPage
EO-1B-12-066	03-11-200-006	DuPage
EO-1B-12-068	03-11-202-012 & 03-11-202-013	DuPage
EO-1B-12-069	03-11-202-046	DuPage
EO-1B-12-070	03-11-202-043	DuPage
EO-1B-12-101	03-04-301-009	DuPage
EO-1B-12-102	03-04-101-022	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1B-12-086	03-05-200-034, 03-05-200-035	DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11	DuPage
EO-1B-12-183	03-05-404-004	DuPage
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-02-400-001	DuPage
EO-1B-12-135	03-02-400-029	DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-025	03-04-406-027	DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005	DuPage
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access **PREVIOUSLY IDENTIFIED**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1B-12-927	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-254005 ON DECEMBER 30, 1992, ALSO THAT PART OF ARLINGTON HEIGHTS ROAD AS DESCRIBED IN THE DEDICATION DEED RECORDED FEBRUARY 9, 1939 AS DOCUMENT R1939-396978	DuPage
WA-1D-12-041	12-19-400-159	Cook
WA-1D-12-103	12-19-400-121	Cook
EO-1B-12-024	03-04-402-021	DuPage
EO-1B-12-038	03-03-304-021	DuPage
EO-1B-12-105	03-04-301-002	DuPage
EO-1B-12-907	THAT PART OF PARKSIDE AVENUE AS SHOWN ON LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-911	THAT PART OF MITTEL DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 3, BEING A RESUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 9 AND PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1983 AS DOCUMENT NUMBER R1983-090012	DuPage
EO-1B-12-913	THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596	DuPage
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1B-12-917	THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-918	THAT PART DILLON DRIVE AS DEDICATED AS PART OF O'HARE - THORNDALE CENTER FOR BUSINESS, BEING A RESUBDIVISION IN CHARLES BOESCHE'S DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED NOVEMBER 15, 1984 AS DOCUMENT NUMBER R1984-092708	DuPage
EO-1B-12-919	THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337	DuPage
TW-7-12-002	15-06-100-011, 15-06-100-033	Cook
TW-7-12-025	03-36-400-004, 03-36-400-005	DuPage
WA-1D-12-031	12-19-100-061	Cook
WA-1D-12-086	12-20-300-081, 12-20-300-082	Cook
WA-1D-12-104	12-19-400-120	Cook
EO-1B-12-133	03-02-303-008, 03-02-303-010	DuPage
WA-1D-12-060	12-19-100-122	Cook
WA-1D-12-083	12-19-300-015	Cook
WA-1D-12-084	12-19-300-018	Cook
WA-1D-12-085	12-19-300-013	Cook
WA-3D-12-047	08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006	Cook
EO-1B-12-053	03-02-301-019	DuPage
EO-1B-12-056	03-02-301-017	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage
EO-1B-12-033	03-03-302-035, 03-04-403-005, 03-04-403-006	DuPage
EO-1B-12-058	03-02-301-007	DuPage
EO-1B-12-126	03-02-300-019	DuPage
WA-1D-12-011	12-19-400-151	Cook
EO-1B-12-059	03-02-302-005	DuPage
EO-1B-12-106	03-04-400-011	DuPage
EO-1B-12-131	03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037	DuPage
EO-1B-12-184	03-02-302-006	DuPage
EO-1B-12-185	03-02-304-010, 03-02-304-011	DuPage
WA-1D-12-010	12-19-400-049	Cook
WA-3D-12-048	08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017	Cook
NW-7B-12-004	08-25-400-007	Cook
EO-1B-12-107	03-04-400-007	DuPage
EO-1B-12-932	THAT PART OF LOT 9 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
EO-1B-12-933	THAT PART OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
WA-1D-12-006	12-19-400-119	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION		County
WA-1D-12-007	12-19-400-117, 12-19-400-167		Cook
WA-1D-12-012	12-19-400-084, 12-19-400-104		Cook
WA-1D-12-014	12-19-400-056		Cook
WA-1D-12-015	12-19-400-150		Cook
WA-1D-12-016	12-19-400-152		Cook
WA-1D-12-080	12-19-400-079		Cook
WA-1D-12-107	12-19-400-168		Cook
WA-1D-12-108	12-19-400-102		Cook
EO-1B-12-029	03-04-406-023		DuPage
EO-1B-12-129	03-02-304-012, 03-02-300-022		DuPage
EO-1B-12-930	THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977		DuPage
NW-7A-12-101	08-36-102-001		Cook
WA-1D-12-048	03-13-403-002, 03-13-406-001,		DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030		DuPage
EO-1B-12-189	03-04-406-028		DuPage
EO-1B-12-928	THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS		DuPage
WA-1D-12-004	12-19-400-078		Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook
NW-7A-12-103	08-36-102-027	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION		County
NW-7A-12-105	08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042		Cook
NW-7A-12-110	08-36-100-008		Cook
NW-7A-12-112	08-36-100-019		Cook
TW-7-12-004	12-31-301-028		Cook
TW-7-12-040	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294		Cook
TW-7-12-902	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294		Cook
TW-7-12-903	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294		DuPage
WA-3D-12-064	08-25-301-006		Cook
WA-3D-12-065	08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011		Cook
NW-7A-12-017	08-26-411-002		Cook
NW-7A-12-073	08-25-301-005		Cook
NW-7A-12-076	08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017		Cook
NW-7A-12-081	08-26-410-002, 08-35-201-003		Cook
NW-7A-12-082	08-26-411-003, 08-26-411-005		Cook
NW-7A-12-084	08-26-411-018		Cook
NW-7A-12-085	08-35-201-009		Cook
NW-7A-12-086	08-35-203-016, 08-35-203-019		Cook
NW-7A-12-099	08-36-101-027		Cook
NW-7A-12-111	08-26-410-001		Cook
NW-7A-12-113	08-35-201-012, 08-26-410-006		Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-3D-12-054	08-36-201-011	Cook
WA-3D-12-079	09-30-300-051	Cook
WA-3D-12-080	09-30-300-050, 09-03-300-060	Cook
WA-3D-12-081	09-30-300-059	Cook
WA-1D-12-062	12-19-100-035, 12-19-100-001	Cook
TW-7-12-031	12-30-100-016-6001, 12-30-100-016-6002	Cook
WA-1D-12-001	12-19-500-006, 12-19-500-008	Cook
WA-1D-12-074	12-19-500-004, 12-18-500-006	Cook
WA-1D-12-081	12-18-300-012, 12-18-300-056 12-18-300-064, 12-18-300-065 12-18-300-066, 12-18-300-060, 12-18-300-044	Cook
WA-1D-12-092	03-13-510-001	DuPage
WA-2D-12-184	03-12-505-004, 03-01-505-004, 03-12-510-001	DuPage
WA-2D-12-216	03-12-100-002, 03-13-100-017, 03-13-100-021, 03-13-100-022 03-13-100-023, 03-13-100-024, 03-13-100-031 03-13-100-032 03-13-100-033, 03-13-100-037, 03-13-100-038, 03-13-100-040 03-13-100-041, 03-13-100-043, 03-13-100-042, 03-13-100-046 03-13-100-047, 03-13-100-039, 03-13-100-045, 03-13-100-048 03-12-510-001, 03-13-510-001, 03-13-100-009, 03-13-100-010	DuPage
WA-2D-12-218	03-01-504-001 08-36-500-021	DuPage Cook
WA-3D-12-002	08-36-300-007	Cook
WA-1D-12-022	03-24-201-013, 03-24-201-014	DuPage
WA-1D-15-001	12-19-100-036	Cook
WA-2D-12-195	03-01-509-001, 03-01-509-002, 03-01-100-003	DuPage
WA-3D-12-003	08-36-300-009, 08-36-300-012, 08-36-300-013	Cook
WA-3D-12-006	08-36-300-010	Cook
WA-3D-16-001	09-31-100-004	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-023	03-24-201-019	DuPage
WA-1D-12-024	03-24-201-020	DuPage
WA-1D-12-025	03-24-201-006, 03-24-201-015	DuPage
WA-1D-12-027	12-19-100-066	Cook
WA-1D-12-028	12-19-100-065	Cook
WA-1D-12-029	12-19-100-084	Cook
WA-1D-12-030	12-19-100-083	Cook
WA-1D-12-032	12-19-100-096	Cook
WA-1D-12-033	12-19-100-112- 1001, 12-19-100-112- 1002 12-19-100-112- 1003, 12-19-100-112- 1004 12-19-100-112- 1005, 12-19-100-112- 1006	Cook
WA-1D-12-034	12-19-100-038	Cook
WA-1D-12-035	12-19-100-019	Cook
WA-1D-12-037	12-19-100-026	Cook
WA-1D-12-109	12-19-100-078	Cook
WA-1D-12-038	12-19-100-028	Cook
WA-3D-12-011	08-36-102-046, 08-300-011	Cook
WA-3D-16-900	THAT PART OF NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF HIGGINS ROAD	Cook
WA-3D-12-900	08-36-102-045	Cook
EO-1B-15-001	03-09-100-019, 03-34-302-012	DuPage
NW-7A-16-001	08-35-202-045	Cook
WA-2D-16-001	03-01-100-003	DuPage
WA-3D-12-008	08-36-102-010, 08-36-102-011, 08-36-102-012, 08-36-102-04	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	ADDED IDENTIFIED PARCELS	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
WA-1D-15-002	12-19-400-148, 12-19-400-149	Cook
WA-2D-16-005	03-11-404-004, 03-11-404-022, 03-11-404-025	DuPage
WA-3D-12-012	08-36-101-012	Cook

RESOLUTION NO. 21306

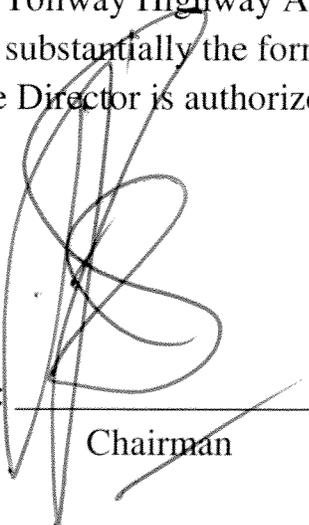
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of Cook (the "County") in connection with the construction and operation of Illinois Route 390. The Tollway owns parcels adjacent to Illinois Route 390 necessary for construction but not operation of Illinois Route 390 along Roselle Road and Meacham Road in the County. The County holds jurisdiction of Roselle Road and Meacham Road within County limits in their entirety. The Tollway is desirous of transferring said parcels to the County for the County's ultimate roadway maintenance and jurisdiction.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Illinois Department of Natural Resources in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF COOK**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 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 COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, hereinafter called the "COUNTY", 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 existing Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known entirely as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA" or "PROJECT"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, as part of the PROJECT the Illinois Department of Transportation has transferred property required to construct the PROJECT along Illinois Route 390 from U.S. Route 20 to Illinois Route 53 to the ILLINOIS TOLLWAY and some of that property is required to be transferred from the ILLINOIS TOLLWAY to the COUNTY as outlined in this AGREEMENT; and

WHEREAS, the parcels to be transferred in accordance with this AGREEMENT are situated adjacent to Illinois Route 390 at Roselle Road and Meacham Road; and

WHEREAS, COOK COUNTY holds jurisdiction of Roselle Road and Meacham Road within the COUNTY limits in their entirety; and

WHEREAS, the ILLINOIS TOLLWAY owns parcels at Roselle Road and Meacham Road which were necessary for the construction of the PROJECT, but said parcels are not required for the maintenance and operation of the Illinois Route 390 Toll Highway; and

WHEREAS, the ILLINOIS TOLLWAY is desirous of transferring parcels at Roselle Road and Meacham Road to the COUNTY for the COUNTY's ultimate roadway maintenance and jurisdiction; and

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WHEREAS, the ILLINOIS TOLLWAY implemented improvements at Roselle Road and at Meacham Road as part of the EOWA project and the maintenance and jurisdiction responsibilities for these roadways has been defined as part of ILLINOIS TOLLWAY IGA #4601 and ILLINOIS TOLLWAY IGA #4602; and

WHEREAS, there are existing utilities located on the parcels to be transferred from the ILLINOIS TOLLWAY to the COUNTY; and

WHEREAS, as part of the PROJECT, the ILLINOIS TOLLWAY is acquiring additional parcels that may be required for the COUNTY's ultimate jurisdictional responsibilities and those parcels will be transferred to the COUNTY from the ILLINOIS TOLLWAY as part of a separate AGREEMENT in the future; and

WHEREAS, this AGREEMENT shall be known, for recording purposes, as #002016-37; 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 COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the above stated recitals, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the PARTIES hereto, the PARTIES covenant, agree and bind themselves as follows:

I. RECITALS

- A. The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this AGREEMENT.

II. ENGINEERING

- A. The ILLINOIS TOLLWAY has performed preliminary and final design engineering, obtained necessary surveys, and prepared the final plans and specifications for the PROJECT.

III. RIGHT OF WAY

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- A. The parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the COUNTY after execution of this AGREEMENT as indicated in "Exhibit A" and depicted on "Exhibit B", attached hereto.
- B. The ILLINOIS TOLLWAY shall perform all survey work, prepare all parcel plats, establish legal descriptions as necessary, and generally comply with its' written Policies and Procedures for all parcels to be transferred to the COUNTY.
- C. Any and all right of way acquisition costs regarding the parcels listed on Exhibit A that are paid by the ILLINOIS TOLLWAY including, but not limited to, the purchase price, expenses for title research, survey preparation, and appraisal, negotiations, relocation, and court proceedings have been borne by the ILLINOIS TOLLWAY and shall not be subject to reimbursement by the COUNTY.
- D. The ILLINOIS TOLLWAY agrees to convey the parcels listed on Exhibit A, to the COUNTY and to retain a Permanent Easement on parcels EO-1A-14-104.EX and EO-1A14-108.EX as necessitated by the westbound Illinois Route 390 bridge structure over Meacham Road. To effectuate the conveyance, the ILLINOIS TOLLWAY shall execute and deliver quit claim deeds to the COUNTY.
- E. Unless otherwise agreed, the ILLINOIS TOLLWAY will provide the COUNTY as available the following documentation associated with the parcels being conveyed:
 - Plat & Legal
 - Order Vesting Title
 - Recorded Final Judgment Order or Recorded Conveyance Documents
 - Title Policy
- F. All land conveyances referenced in this AGREEMENT will be tendered in a form that is acceptable for recordation.
- G. The ILLINOIS TOLLWAY shall record all deeds and any other documents that must be recorded.

IV. UTILITIES

- A. The ILLINOIS TOLLWAY will provide available electronic information for existing utilities located within the parcels to be transferred to the COUNTY.
- B. Subsequent to the transfer of the right of way to the COUNTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all reimbursable utility relocation costs the COUNTY may incur for ILLINOIS TOLLWAY required adjustments.

- C. The COUNTY agrees to make arrangements with utilities that are either existing on or that are planned to be relocated to the parcels described herein that are to be transferred from the ILLINOIS TOLLWAY to the COUNTY in conjunction with the PROJECTS improvements. The COUNTY shall issue any required permits in conjunction with the PROJECTS improvements allowing the utilities to remain in either their existing locations or planned locations without charge of permit fees and subject to COUNTY permit conditions.
- D. Subsequent to the transfer of right of way from the ILLINOIS TOLLWAY to the COUNTY, the ILLINOIS TOLLWAY shall not be responsible for costs to relocate existing utilities located within the parcels being transferred unless required for an ILLINOIS TOLLWAY proposed improvement.

V. CONSTRUCTION

- A. The ILLINOIS TOLLWAY has advertised and received bids, awarded the contract(s), provided construction engineering inspections and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VII of this AGREEMENT.

VI. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to transfer the properties identified in Exhibit A to this AGREEMENT without cash consideration. The PARTIES agree and acknowledge that the assumption of the maintenance and jurisdictional responsibilities associated with the transfer properties constitute fair and adequate consideration for the transfer of such properties.

VII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the COUNTY and the ILLINOIS TOLLWAY.
- 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 as it relates specifically to conveyance of the parcels listed on Exhibit A and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter as it relates specifically to conveyance of the parcels listed on Exhibit A.
- C. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

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- D. Each PARTY has designated a point of contact and a protocol for PROJECT communications. Representatives may be changed, from time to time, by subsequent written notice.
- E. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, representatives authorized by the Chief Engineering Officer of the ILLINOIS TOLLWAY and representatives authorized by the Superintendent of Transportation and Highways of the COUNTY 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 or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Superintendent of Transportation and Highways of the COUNTY 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, the decision of the Chief Engineering Officer 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. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- H. The failure by the ILLINOIS TOLLWAY or the COUNTY 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 COUNTY unless such provision is waived in writing.
- I. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- J. All notices shall be in writing and shall be personally delivered or mailed 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 Engineering Officer

To COOK COUNTY: The Cook County Department of
Transportation and Highways
69 West Washington Street
Room 2400
Chicago, Illinois 60602

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Attn: Superintendent
Transportation Highways

K. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT or for such longer period as the law requires. The PARTIES 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 COUNTY, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

THE COUNTY OF COOK

By: _____
Toni Preckwinkle
President
Cook County Board of Commissioners

This ____ day of _____ A.D. 2017

ATTEST: _____ (SEAL)
County Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highway

Assistant State's Attorney

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____

Date: _____

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Greg M. Bedalov
Executive Director

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21307

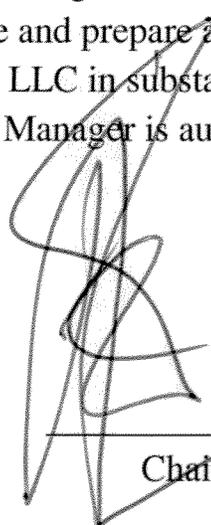
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to lease parcels N-7B-294, N-7B-294.1 and N-7B-294.2 to ADM2, LLC. The properties are located near I-90 and Lee Street in Des Plaines, Illinois. Portions of ADM2, LLC's black top parking lot encroach onto and over the aforementioned parcels by approximately 7,720 feet. The Tollway has a similar lease with the neighboring property owner which is expiring June 30, 2017. The new lease is for a term of five (5) years, or until June 30, 2022. The rent is \$16,496.15 for the first year of the lease, which will increase by 3% each subsequent year. The lease may be terminated by either party with 60 days' advance notice.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare a lease between the Illinois State Toll Highway Authority and ADM2, LLC in substantially the form attached to this Resolution. The Land Acquisition Manager is authorized to execute said Agreement.

Approved by:



Chairman

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LAND LEASE

WHEREAS, The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as the “Authority” is the owner in fee of certain parcels of real property, designated by the Authority as Parcel Nos. N-7B-294, N7B-294.1 and N-7B-294.2 located in an area generally known as IL/I-90 and Lee street; and

WHEREAS, ADM2, LLC, is adjacent land owner desirous of leasing a portion of said parcels of real property covering approximately 7,270 sq. ft. and generally depicted in yellow on the attached Exhibit “A” made a part hereof by this reference, hereinafter sometimes referred to as the “Leased Property”, and

WHEREAS, the Authority and ADM2, LLC mutually desire to enter into this “Lease” in connection with the subject parcels;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERMS:**

The Authority hereby leases to ADM2, LLC and ADM2, LLC hereby leases from the Authority the Leased Property for the sole purpose of ground level parking. ADM2, LLC shall have the right, from the time during the period of this Lease, to pave and repair the parking lot surface and to install and maintain parking lot light piles and fixtures, provided such lighting and poles do not interfere with the safe and efficient movement of Tollway traffic, as determined by the Chief Engineering Officer of the Authority. This Lease shall be for the term commencing on July 1, 2017 and will expire at midnight on June 30, 2022. At the expiration of such term ADM2, LLC agrees to deliver up to the Authority the Leased Property in good condition with all improvements thereon, reasonable wear and tear accepted. The Tollway will consider a 5 year option to renew this lease, and if it is agreed by both parties to do so a new lease rate will be determined. The terms and conditions of the lease shall be extended and during the Renewal Term rent shall be paid annually in advance on or before July 1 of each year. The rental rate during the Renewal Term shall be due on or before July 1, of any given year and shall increase 3% each year.

2. **RENTS:**

ADM2, LLC agrees to pay the Authority for 5 years as compensation for the lease of the Leased Property pursuant to the terms hereof. Said payments are due and owing on the first day of each rental year during the entire term of this Lease. The rent payments shall be paid as follows:

July 1, 2017 to June 30, 2018 paid on or before July 1, 2017 the annual sum of \$16,496.15
July 1, 2018 to June 30, 2019 paid on or before July 1, 2018 the annual sum of \$16,991.03
July 1, 2019 to June 30, 2020 paid on or before July 1, 2019 the annual sum of \$17,500.76
July 1, 2020 to June 30, 2021 paid on or before July 1, 2020 the annual sum of \$18,025.78
July 1, 2021 to June 30, 2022 paid on or before July 1, 2021 the annual sum of \$18,569.55

3. **MAINTENANCE AND CARE OF LEASED PROPERTY:**

ADM2, LLC shall, throughout the term of this Lease, maintain and repair the Leased Property at ADM2, LLC's sole cost and expense. ADM2, LLC shall give prompt notice in writing to the Authority of any damages to the Leased Property, and comply with all laws, rules and regulations of the Authority and all other governmental units applicable to the use of the Leased Property.

4. **ACCESS OF AUTHORITY:**

ADM2, LLC agrees to allow the Authority, its agents and contractors to enter upon the Leased Property at any time during the term of this Lease to repair and maintain the adjoining right-of-way belonging to the Authority.

5. **INSURANCE:**

During the term of this Lease, ADM2, LLC shall maintain the same liability insurance policy and terms for the Leased Property as in the remainder of the property (1011 East Touhy, Des Plaines, Illinois). ADM2, LLC shall add the Authority as an additional insured party under such liability insurance and provide the Authority with a certificate of insurance evidencing such coverage within 30 days of the date of this Lease.

6. **INDEMNIFICATION:**

ADM2, LLC agrees to and does hereby expressly assume all responsibility for and agrees to indemnify and hold harmless the Authority, its employees, agents and contractors against any loss, damage, cost, fee or expense which the Authority may incur or suffer, or for which it may become liable, growing out of any injury to or death of persons or loss or damage to Leased Property which shall during the term of this Lease be caused by or occur in connection with the use of the Leased Property, and for any such loss, damage cost or expenses which the use of the Leased Property, by ADM2, LLC, and thereafter ADM2, LLC shall attend to the defense of them and save and keep harmless the Authority from all expenses, counsel fees, costs, damages, losses, liabilities, disbursements, and executions in any manner growing out of, pertaining to, or connected therewith. Nothing herein is intended to, nor shall it prevent the Authority, its employees, agents and officers from employing counsel of its own in connection with such claims or actions.

7. **NO CLAIMS AGAINST AUTHORITY:**

Nothing contained in this Lease shall constitute the consent, except as otherwise provided herein, or request of the Authority, express or implied, for the performance of any labor or the furnishing of any materials or other property in reference to the Leased Property or any part thereof, nor as giving ADM2, LLC authority to contract for the permit the rendering of any services or the furnishing of any materials or other property so as to permit the making of any claim against the Authority or to permit a lien for labor or materials to attach to the Leased Property. ADM2, LLC shall require of any person, firm, contractor or subcontractor providing work, materials or labor with respect to the Leased Property to expressly waive any and all rights, claims or interests in may deem to have against the Authority.

8. **ASSIGNMENT OF SUBLETTING:**

ADM2, LLC shall neither assign nor sublet this Lease or any interest therein unless it obtains the prior written consent of the Authority, such consent not to be unreasonably withheld. Notwithstanding the foregoing, ADM2, LLC shall be permitted to assign the Lease to majority owned affiliates, including ADM2, LLC.

9. **LEASE BINDING ON SUCCESSORS, ETC.:**

Authority and ADM2, LLC agree that all of the terms, conditions, stipulations, admissions, agreement, and obligations of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, approved lessees, lessors and approved assigns; and whenever in the Lease reference to either of the parties hereto is made, such successors, lessees, lessors and assigns of such party, the same as if in every case expressed; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease. No assignments shall relieve ADM2, LLC from full and complete responsibility for the performance in full of the obligations of ADM2, LLC as set forth herein unless the Authority consents in writing to this release of liability in connection with an assignment of the Lease.

10. **RESTRICTIONS AGAINST MORTGAGES AND ASSIGNMENTS:**

ADM2, LLC's interest in this Lease may not be mortgaged, encumbered, assigned or otherwise transferred, in whole or in part, by ADM2, LLC or by operation of law, merger, consolidation, or otherwise, without in each case, the prior written consent of the Authority.

11. **RE-ENTRY:**

In the event of a breach by ADM2, LLC of any of the covenants, terms and conditions contained herein including the non-payment of the rent in advance at the time hereinbefore set forth and if such breach shall not be remedied within 60 days after written notice by the Authority to ADM2, LLC of the specific

breach, the Authority at its option may re-enter and take possession of the described Leased Property and at the Authority's sole discretion terminate and cancel this Land Lease and all sums due the Authority as of the date of cancellation or termination, shall be immediately due and payable to the Authority. Upon issuance of a notice of termination or cancellation letter to ADM2, LLC, following said 60 day period, ADM2, LLC shall have no further right or interests to the Leased Property and all rights of ADM2, LLC pursuant to the Lease shall be terminated.

12. **TERMINATION:**

Notwithstanding any of the above provisions, either party may terminate this Lease for any reason whatsoever upon providing 60 day written notice to the other party. Upon such termination by either party, all sums due under the Lease to date must be paid in full and ADM2, LLC must remove all improvements (including, but not limited to, all paving and parking lot surfaces and all parking lot lights and fixtures) on the Leased Property and restore same to the pre-improved condition within said 60 day period if requested by the Authority. Since the rental is paid annually, rent for the year of termination will be prorated with any rent paid to Authority for the time period after the termination date to be refunded to ADM2, LLC by the Authority. The rent to be refunded will be computed assuming a 365 day year with the refund based on the number of days remaining in the lease year after the termination date. The Lease year commences on July 1 or each calendar year and ends on June 30 of the next calendar year.

13. **TAXES AND ASSESSMENTS:**

In the event any real estate or other taxes or assessments of any type are levied against any or all of the described Leased Property, ADM2, LLC agrees to promptly and timely pay any and all sums due for said taxes or assessments in addition to the rent payments required by this Lease.

14. **LESEE TO PAY ALL COSTS OF ENFORCEMENT:**

In the event any litigation or other proceeding involving this Lease, the prevailing party shall be entitled to all costs including but not limited to reasonable Attorney's fees, administrative costs and expenses which it may incur in enforcing the covenants of this Lease or in connection with a default.

15. **NOTICES:**

All notices, demands or requests under this Lease shall be in writing, and shall be considered properly given if sent by United States Certified or Registered mail postage prepaid, return receipt requested.

- (a) If to ADM2, LLC, address to:
ADM2, LLC

DRAFT

1011 E. Touhy Avenue
Des Plaines, IL 60018

- (b) If to the Authority, address to:
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60525
Attn: Michael J. Woodward

LESSOR:

THE ILLINOIS STATE TOLL HIGHWAY

LESSEE:

ADM2, LLC.

By: _____
Chairman

By: _____

ATTEST:

Secretary

ATTEST:

Approved as to Form and Constitutionally,

Assistant Attorney General, State of Illinois



EXHIBIT " A "

RESOLUTION NO. 21308

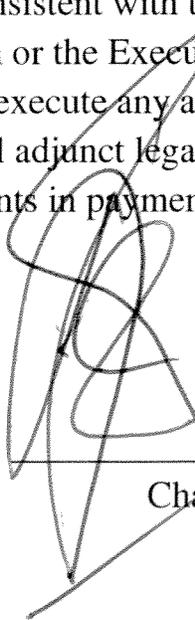
Background

The Illinois State Toll Highway Authority (the “Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with James Clement as recommended by defense counsel Nyhan, Bambrick, Kinzie & Lowry. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of James Clement’s workers compensation claim is approved. The Acting 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 Acting General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21309

Background

The Illinois State Toll Highway Authority (the “Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Timothy Menzer as recommended by defense counsel Ganan & Shapiro. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Timothy Menzer’s workers compensation claim is approved. The Acting 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 Acting General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 21310

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to the Toll Highway Act, 605 ILCS 10/1 et seq. (the "Act"), is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways; and

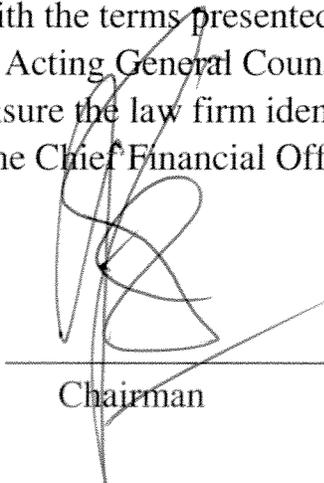
The Tollway, pursuant to Section 10.8(e) of the Act, shall have the power to retain special counsel, subject to the approval of the Attorney General, as needed from time to time, and fix their compensation, provided however; such special counsel shall be subject to the control, direction and supervision of the Attorney General and shall service at his pleasure.

It is necessary and desirable for the Tollway to have the law firm Laner Muchin represent the Tollway in the matter of Reniece Wright v. Illinois State Toll Highway Authority, et al., 15 CV 2597, pending in the United State District Court, Northern District of Illinois. Laner Muchin has successfully represented the Tollway in other employment related matters and is familiar with the processes utilized at the Tollway.

Resolution

The Acting General Counsel is authorized to finalize the contract with the above-referenced law firm and seek necessary appointment from the Attorney General as Special Assistant Attorneys General to ensure that their representation is consistent with the terms presented to the Board. The Chairman or Executive Director or the Acting General Counsel is authorized to execute any documents necessary to ensure the law firm identified is prepared to provide counsel as required, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman