

RESOLUTION NO. 21640

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Bulk Rock Salt through the Central Management Services ("CMS") master contract with Cargill, Inc.; Compass Minerals America, Inc.; and Morton Salt, Inc. (Tollway Contract No. 17-0143). It is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 17-0143 by an aggregate amount of \$3,162,738.00 for the purchase of additional Bulk Rock Salt. 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 and the associated increase to the upper limit of compensation of Tollway Contract No. 17-0143 for the purchase of additional Bulk Rock Salt from Cargill, Inc.; Compass Minerals America, Inc.; and Morton Salt, Inc. is approved in an aggregate amount not to exceed \$3,162,738.00 (increase from \$2,653,188.00 to \$5,815,926.00). 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. 21641

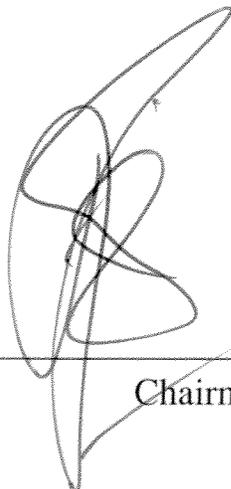
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Fiber Optic Maintenance and Management Services. Pursuant to the Tollway's Request for Proposal No. 17-0002, and upon evaluation by a selection committee, the Tollway has determined that G4S Secure Integration LLC provides the best overall value for Fiber Optic Maintenance and Management Services for an upper limit of compensation not to exceed \$44,748,312.50.

Resolution

The proposal from G4S Secure Integration LLC for the purchase of Fiber Optic Maintenance and Management Services is accepted. Contract No. 17-0002 is approved in an amount not to exceed \$44,748,312.50. 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. 21642

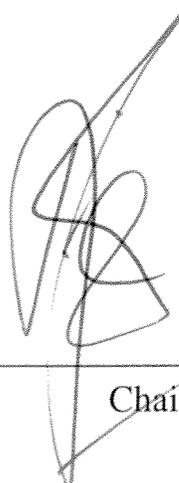
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Diversity Compliance Consultant Services. Pursuant to the Tollway's Request for Proposal No. 17-0215, and upon evaluation by a selection committee, the Tollway has determined that Hamilton Consulting Engineers, Inc. provides the best overall value for Diversity Compliance Consultant Services for an upper limit of compensation not to exceed \$6,993,030.00.

Resolution

The proposal from Hamilton Consulting Engineers, Inc. for the purchase of Diversity Compliance Consultant Services is accepted. Contract No. 17-0215 is approved in an amount not to exceed \$6,993,030.00. 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. 21643

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Technology Professional Services (Contract No. 13-0218) from SDI Presence LLC. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to amend the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$2,374,000.00 for the purchase of additional Technology Professional Services.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 13-0218 for the purchase of additional Technology Professional Services from SDI Presence LLC is approved in an amount not to exceed \$2,374,000.00 (increase from \$11,870,000.00 to \$14,244,000.00). 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. 21644

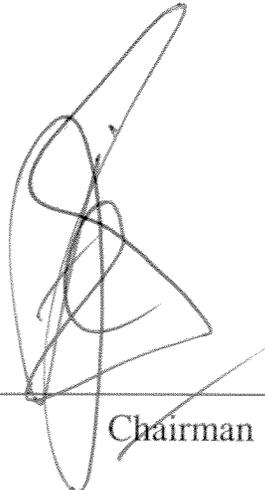
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Bulk Fuel: E-10 Gasoline, E-85, Diesel, Biodiesel, and Performance-Enhancing Additives. Pursuant to the Tollway's Invitation for Bid No. 18-0051, the Tollway has determined that Christian County Farmers Supply Co.; Conserv FS Inc.; G. Cooper Oil Company, Inc.; Mansfield Oil Company of Gainesville, Inc.; and Petroleum Traders Corporation are the lowest responsive and responsible bidders for Bulk Fuel for an aggregate upper limit of compensation not to exceed \$14,434,040.71.

Resolution

The bids from Christian County Farmers Supply Co.; Conserv FS Inc.; G. Cooper Oil Company, Inc.; Mansfield Oil Company of Gainesville, Inc.; and Petroleum Traders Corporation for the purchase of Bulk Fuel are accepted. Contract No. 18-0051 is approved in an aggregate amount not to exceed \$14,434,040.71. 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. 21645

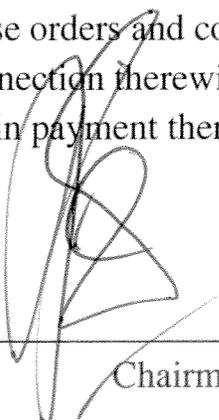
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Out-of-State Registration Retrieval Services (Contract No. 18-0092). The Tollway is authorized to procure additional Out-of-State Registration Retrieval Services pursuant to Illinois Statute 30 ILCS 500/20-30, which requires this form of procurement to be published at least two weeks prior to entering into an emergency extension contract. The Tollway is currently working with the State's Chief Procurement Officer for General Services on the emergency extension process for this procurement, and a contract would only be entered after upcoming predicate steps are successfully completed.

Resolution

The emergency extension for the purchase of additional Out-of-State Registration Retrieval Services is accepted. Contract No. 18-0092 is approved in an amount not to exceed \$300,000.00 (from \$700,000.00 to \$1,000,000.00) and subject to successful completion of all legal and regulatory requirements to appropriately enter an Emergency Extension Contract for the procurement. 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. 21646

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4423 for Building Removal, on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 40.0 (Balmoral Avenue). The lowest responsible bidder on Contract No. I-18-4423 is Fox Excavating, Inc. in the amount of \$742,459.00.

Resolution

Contract No. I-18-4423 is awarded to Fox Excavating, Inc. in the amount of \$742,459.00, 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. 21647

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-9017 for Closed Circuit Television (CCTV) Camera and Ramp Detection Installation, Systemwide. The lowest responsible bidder on Contract No. RR-18-9017 is Meade, Inc. in the amount of \$2,112,236.29.

Resolution

Contract No. RR-18-9017 is awarded to Meade, Inc. in the amount of \$2,112,236.29, 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. 21648

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services, on the Reagan Memorial Tollway (I-88) at Mile Post 109.3 (IL Route 47) on Contract No. I-16-4274.

Illinois Construction & Environmental Consulting, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,099,997.98. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Illinois Construction & Environmental Consulting, Inc., to obtain Construction Management Services, for Contract No. I-16-4274 with an upper limit of compensation not to exceed \$2,099,997.98, 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. 21649

Background

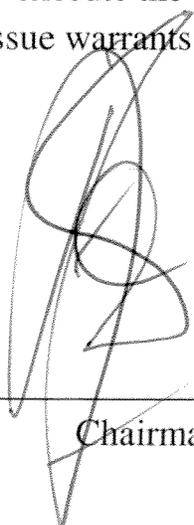
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, for Bridge Reconstruction on the Tri-State Tollway (I-94) at Mile Post 7.5 (Stearns School Road) on Contract No. RR-18-4382.

STV, Incorporated has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,485,608.40. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with STV, Incorporated, to obtain Design Services, for Contract No. RR-18-4382 with an upper limit of compensation not to exceed \$1,485,608.40 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. 21650

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Materials Engineering Services, Systemwide, on Contract No. RR-18-9206.

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 \$19,894,939.18. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer 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-18-9206, with an upper limit of compensation not to exceed \$19,894,939.18, 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. 21651

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20701 approved May 28, 2015, entered into an Agreement with Engineering Services Group, Inc. on Contract RR-14-9171 for Construction Management Services Upon Request, Systemwide.

Per Tollway request, Engineering Services Group, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-14-9171, increasing the contract upper limit by \$468,759.45, from \$3,000,000.00 to \$3,468,759.45. It is necessary and in the best interest of the Tollway to accept the proposal from Engineering Services Group, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Engineering Services Group, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$468,759.45, 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. 21652

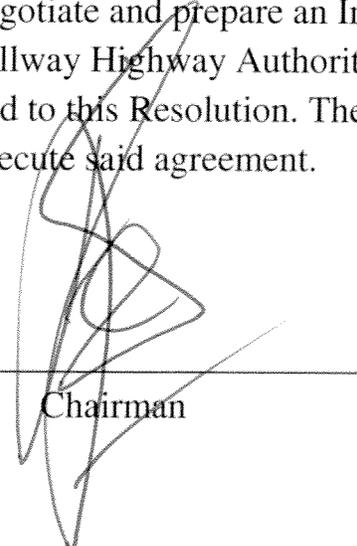
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the City of Rockford ("City"). The Tollway is constructing a new maintenance building and truck wash facility, including landscaping improvements. The landscaping improvements include the removal of invasive species, tree and live snow fence plantings throughout the property, and embankment restoration at the four bridge cones where I-90 crosses over U.S. Route 20. The City has requested additional landscaping improvements at an area of the property enhanced and maintained by the City by previous agreement. The Tollway agrees to provide the additional landscaping improvements subject to reimbursement of an estimated \$30,000 from the City to the Tollway. The Agreement also delineates maintenance responsibilities for the work.

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 City of Rockford in substantially the form 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 ROCKFORD**

This AGREEMENT is entered into this _____ day of _____, 2018, 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 ROCKFORD, a municipal corporation of the State of Illinois, hereinafter called the "CITY ", each individually referred to as a "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY owns real property located at the intersection of the Jane Addams Memorial Tollway ("I-90") and US Business Route 20 ("East State Street") at Mile Post 15.6, (the "PROPERTY"), and operates a maintenance facility on the site; and

WHEREAS, the ILLINOIS TOLLWAY has developed a Landscape Master Plan, with the goal of establishing and maintaining healthy tree communities throughout the Toll Highway system by installing 58,000 trees with the intent of increasing tree canopy coverage, and;

WHEREAS, the ILLINOIS TOLLWAY, and the CITY entered into an Intergovernmental Agreement on January 31, 1991 ("EXHIBIT A") to establish cost and maintenance responsibilities for landscaping and sculpture features added to the PROPERTY at the CITY's request to enhance the entrance to Rockford where East State Street crosses under I-90 (the "GATEWAY ENHANCEMENTS"); and

WHEREAS, the ILLINOIS TOLLWAY is constructing new facilities on the PROPERTY to replace the existing facility on the site, and included in ILLINOIS TOLLWAY Construction Contract # RR-16-4258 (the "PROJECT"). PROJECT work includes, but is not limited to:

Construction of a new maintenance building, truck wash facility, and landscaping improvements including removal of invasive species, tree and live snow fence plantings throughout the PROPERTY, including near the GATEWAY ENHANCEMENTS, and embankment restoration at the four bridge cones where I-90 crosses over East State Street.

WHEREAS, the CITY has requested the ILLINOIS TOLLWAY include in its PROJECT additional landscaping improvements ("ADDITIONAL LANDSCAPING"), including the placement of ornamental and decorative plants and grasses in the islands where the I-90 entrance/exit ramps intersect East State Street, and near the existing GATEWAY ENHANCEMENTS; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the CITY's request to include ADDITIONAL LANDSCAPING, including the placement of ornamental and decorative plants and grasses in the islands where the I-90 entrance/exit ramps intersect East State Street, and near the existing GATEWAY ENHANCEMENTS, subject to reimbursement from the CITY; and

WHEREAS, the PARTIES 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 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 and encouraged by Article VII, Section 10 of the Illinois Constitution and 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, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the ADDITIONAL LANDSCAPING.

B. The CITY shall review the plans and specifications which impact areas to be maintained by the CITY within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the CITY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the CITY shall mean the CITY agrees with all specifications in the plans, including alignment and location of the ADDITIONAL LANDSCAPING to be maintained by the CITY. In the event of disapproval, the CITY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX, of this AGREEMENT.

D. The final approved plans and specifications for the ADDITIONAL LANDSCAPING shall be promptly delivered to the CITY by the ILLINOIS TOLLWAY.

E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility including assuring that all permits, except as otherwise provided herein, (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, 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. Both 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.

II. RIGHT OF WAY

The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT.

III. UTILITY RELOCATION

The ILLINOIS TOLLWAY shall make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT Plans and Specifications.

B. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the CITY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the CITY prior to commencement of work on the ADDITIONAL LANDSCAPING.

C. The CITY 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 the CITY will maintain. The CITY shall assign

personnel to perform inspections on behalf of the CITY, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the person assigned to perform said inspections. The CITY, on its own behalf, and on the behalf of any entity working on behalf of the CITY pursuant to this AGREEMENT, agrees to indemnify and hold harmless the ILLINOIS TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages incurred by the Indemnified Parties, with respect to any claim arising out of or relating to bodily injury, including death, and property damage caused by the CITY's or its employees', agents' or representatives' acts or omissions in the performance of the CITY's obligations pursuant to this AGREEMENT.

D. Notices required to be delivered by either party pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

E. No inspections, approvals of the Specifications or the work by the CITY or its employees, officers or agents shall relieve the ILLINOIS TOLLWAY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the ILLINOIS TOLLWAY; and ILLINOIS TOLLWAY inspections and approvals shall not be considered a waiver of any right the CITY may have pursuant to this AGREEMENT. All CITY communications and correspondence with the ILLINOIS TOLLWAY's contractor(s) or relating to a contract shall be through the ILLINOIS TOLLWAY, unless otherwise specifically approved by the Chief Engineering Officer of the ILLINOIS TOLLWAY. In the event a CITY representative discovers CITY related work that is not being performed or has not been performed in accordance with the approved Plans and Specifications, the representative shall promptly notify the Chief Engineering Officer of the ILLINOIS TOLLWAY or the Chief Engineering Officer's duly designated representative.

V. FINANCIAL

A. It is understood and agreed by the PARTIES that the estimated total cost of the landscaping portion of the PROJECT is \$215,000.00, including design engineering, construction engineering, and construction of improvements included in the ILLINOIS TOLLWAY's original landscaping plan and the CITY's requested ADDITIONAL LANDSCAPING.

B. It is further agreed by the PARTIES that the responsibility for said costs shall be divided as follows:

ILLINOIS TOLLWAY	\$185,000.00
CITY	\$30,000.00

C. The CITY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the CITY will pay to the ILLINOIS TOLLWAY, an amount equal to 50% of its obligation incurred under this AGREEMENT. Upon receipt of an invoice to be issued no sooner than July 1, 2019, the CITY will remit to the ILLINOIS TOLLWAY the remainder of its obligation in a lump sum payment.

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 CITY.

B. As used herein, the terms "maintenance" or "maintain" mean keeping the improvement being maintained in good and sufficient repair and appearance.

C. 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.

D. 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 a reasonable time, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

E. The term "approve" refers to the duty of a party not only to consult with the other party but also to receive consent from the other party to the proposed action and to retain a record which documents such consent from the party with the right to approve the action.

VII. MAINTENANCE - RESPONSIBILITIES

A. The ILLINOIS TOLLWAY agrees to maintain, or cause to be maintained I- 90, and the improvements to the PROPERTY not funded by the CITY in their entirety.

B. The CITY agrees to maintain, or cause to be maintained, the GATEWAY ENHANCEMENTS, as outlined in the Intergovernmental Agreement between the

ILLINOIS TOLLWAY and the CITY fully executed January 31, 1991, the ADDITIONAL LANDSCAPING near the GATEWAY ENHANCEMENTS, and the ADDITIONAL LANDSCAPING on the islands where the I-90 entrance/exit ramps intersect East State Street.

C. The ILLINOIS TOLLWAY shall allow the CITY reasonable access to maintain the various PROJECT improvements funded by the CITY pursuant to terms and conditions as established by the Chief Engineering Officer, including but not limited to:

1. The ILLINOIS TOLLWAY's right to construct, maintain, reconstruct, expand and operate I-90, including all ramps and maintenance facilities.
2. CITY maintenance shall not interfere with I-90, the entrance/exit ramp to I-90, the maintenance building, or truck wash facilities.
3. The ILLINOIS TOLLWAY reserves the right to immediately suspend or terminate the CITY's access rights if CITY maintenance operations interfere with the safe and efficient operation of I-90, the entrance/exit ramp to I-90, the maintenance building, or the truck wash facilities.

D. The CITY shall retain ownership of all sculptures on the PROPERTY. If the CITY fails to maintain or abandons any or all of the improvements constructed on the PROPERTY, the CITY shall, at the ILLINOIS TOLLWAY's discretion, remove any and all structures and restore all ILLINOIS TOLLWAY property to its previous condition.

E. The CITY shall be responsible for all maintenance and energy costs for lighting, and irrigation within the GATEWAY ENHANCEMENTS.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. All items of construction which are stipulated in this AGREEMENT to be maintained by the CITY shall, upon completion of construction, and upon completion of the final inspection, be the sole maintenance responsibility of the CITY, 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.

B. The CITY agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors, and agents harmless from all claims for death, injuries, and damages to persons or property relating to the access, use, maintenance, or improvements on ILLINOIS TOLLWAY right of way or

because of any act, or omission, neglect or misconduct of the CITY and its authorized representatives.

C. The CITY agrees to maintain insurance at all times, add the ILLINOIS TOLLWAY as an additional insured party, and upon request, provide a Certificate of Insurance.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an Intergovernmental Agreement between the City of Rockford and the Illinois State Toll Highway Authority.

B. It is understood and agreed that the ILLINOIS TOLLWAY shall retain jurisdiction of I-90, the I-90 entrance/exit ramps, and the PROPERTY. For purposes 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 CITY 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 a representative, in writing, to the other party who shall serve as the full time representative of the said party during the carrying out of the construction of the ADDITIONAL LANDSCAPING. 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 the CITY and the ILLINOIS TOLLWAY representatives in the preparation of the Plans and Specifications, or changes thereto, or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the CITY's Engineer shall meet and resolve the issue.

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 CITY certifies that its correct Federal Tax Identification number is 36-6006082 and it is doing business as a governmental entity, whose mailing address is 425 E. State Street, Rockford, Illinois 61104.

I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the parties hereto.

J. The CITY shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the CITY for a period of three (3) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 *ILCS* 500/20-65.

K. The CITY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 *ILCS* 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The CITY will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

L. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

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 DuPage County, Illinois.

N. 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, IL 60515
Attn: Chief Engineering Officer

To the CITY:

The City of Rockford
425 E. State Street
Rockford IL. 61104
Attn: City Engineer

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE CITY OF ROCKFORD

By: _____
Thomas McNamara
Mayor

Attest: _____
Nicholas O. Meyer
Legal Director

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to form and constitutionally

Tiffany B. Schafer, Senior Assistant Attorney General, State of Illinois

EXHIBIT A

INTERCHANGE
INFIELD BEAUTIFICATION AGREEMENT
NORTHWEST TOLLWAY AND BUSINESS HIGHWAY 20

This Agreement is made as of this 31 day of January, 1991, by and between the City of Rockford, Illinois, a municipal corporation, hereinafter referred to as the "CITY", and The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, hereinafter referred to as the "AUTHORITY".

W I T N E S S E T H

WHEREAS, the AUTHORITY owns the real property located at the intersection of Interstate 90 (Northwest Tollway) and Illinois Business Highway 20 (State Street) said property existing within the boundries of a certain AUTHORITY owned parcel legally described on Exhibit "A" attached hereto and hereinafter referred to as the "PROPERTY"; and

WHEREAS, the CITY desires the placement and maintenance of landscaping and sculptures on the PROPERTY, in accordance with the PROJECT's site plan attached hereto as Exhibit "B", to enhance the attractiveness of the I-90 entrance to Rockford, Illinois, said improvements hereinafter referred to as the "PROJECT"; and

WHEREAS, the AUTHORITY and the CITY are desirous of cooperating in the construction of the PROJECT, providing for a division of costs thereof, and of setting forth the maintenance responsibilities thereof following completion of the PROJECT; and

MICROFILMED

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article VII, Section 10 of the Constitution and the "Intergovernmental Cooperation Act" (Ill. Rev. Stat., Ch. 127, para. 741, et. seq.); and

WHEREAS, it is in the best interests of the AUTHORITY and the CITY to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I - PRELIMINARY ENGINEERING

1. The CITY agrees to prepare or cause to be prepared the contract plans, special provisions and estimate, receive bids and award the construction contract for the PROJECT and provide engineering inspection thereof during construction. The work shall be awarded to a competent and experienced contractor (or contractors) who has (have) adequate equipment, organization and finances to timely and properly perform the work, and the AUTHORITY shall be promptly notified in writing of the contractor (or contractors) receiving such award.
2. Prior to advertising for letting, the CITY shall submit to the AUTHORITY, for review, comment and approval, the plans and special provisions for the PROJECT. The CITY shall further submit to the AUTHORITY, for review, comment and approval the cost estimate for the PROJECT. After review thereof, within ten (10) working days of receipt of said

plans and special provisions, the AUTHORITY will send to the CITY a letter either approving the documents or stating any objections thereto, including reasons therefor. Approval thereof shall not be unreasonably withheld. No changes in the approved plans and special provisions relating to the PROJECT shall be made by the CITY without prior notice to the AUTHORITY. Such proposed changes, if any, in the approved plans and special provisions shall be promptly reviewed by the AUTHORITY and comments forwarded to the CITY in writing within ten (10) working days.

3. The CITY shall pay or cause to be paid all design engineering costs related to the PROJECT.

II - CONSTRUCTION AND CONSTRUCTION ENGINEERING

1. The CITY agrees to furnish all inspection engineering during construction, and to cause the PROJECT to be built in accordance with the approved plans and special provisions.
2. Any proposed changes in plans or special provisions during construction shall be submitted to the AUTHORITY for prior written approval. The AUTHORITY shall respond within ten (10) business days to such submittal. Said approval(s) shall not be unreasonably delayed or withheld.
3. The CITY shall give not less than ten (10) calendar days notice to the AUTHORITY prior to commencement of construction work on the PROJECT.
4. Nothing herein is intended to, nor shall it authorize the CITY or it's Contractor to interfere with traffic on the Northwest Tollway, or Tollway ramps.

5. The CITY and the contractor shall meet with the AUTHORITY at a pre-construction meeting, at which time the contractor shall present for the approval of the CITY and the AUTHORITY the traffic control devices and procedures he intends to use on the PROJECT.

6. If any of the proposed construction on the PROJECT requires the AUTHORITY to adjust or relocate existing Tollway facilities or utilities not included on the approved plans and special provisions, the AUTHORITY shall have the right to disapprove such proposed construction or to add such work to the contract during construction of the PROJECT, at the AUTHORITY's discretion, and all costs incurred therefor shall become a part of the cost of construction of the PROJECT to be reimbursed or paid for as provided hereinafter in Article IV. It is understood between the parties hereto that no adjustment or relocation of existing tollway facilities is contemplated or anticipated by either party based on a review of the approved plans and special provisions.

7. The CITY shall save and hold harmless the AUTHORITY from any and all claims, liabilities and damages arising out of, or due to the award of the work and construction and the CITY shall require each contractor to indemnify and hold harmless the AUTHORITY in accordance with the indemnification provided the AUTHORITY in Article 107.14 of the AUTHORITY'S 1987 Standard Specifications. This requirement shall be included in the special provisions of the construction contract. All contractors and subcontractors performing work on, under or over AUTHORITY property shall carry the kinds and amounts of insurance set forth on Exhibit "C" with firms subject to AUTHORITY approval.

8. The CITY shall require that the contractor execute full and complete releases of the AUTHORITY from any and all claims of the contractor prior to making final payment to the contractor.
9. The CITY shall require that the AUTHORITY, and its employees, be included as additional insured parties in all insurance required of the contractor, and that the AUTHORITY be added as an additional protected party on all payment and performance bonds required of the contractor. Copies of said insurance policies and bonds shall be delivered to the AUTHORITY prior to commencement of construction. This requirement shall be included in the special provisions for the construction contract. Said Bonds and Insurance shall be as shown on Exhibit "C".
10. The AUTHORITY shall have all reasonable rights of inspection during the progress of the work on the PROJECT. In the event, the AUTHORITY representative discovers work that deviates from the approved plans and specifications the AUTHORITY's representative may notify the City Engineer or his authorized representative where such construction deviates from approved plans and special provisions and the CITY shall thereafter cause said work to be performed in accordance with said approved plans and special provisions.

When the work is complete, the CITY shall give notice to the AUTHORITY of the date for final inspection of the work. The AUTHORITY shall make every reasonable effort to make a final inspection within ten (10) working days from the receipt of said notice for final inspection. In the event the AUTHORITY identifies work that does not conform to the contract plans and special provisions, it shall notify the

City Engineer of such nonconformity and shall promptly detail in writing each item of work that requires correction.

11. The CITY shall not issue final payment to the contractor for the work on the PROJECT until all work is completed in compliance with the approved plans and special provisions and the AUTHORITY has issued its approval of the work following inspection as called for in this Agreement.
12. The CITY shall pay all engineering and construction costs.

III - CONSTRUCTION AND ENGINEERING FINANCING

1. It is understood and agreed that the estimated cost of the PROJECT is \$80,000.
2. It is further agreed that the responsibility for said costs shall be divided as follows:

AUTHORITY. 50% of all landscaping costs or \$20,000, whichever is less, regardless of actual landscaping or total PROJECT costs.

CITY 100% of all PROJECT costs including 50% of all landscaping costs up to \$40,000 and all landscaping costs over \$40,000.

3. The AUTHORITY shall pay or reimburse the CITY for the AUTHORITY's share of landscaping costs of the PROJECT upon completion and final inspection of the PROJECT and the AUTHORITY's approval of an accounting of all PROJECT landscaping costs to be provided to the AUTHORITY by the CITY.

4. All invoices for landscaping products, materials and services shall be reviewed and approved by the AUTHORITY prior to payment by the CITY. Said invoice review by the AUTHORITY shall be completed within ten (10) working days of the actual receipt of invoices from the CITY. Approval of invoices shall not be reasonably withheld by the AUTHORITY.

5. Either the AUTHORITY or the CITY may, after the construction contracts are let by or caused to be let by the CITY, request that supplemental work, not necessary to the completion of the PROJECT, that increases the total cost of the PROJECT or more costly substitute work be added to the construction contract and the CITY 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 improvements. However, the party requesting or causing said non-essential supplemental work or more costly substitute work shall pay for the cost increases of said work, in addition to the costs otherwise provided in this Agreement to be paid by that party.

IV - MAINTENANCE

1. The AUTHORITY shall allow the CITY reasonable access to maintain the various improvements encompassing the PROJECT pursuant to terms and conditions as established, from time to time, by the AUTHORITY's Chief Engineer after the construction is complete subject to the following:
 - (a) The AUTHORITY's absolute right to construct, maintain, reconstruct, expand and operate the Toll

Highway System including all ramps and maintenance facilities.

- (b) The CITY maintenance shall not interfere with Toll Highway or ramp traffic, nor interfere with the maintenance building's operations or facilities.
 - (c) The AUTHORITY's absolute right to immediately terminate the CITY's access rights upon a finding by the AUTHORITY's Engineering Department or the AUTHORITY's Board of Directors that continued maintenance operations of the CITY interfere with the safe or efficient operation of the Tollway system.
2. The CITY shall retain all ownership interest in all sculptures erected upon the PROPERTY. In the event the CITY fails to maintain or abandons any or all of the improvements constructed on the PROPERTY, the CITY shall at the AUTHORITY's discretion, remove any and all structures and restore all AUTHORITY property to its previous condition.
3. Upon completion of the PROJECT it is agreed that the maintenance responsibilities therefor shall be divided between the CITY and the AUTHORITY as follows:
- a. The CITY shall maintain or cause to be maintained:
 - (1) All improvements installed by the CITY pursuant to this Agreement, including all signs, sculptures and landscaping, within the area identified on the site plan attached hereto as Exhibit "B".

(2) After the expiration of two (2) years following completion of the PROJECT all of the CITY's maintenance responsibilities for landscape plantings only shall terminate. The CITY shall have continuous maintenance responsibilities for all signs and sculptures constructed as part of the PROJECT.

b. The AUTHORITY shall maintain, or cause to be maintained, the following:

(1) All drainage facilities that carry exclusive Tollway drainage.

(2) All grassed areas and embankments within the AUTHORITY right-of-way not previously specified to be maintained by the CITY.

(3) All fences that control access to AUTHORITY property.

(4) The maintenance facility located within the boundaries of the PROPERTY.

(5) After the expiration of two (2) years following completion of the PROJECT, the AUTHORITY shall commence maintenance of all landscape materials planted by the CITY as set out above in addition to its designated maintenance responsibilities.

4. As used herein the terms "maintenance" or "maintain" shall refer to the satisfactory upkeep, repair, reconstruction and operation of the right-of-way and

facilities to assure safe and continued use and preservation including, but not limited to, the removal of dirt and debris and the upkeep of grassed and infield areas, trees, sculptures, signs and associated lighting.

5. Any maintenance work required to be performed by a party to this agreement may be performed by the other party, following ten (10) calendar days advance written notice identifying the work to be performed and requesting the maintenance work be performed within a reasonable specified time, if the party responsible for said maintenance work pursuant to this Agreement fails thereafter to perform. In such event, the party who thereafter performs work required hereunder to be performed by the other party shall be entitled to prompt reimbursement of actual costs and expenses of said maintenance.

6. It is understood that the AUTHORITY does not guarantee the quality of the soil within the property limits nor its suitability for the CITY's proposed uses today or in the future. The CITY hereby releases the AUTHORITY from any and all claims of damages to the landscaping by reason of the AUTHORITY's use and operation of its maintenance facility on the PROPERTY.

V GENERAL

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 by December 31, 1993.

Wherever in this Agreement the approval or review of either the CITY or the AUTHORITY is provided for, said approval or review shall not be unreasonably delayed or withheld.

Any dispute concerning the final plans and specifications or in carrying out the terms of this Agreement shall be resolved by a meeting of the City Engineer and the Chief Engineer of the AUTHORITY. Any dispute not resolved as provided above shall be resolved by decision of the CITY's Mayor and the Executive Director of the AUTHORITY, and their decision shall be final.

It shall be the responsibility of the CITY to maintain and provide energy for any lighting to be provided pursuant to the approved plans and specifications for the PROJECT at the CITY's sole cost and expense.

Not later than fourteen (14) days after the execution of this Agreement, each party shall designate a representative in writing to the other party who shall serve as the full time representative of the said party during the carrying out of the construction of the improvements. Each representative shall have authority on behalf of such party, to receive notices and make inspections and give approvals 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 and shall devote full time to this work.

THIS AGREEMENT shall be executed in six counterparts each of which shall be deemed as original.

1 Million per Occurrence and 2 Million Annual Aggregate

D. UMBRELLA COVERAGE

In addition to the limits of coverage specified above, an Umbrella or Excess Liability policy of not less than \$10,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability, Employer's Liability and Comprehensive General Liability coverages is required. Umbrella coverage is subject to approval of the AUTHORITY as to form and amount of self-insured retention.

CONSTRUCTION BOND

The construction bond will be in the amount of \$10,000.00.

EXHIBIT "C"

INSURANCE AND CONSTRUCTION BOND

INSURANCE

The CITY shall not permit its contractors, subcontractors, agents or entities to commence work under the Contract until all the insurance required by this section has been obtained. Certificates of Insurance showing coverage as required to be in effect will be filed with the AUTHORITY prior to performance of the work. Certificates of Insurance will be on Insurance Service Organization's (ISO) Form and shall provide 30 day notice of cancellation. The certificates will be signed by the insurance companies or their authorized agents. The insurance companies must be authorized to do business in the State of Illinois.

The minimum amounts of insurance shall be as follows:

A. COMPREHENSIVE AUTOMOBILE LIABILITY

1. \$ 500,000 Bodily Injury per Person
2. \$1,000,000 Bodily Injury per Occurrence
3. \$ 500,000 Property damage per Occurrence
or \$1,000,000 Combined Single Limit

B. WORKER'S COMPENSATION - Statutory Limits

Employer's Liability: \$1,000,000 Bodily Injury per person.

C. COMPREHENSIVE GENERAL LIABILITY

Policy shall include coverage for Premises and Operations, Contractor's Protective Liability, Completed Operations, Broad Form Blanket Contractual Liability, Broad Form Property Damage including completed Operations and Personal Injury Liability. Where the hazard exists, the coverage shall protect against claims of explosive, collapse, or underground damage.

EXHIBIT "C"

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By [Signature]
Chairman

ATTEST:

[Signature]
Secretary

CITY OF ROCKFORD

By [Signature]
Mayor of Rockford

ATTEST:

[Signature]
~~City Clerk~~

RONALD D. SCHULTZ, LEGAL DIRECTOR



Approved as to Form and Constitutionality

[Signature]
Attorney General, State of Illinois

PARCEL N-2A-23

Area = 28.449 Acres

That part of the southeast quarter (SE $\frac{1}{4}$) of Section 23, Township 44 north, Range 2 east of the 3rd Principal Meridian in Winnebago County, Illinois, described as follows:

Part 1: Beginning at a point on the south line of the SE $\frac{1}{4}$ of Section 23 and 1022.06 feet westerly from the southeast corner thereof; thence northerly on a line forming an angle of $91^{\circ}-21'$ to the right with the last described line extended westerly, 1181.49 feet to a point 100 feet northerly, measured at right angles from the centerline of U. S. Highway No. 20; thence northeasterly on a line forming an angle of $79^{\circ}-56'$ to the right with the last described line extended and parallel to and 100 feet northerly, measured at right angles from the centerline of U. S. Highway No. 20, for 788.78 feet to a point; thence northwesterly on a line forming an angle of $129^{\circ}-58'$ to the left with the last described line extended, 100 feet to a point; thence northerly on a line forming an angle of $50^{\circ}-02'$ to the right with the last described line extended, 620.82 feet to a point on the line described by deed as being parallel with and 10 chains south of the north line of the SE $\frac{1}{4}$ of Section 23; thence westerly on a line forming an angle of $91^{\circ}-18'$ to the left with the last described line extended and on the line described by deed as being parallel with and 10 chains south of the north line of the SE $\frac{1}{4}$ of Section 23, for 1000.26 feet to a point which is 1.90 feet easterly from the west line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 23; thence southerly on a line forming an angle of $88^{\circ}-42'$ to the left with the last described

EXHIBIT "A"

RESOLUTION NO. 21653

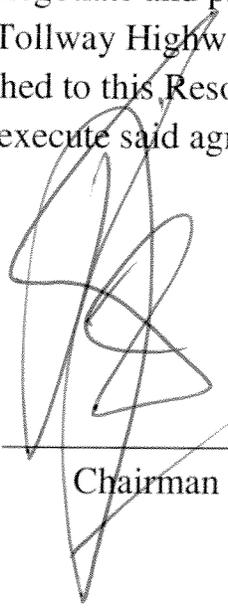
Background

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. ("County"). The Tollway owns parcels at the Rosemont Transit Center located immediately south of I-90 at Des Plaines River Road. The parcels have been declared excess and the County is interested in acquiring the parcels for redevelopment to potentially create a multimodal transportation facility for public use, accommodating Tollway, CTA and Pace patrons. The Tollway will convey the parcels to the County at nominal cost, in reciprocity of a recent County to Tollway conveyance at I-57 & I-294 for nominal cost.

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 County of Cook in substantially the form 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 COUNTY OF COOK**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2018, 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, hereinafter referred to as the "COUNTY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the parcel referred to as the Rosemont Transit Center ("TRANSIT CENTER") is located in Rosemont, Illinois, and serves as an intermodal transit hub for rail rapid transit, buses, taxis, local shuttle buses, automobiles and pedestrians connecting CTA, Pace and other services to nearby businesses and hotels as well as O'Hare International Airport and the City of Chicago including a CTA rail terminal, a bus terminal and staging area used by Pace, a staging area for private shuttles and taxis, a "kiss-and-ride" area for private auto drop-offs and two parking lots; and

WHEREAS, ownership and control of the TRANSIT CENTER has evolved over time with portions of the TRANSIT CENTER now being owned by the COUNTY and the ILLINOIS TOLLWAY; and

WHEREAS, the COUNTY, in cooperation with other government agencies, is now creating a redevelopment plan ("REDEVELOPMENT PLAN") to achieve the highest and best use for the TRANSIT CENTER; and

WHEREAS, ILLINOIS TOLLWAY parcel numbers N-8A-135.EX1, N-8A-136.EX1, and N-8A-137.EX1 (hereinafter referred to as the "PARCELS") are located at the TRANSIT CENTER being south of I-90 and east of Des Plaines River Road (Exhibit "A"); and

WHEREAS, it is not anticipated that the PARCELS will be required for Toll Highway maintenance, operations or future construction improvements and therefore the PARCELS are considered excess to the needs of the ILLINOIS TOLLWAY; and

WHEREAS, the COUNTY conveyed 60 parcels near the intersection of I-294 and I-57 to the ILLINOIS TOLLWAY for public use as documented in ILLINOIS TOLLWAY Intergovernmental Agreement #005629-2, executed November 29, 2012 for nominal consideration; and

WHEREAS, the COUNTY has requested that ownership of the PARCELS be conveyed for nominal consideration to the COUNTY for public use in the redevelopment of the TRANSIT CENTER; and

WHEREAS, it is in the best interest of the PARTIES that the ILLINOIS TOLLWAY convey the PARCELS to the COUNTY for public use; and

WHEREAS, this AGREEMENT pertains to the PARTIES' intentions with respect to the transfer of real property owned by the ILLINOIS TOLLWAY and intended to be transferred to the COUNTY; and

WHEREAS, this instrument shall be known as #002018-01 for ILLINOIS TOLLWAY recording purposes; 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 5/1-001 *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 COUNTY agrees to accept the conveyance from the ILLINOIS TOLLWAY of the PARCELS listed and described on the attached Exhibit A.
- B. The PARCELS being conveyed are now owned by the ILLINOIS TOLLWAY and have the following parcel numbers as identified on Exhibit A as provided herein: N-8A-135.EX1, N-8A-136.EX1 and N-8A-137.EX1.
- C. The PARTIES agree to cooperate in preparing any documents as may be necessary and convenient to complete the conveyance of the PARCELS.

II. CONSIDERATION

- A. The ILLINOIS TOLLWAY agrees that compensation for the PARCELS shall be in accordance with all laws governing “quit claim,” and for nominal consideration only.

III. CONVEYANCE OF THE PARCELS

- A. The COUNTY agrees to accept conveyance of the PARCELS from the ILLINOIS TOLLWAY via a Quit Claim Deed.
- B. The COUNTY agrees to assume and accept the responsibilities and duties associated with the ownership of the PARCELS including, but not limited to maintenance.
- C. The ILLINOIS TOLLWAY shall convey the PARCELS to the COUNTY, provided, however, that:
 - 1. It is understood that the aforementioned PARCELS were acquired and are being conveyed by the ILLINOIS TOLLWAY to the COUNTY for public use and in connection with the REDEVELOPMENT PLAN for the TRANSIT CENTER, and the PARTIES agree that upon a fee simple conveyance of any portion of any of the PARCELS by the COUNTY to a private party, other than any conveyance to a party to the REDEVELOPMENT PLAN, the COUNTY shall reimburse the ILLINOIS TOLLWAY for its pro rata share of any sale proceeds received by the COUNTY in excess of the amount originally paid for the PARCELS to the ILLINOIS TOLLWAY pursuant to the Tollway’s Excess Real Property Declaration and Disposal Policy dated November 2015; and
 - 2. In the event any portion of the PROPERTY is conveyed, sold or vacated, the COUNTY will provide the ILLINOIS TOLLWAY with advance written notice.
 - 3. The Quit Claim deed from the ILLINOIS TOLLWAY to the COUNTY shall contain the following covenant: The Chief Engineering Officer of the ILLINOIS TOLLWAY has agreed in principle to the construction of “on-premises” signage to be placed on a portion of the land to be transferred to the COUNTY, pending the approval of the final plans and specifications of such signage including location, and as long as, in the opinion of the Chief Engineering Officer such signage “on-premises” does not in any way interfere with the safe operation of the Toll Highway.

IV. 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 and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Real Estate Management for the COUNTY shall meet and attempt to 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 PROPERTY, the PARTIES may exercise their contractual remedies, if any.
- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit A, 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 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 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 Engineering Officer

To the COUNTY:

Cook County
Department of Real Estate
Management
69 W. Washington, Suite 3000
Chicago, Illinois 60602
Attn: Director of Real Estate

- K. The COUNTY 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 COUNTY under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The COUNTY further agrees 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.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE COUNTY OF COOK

By: _____ Attest: _____
Toni Preckwinkle County Clerk
President
Board of Commissioners
Date: _____ (SEAL)

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

Assistant State's Attorney

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Elizabeth Gorman
Executive Director

Approved as to Form and Constitutionality

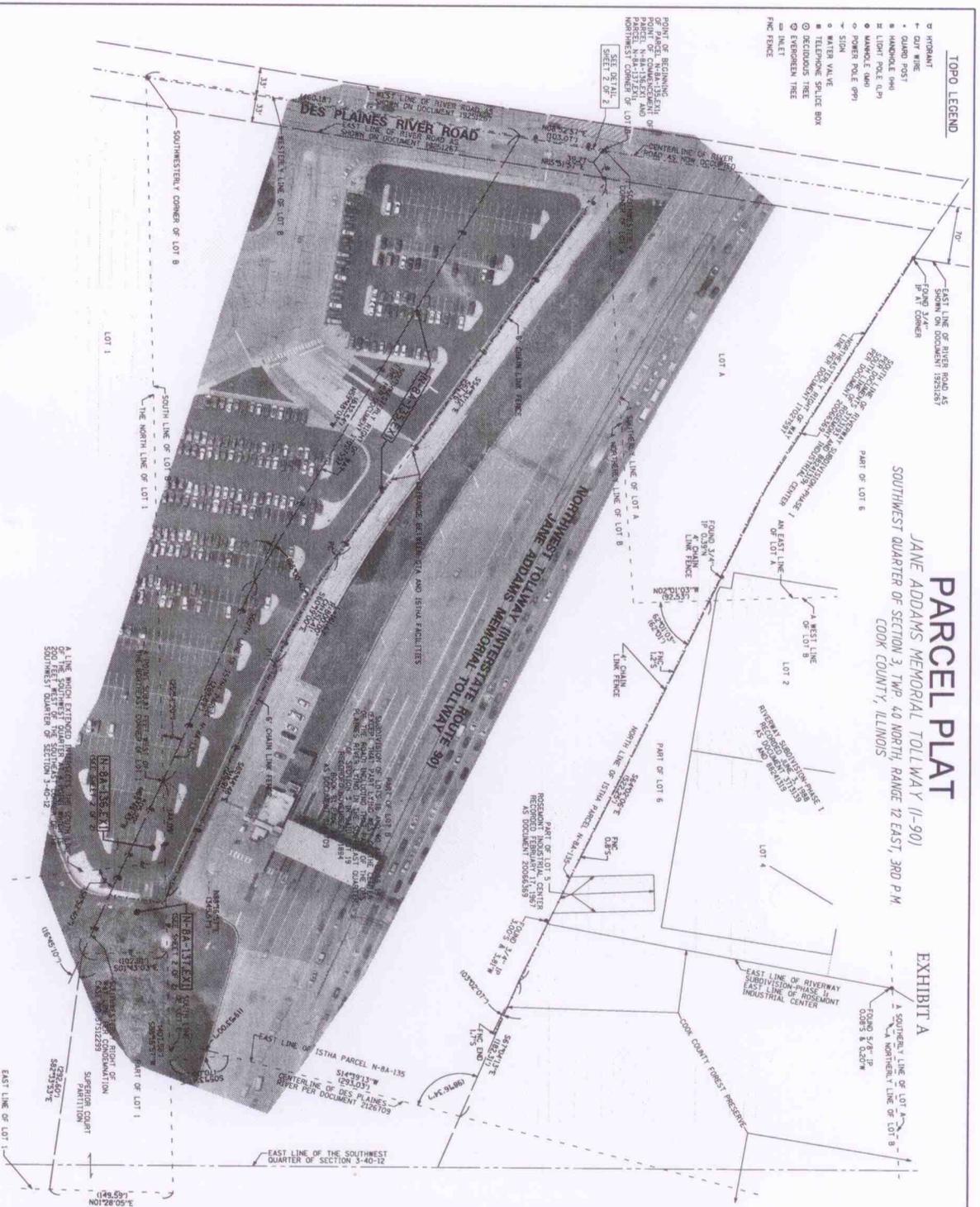
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

PARCEL PLAT

JANE ADDAMS MEMORIAL TOLLWAY (I-90)

SOUTHWEST QUARTER OF SECTION 3, TWP. 40 NORTH, RANGE 12 EAST, 3RD P.M. COOK COUNTY, ILLINOIS

EXHIBIT A



PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	SQUARE FEET	AREA IN ACRES	REMAINDER ACRES
N-8A-135E1	10.842	46,009	1,881	0.091	8.711
N-8A-135E2	0.660	0.000	2,607	0	0
N-8A-135E3	1.040	45.318	0.190	8.275	0.850

SPACECO UAV AERIAL IMAGE DATE OF FLIGHT: 09/07/11

LEGEND

- SECTION CORNER
- QUARTER CORNER
- CENTER OF SECTION
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING 15TH PERMANENT EASEMENT LINE
- PROPOSED 15TH PERMANENT EASEMENT LINE
- PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
- PROPOSED 15TH TEMPORARY EASEMENT LINE
- EXISTING 15TH PERMANENT EASEMENT LINE
- PROPOSED 15TH PERMANENT EASEMENT LINE
- QUARTER SECTION LINE
- PLATTED LOT LINE
- APPROXIMATE RIGHT OF WAY LINE
- MEASURED DIMENSION
- RECORDED DIMENSION
- FOUND IRON PIPE (IP) OR IRON ROD (IR)
- SET 1/4" INCH IRON ROD WITH RED "15TH R.O.W." CAP
- FOUND CONCRETE SURVEY MARKER
- FOUND CONCRETE SURVEY MARKER
- CUT CROSS FOUND OR SET
- SAME OWNERSHIP
- EXISTING 15TH PARCEL NUMBER
- PROPOSED 15TH PARCEL NUMBER

T-9A-1
I-9A-05-001

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)
THIS IS TO CERTIFY THAT I, C. BRIAN LOUGHRAN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED, MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, FIELD WORK COMPLETED ON AUGUST 15, 2011.

DATED AT ROSEMONT, ILLINOIS THIS 18TH DAY OF OCTOBER, 2011.

C. Brian Lougahan
C. BRIAN LOUGHRAN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 093-2941
LICENSE EXPIRATION DATE: 11/20/2018



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
BEARING AND DISTANCE MEASUREMENTS WERE MADE WITH A SINE BAR AND A TOTAL STATION. THE TOTAL STATION WAS CALIBRATED AND CHECKED FOR ACCURACY BY THE SURVEYOR. THE TOTAL STATION WAS USED TO MEASURE THE DISTANCES AND BEARINGS. THE DISTANCES WERE MEASURED TO THE CENTERS OF THE MONUMENTS. THE BEARINGS WERE MEASURED TO THE CENTERS OF THE MONUMENTS. THE MONUMENTS WERE FOUND AND ESTABLISHED BY THE SURVEYOR. THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED, MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

CD DRAWING BY: JAL	REVISIONS	JANE ADDAMS MEMORIAL TOLLWAY	CONTRACT NO. I-2-405B
CALCULATIONS BY: RFP	DESCRIPTION	COOK COUNTY, ILLINOIS	DRAWING NO. 1 OF 2
CHECKED BY: RFP			
APPROVED BY: RFP			



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 COOPER AVENUE
DOWNERS GROVE, ILLINOIS 60515

RESOLUTION NO. 21654

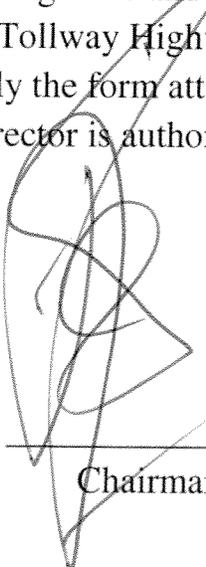
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the University of Illinois at Chicago ("University"). The Tollway intends to analyze vehicle weight enforcement activities by utilizing a Bridge Weigh-In-Motion (BWIM) system prototype developed by the University. By installing a BWIM system, Tollway can analyze data without installing pavement sensors, or the use of axle detectors in the roadway. The University will install the BWIM system and software, calibrate and adapt the system to ambient conditions, train Tollway personnel on the use of the software, and monitor and maintain the system. The cost of installing and activating the benefits of this system is estimated to be \$146,755.00.

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 University of Illinois at Chicago in substantially the form 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 BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
FOR
BRIDGE WEIGH-IN-MOTION RESEARCH**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into this _____ day of _____, 2018, 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 BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", 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, approved a 15 year Capital Program, “Move Illinois: *The Illinois Tollway Driving the Future*,” desires to conduct research for a Bridge Weigh-In-Motion system (“PROJECT”); and

WHEREAS, vehicle weight enforcement activities have traditionally involved the random weighing of trucks at truck weigh stations, requiring dedicated infrastructure, staff, and maintenance, or weigh-in-motion (“WIM”) systems, which embed sensors into pavement to record axle weights of moving trucks, also presenting implementation challenges including installation costs, calibration, maintenance, and accuracy; and

WHEREAS, the ILLINOIS TOLLWAY currently utilizes WIM systems and is seeking to identify and research advances in WIM system design utilizing a Bridge Weigh-In-Motion (“BWIM”) system, requiring neither installation of pavement sensors, nor the use of axle detectors in the roadway; and

WHEREAS, the UNIVERSITY has developed a BWIM system which uses shear strains near bridge supports to acquire the weight of moving trucks, reducing the influence of bridge characteristics and traffic patterns on weight measurements by utilizing strain rosettes to capture the shear strains near bridge supports, then utilizing the shear force response of the bridge to compute the gross vehicle weight; and

WHEREAS, the ILLINOIS TOLLWAY wishes to research BWIM system techniques to effectively and efficiently monitor truck weight on the Tri-State Tollway (I-294); and

WHEREAS, by virtue of successful deployment of Shear Force based BWIM on bridges throughout the United States, the UNIVERSITY has demonstrated necessary expertise to implement the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY and the UNIVERSITY by this instrument, which for ILLINOIS TOLLWAY recording purposes shall be known as Intergovernmental Agreement #001234, intend to outline their respective responsibilities toward implementation and funding for the research and development of the PROJECT, and a copy of the UNIVERSITY's Proposal is incorporated into this AGREEMENT by reference and attached hereto as "EXHIBIT A"; 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 UNIVERSITY by virtue of its powers as set forth in the University of Illinois Act 110 ILCS 305/1 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:

ARTICLE I – SPONSORSHIP/SCOPE

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY in the effort of installing a BWIM system on the NB I-294 Thornton Quarry Bridge, adapt the system to ambient conditions, and monitor and maintain for a period of six (6) months beginning September 1, 2018 through February 28, 2019.
- B. The UNIVERSITY shall calibrate the equipment after installation, train ILLINOIS TOLLWAY personnel on its use, monitor and adjust the system for optimum operations for the remainder of the PROJECT, and provide support for ILLINOIS TOLLWAY personnel in terms of data transfer, acquisition, and maintenance of the system.

ARTICLE II – TASKS/OBJECTIVES/DELIVERABLES

The tasks, objectives, and deliverables as outlined in the plan to install a BWIM system on the NB I-294 Thornton Quarry Bridge are detailed in "EXHIBIT A", attached herein and include:

- A. Installation of the BWIM sensor system at the Bridge site by use of a shear force based fiber optic sensors system at the Bridge abutments.
- B. Onsite fiber optic interrogation data acquisition and field computer will be installed at the bridge site and protected in a NEMA enclosure.

- C. Dedicated user-friendly software installed for acquisition and detection of BWIM data in real time, and for post PROJECT data analysis.
- D. Training on use and analysis of BWIM system software for ILLINOIS TOLLWAY personnel.

ARTICLE III – FINANCIAL TERMS

- A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT and in the UNIVERSITY’s PROPOSAL.
- B. The funding for the PROJECT research project shall be provided directly by the ILLINOIS TOLLWAY to the UNIVERSITY.
- C. The ILLINOIS TOLLWAY agrees that upon execution of this AGREEMENT, and receipt of an invoice from the UNIVERSITY, the ILLINOIS TOLLWAY will pay to the UNIVERSITY, an amount equal to 50% of its obligation incurred under this AGREEMENT, based upon estimated costs, and will pay to said UNIVERSITY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- D. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its agents to verify performance of the work so invoiced.
- E. It is mutually agreed by the PARTIES hereto that the estimated cost to the ILLINOIS TOLLWAY to complete the PROJECT \$146,755.00. It is further agreed that notwithstanding the estimated cost, the ILLINOIS TOLLWAY shall be responsible for the actual costs associated with the completion of the PROJECT as described in the Recital section of this AGREEMENT.

ARTICLE IV – WORK PRODUCT and DOCUMENTS

- A. **CONFIDENTIAL DATA.** Any data, regardless of its form, received from the ILLINOIS TOLLWAY, shall be considered “Confidential Data”. Disclosure of Confidential Data, which shall include, but not limited to written, oral or visual disclosures, shall not be disclosed except as may be required by law, without the advanced written approval of the ILLINOIS TOLLWAY. The UNIVERSITY must return any and all data collected, maintained, or used resulting from the ILLINOIS TOLLWAY’s Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the ILLINOIS TOLLWAY. In the alternative, the UNIVERSITY may provide written certification of

the destruction of the Confidential Data to the ILLINOIS TOLLWAY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the UNIVERSITY's possession prior to its acquisition from the ILLINOIS TOLLWAY if Confidential Data was: 1) received in good faith from a third-party not subject to any confidentiality obligation to the ILLINOIS TOLLWAY; 2) now is or later becomes publicly known through no breach of confidentiality obligation by the UNIVERSITY; or 3) is independently developed by the UNIVERSITY without the use or benefit of the ILLINOIS TOLLWAY's confidential information.

- B.** If the UNIVERSITY receives a request under the Illinois Freedom of Information Act, or a request by legal process to disclose confidential information, the UNIVERSITY will provide prompt notice of the request to the ILLINOIS TOLLWAY, and will not release any documents until at least three (3) business days after providing the ILLINOIS TOLLWAY with notice and an opportunity to object.
- C. OWNERSHIP.** The BWIM system and all data collected from its use are the property of the ILLINOIS TOLLWAY.

ARTICLE V – TERM and TERMINATION

- A.** The tasks set forth in EXHIBIT A shall be performed beginning upon the execution of this AGREEMENT through six (6) months.
- B.** In the event of any termination prior to completion of scope of services, the ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations, even though obligations may extend beyond the termination date. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final technical report summarizing the work performed and results thereof, through the date of termination.

ARTICLE VI – GENERAL PROVISIONS

- A.** The UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in the implementation for the development of a performance related asphalt mix design specification. Such acknowledgement shall be made in any project reports or presentations.
- B.** The UNIVERSITY agrees to the extent permitted by law to indemnify and hold harmless the ILLINOIS TOLLWAY and its employees, officers, directors and agents from any and all claims, suits, actions, and costs of every kind whatsoever, including but not limited to bodily injury, death, and/or property damage, arising out of or relating to their performance of this AGREEMENT, or as a consequence of any act or omission, negligence, or misconduct of the UNIVERSITY, their employees or agents, or their contractors and subcontractors.

- C. The PARTIES agrees that in the performance of this AGREEMENT, the UNIVERSITY, including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.
- D. Subcontracting any portion of this AGREEMENT, except where noted in the UNIVERSITY's PROPOSAL is not permitted without prior written permission of the ILLINOIS TOLLWAY. The UNIVERSITY shall ensure that any and all subcontractors submit bills and invoices in a manner consistent with the terms of this AGREEMENT and UNIVERSITY shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this AGREEMENT.
- E. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- F. This AGREEMENT may not be assigned or transferred by any PARTY without the prior written consent of the others.
- G. 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.
- H. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- I. 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 the 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 PARTIES.
- J. In the event of a dispute between the UNIVERSITY, and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, and the Project Director of the UNIVERSITY 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 Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- K. 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.

- L. Under penalties of perjury, the UNIVERSITY certifies that its correct Federal Tax Identification number is 123456789 and it is doing business as a governmental entity, whose mailing address is University of Illinois at Chicago, 842 West Taylor Street, Rm 2095 ERF (MC 246), Chicago, Illinois 60607.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- O. The failure by the ILLINOIS TOLLWAY, or the UNIVERSITY 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 PARTIES unless such provision is waived in writing.
- P. 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 Engineering Officer

To the UNIVERSITY:

The University of Illinois at Chicago
Civil and Materials Engineering
College of Engineering
842 West Taylor Street,
Rm 2095 ERF (MC 246)
Chicago, Illinois 60607
Attn: Associate Director of Business &
HR Affairs

- Q. The UNIVERSITY certifies it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not

passed from the completion of the sentence for that felony. The PARTIES further acknowledge that the chief procurement officer may declare the related contract void if this certification is false.

- R. The UNIVERSITY certifies that the UNIVERSITY, nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582)
- S. Forced Labor. The UNIVERSITY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the ILLINOIS TOLLWAY under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583)
- T. Procurement of Goods or Services – State Funds. For purchases or services with any State of Illinois funds that cost more than \$10,000.00, (\$5000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,900.00 for supplies and services and \$20,000.00 for professional and artistic services) the UNIVERSITY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,900.00 or more for goods or services and \$20,000.00 or more for professional and artistic services will require the UNIVERSITY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the UNIVERSITY, the procedures of the ILLINOIS TOLLWAY will be used. The UNIVERSITY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes such a procedure; or (3) after solicitation of a number of sources, competition is determined inadequate.
- U. The UNIVERSITY agrees to maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY for a minimum of five (5) years from the last action of the AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the UNIVERSITY for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. The UNIVERSITY further agrees to cooperate fully with any audit and to make its books and records within its custody or control available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
- V. The UNIVERSITY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway

Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The UNIVERSITY will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Please Provide Signee Name/Title

Attest: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany Schafer, Senior Assistant Attorney General, State of Illinois

Bridge Weigh-in-Motion System for I-294 Thornton Quarry Bridge (BRIDGE NO. 112)

SUMMARY OBJECTIVE

The purpose for the work proposed here is to install a Bridge Weigh-in-Motion (BWIM) system at the NB side of the I-294 Thornton Quarry Bridge. The BWIM system is based on the measurement of shear forces generated near the abutment of the Bridge as the trucks exit the Bridge. Detailed description of the fiber optic sensors, their installations, instrumentation, software and calibrations are described herein. The project will be for a duration of six months beginning on September 1, 2018, and ending on February 28, 2019. At present, electrical power is required in order for the project to begin. The following schedule is proposed assuming that the electrical power is available. If the sensors are ordered ahead of the schedule start date of the project, then the tentative schedule will be as follows:

- 1) Start installations on Sept. 10th using interrogation equipment already in hand and replaced with the new equipment when it becomes available.
- 2) Once the new equipment is received around Oct. 1 if ordered ahead of time, we will use it to replace the equipment in (1) above.
- 3) Calibration and training of the Tollway personnel will be tentatively scheduled around October 25, and 26.
- 4) The UIC team will monitor and adjust the system for optimum operations for the remainder of the project and provides support for the personnel in terms of data transfer, acquisition, and maintenance of the system.

The installed instrumentation and the sensor system will be the property of Tollway. Two different versions of the budget are provided. In one scenario, the Tollway provides the electrical power, the bucket lift, and cellular wireless as well as the calibration trucks. In another version, UIC is tasked to subcontract the tasks. Calibration requires cooperation of the Bridge owner with the state police. Calibration consists of multiple passes of the calibration trucks through each monitored lane followed by traffic control trucks or state police to create spacing between the calibration trucks and normal traffic. When the time comes, we work with Tollway to coordinate with state police. We have not allocated funds for this activity and assume will entail cooperation of the state police and the Tollway. Calibration can take place past midnight hours in order to ease up the impact on traffic. We have identified a truck company capable of handling the calibration activities. The following section of this proposal pertains to a short introduction pertaining to the BWIM system, followed by sensor details, and sensor location plans, software, and typical results, and the two different budget scenarios.

Background

Presently, truck weight measurement activities are randomly performed by roadside weigh stations, and/or in-pavement weigh-in-motion (WIM) systems. The current systems are inadequate in two respects: first, the roadside weigh stations require infrastructure, are costly to operate, and introduce inefficiencies in commerce; second, in-pavement WIM systems require intrusion into the pavement, frequent calibrations because of inherent limitations of the PZT sensors as well as pavement material and durability dependence of the measurements, and expense in installation and maintenance. The bridge WIM (BWIM) systems based on the flexural/bending response of a bridge have limited applications due to bridge span and lateral dimension requirements. They cannot accommodate spans larger than 45 feet in length, and they require sufficiently narrow widths in order to simulate a simple beam in bending. Installations are costly and time consuming since

they necessitate the entire bridge length. The shear strain based BWIM system implements a fiber optic sensor based sensor array for bridges. It requires only a few sensors on a single line of optical fiber installed at the exit end of the Bridge. The shear based BWIM system directly measures the weight of axles as the trucks leave the bridge, and therefore, the measurements are not affected by bridge geometry, materials types, or configurations.

BWIM System Details

The axle weights of the trucks are measured by the shear force response of the abutments (reactions) as the individual axles leave the bridge. Shear strains are measured by fiber optic strain rosettes. Fiber optic commercially available strain gauges are employed for the construction of rosettes. Rosettes are attached to the webs of the girders, and a number of strain gauges are attached to the bottom surface of the bridge deck for detection of the truck axles and triggering the optical interrogation unit for acquisition of shear strains at the girders. Typical optical fiber strain gauges are shown in Fig. 1, and a schematic diagram of a rosette is depicted in Fig.2.



Strain Sensor



Strain Sensor for Rosette and wheel sensor Configuration

Fig. 1. Typical sensors to be installed

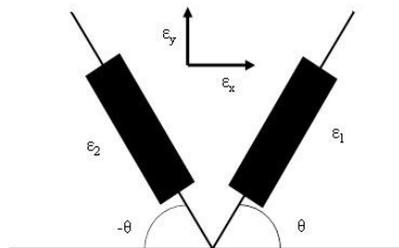


Fig. 2 Inverted delta shear strain rosette.

The two right lanes of the bridge will be instrumented with the BWIM sensors. Figs. 3 and 4 pertain to the plan and elevation locations of the BWIM sensors at the bridge site. Fig. 5 provides the sectional view of the sensors. In Figs. 6 and 7, the sensor installation details are provided. The sensors will be routed to an optical interrogation unit which is connected to a field computer. The sensor data is analyzed by onboard software and real time data is transmitted through cellular wireless (Tollway will need to subscribe to one of their preferred vendors, i.e. Verizon, etc). The optical interrogator is shown in Fig. 8 and has a wide bandwidth varying

between 1460-1620nm and a maximum sample frequency of 1 kHz. It is capable of handling multiple fiber optic FBG gauges. A total of 18 FBG sensors will be employed as shown in Table 1. The sensors will be installed 9 and 20 feet away from the west abutment near the neutral axis of girders #16, #17 and #18 to measure shear stresses, respectively. The wheel sensors will be employed for monitoring the truck speed and triggering the system as described earlier. As shown in Fig.9, the interrogation unit and field computer will be installed in a rated NEMA enclosure and all the sensors will be routed to the enclosure for processing.

Fig. 9 depicts the NEMA enclosures and their locations in previous installations. The same type of enclosure will be employed in this project. Typical results from a previous installation are depicted in Fig. 10. These results are stored locally on the site computer and can be sent or retrieved remotely via the cellular connection if desired.

Once the system is installed, a calibration process is required. This is accomplished by comparing the BWIM system calculated data with either reliable data from a nearby pavement type WIM system or passing trucks of known weight over the bridge. This allows for the calculation of correction factors for variances in geometric and material properties of the bridge that would affect the accuracy of the BWIM calculations. Any known weight calibration trucks would have to be provided by Tollway. At least two trucks of different weight ranges would be required. However, accuracy will be improved with the use of more trucks with different weights and configurations (i.e. FHWA class 5,8,9,10,etc..)

Table 1. Summary of the sensor quantities and their locations

6 (6 FBG's)	Wheel sensors (strain gauges) on the underside of the bridge deck
6 (12 FBG's)	Strain rosettes on girder webs near the neutral axis
12 (18 FBG's)	Total

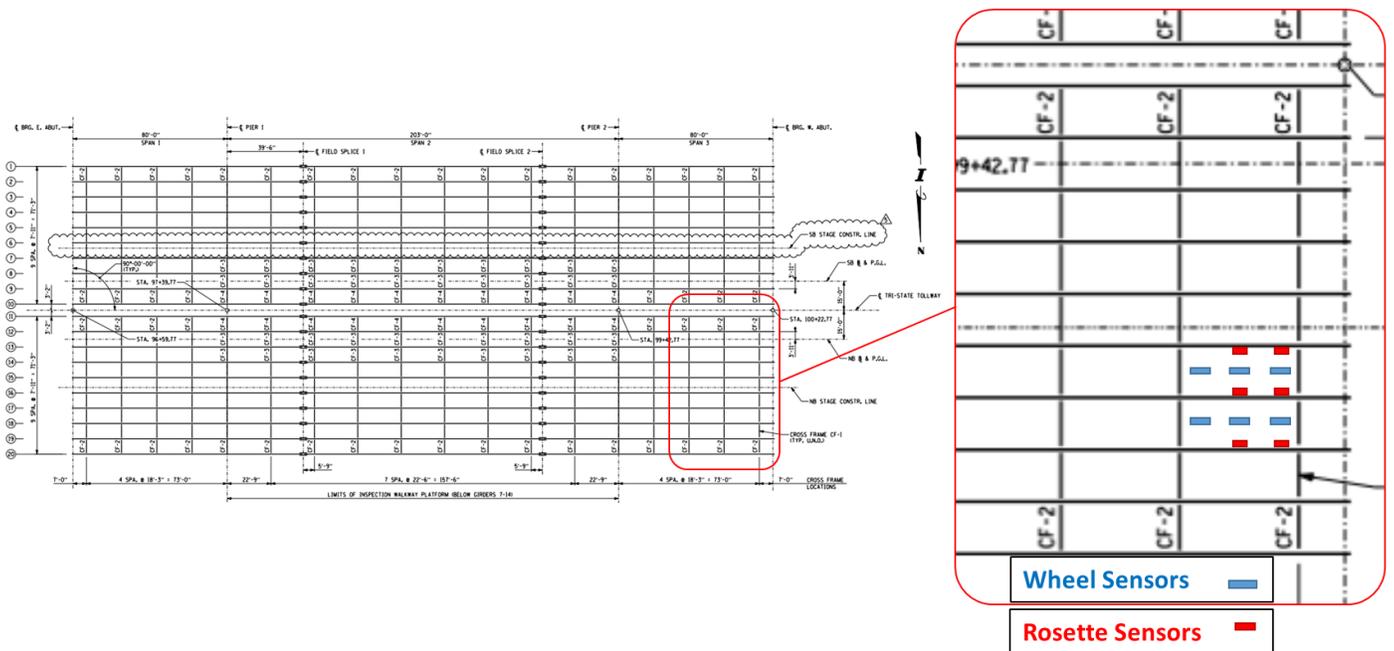
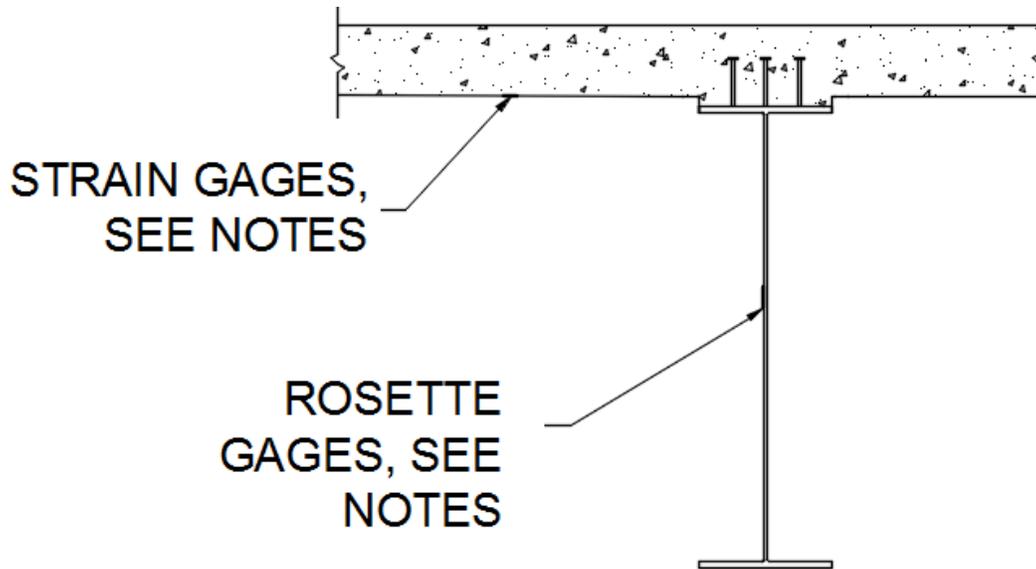


Fig. 3 The plan view of sensor locations, shear and wheel sensors.



STRAIN GAGES,
SEE NOTES

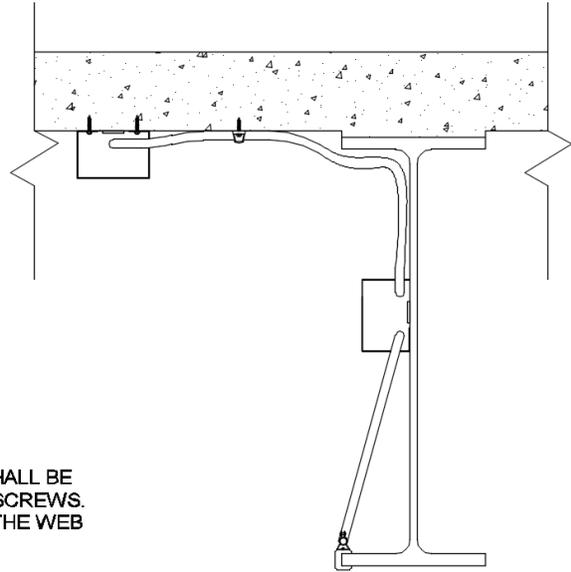
ROSETTE
GAGES, SEE
NOTES

STRAIN, ROSETTE, AND TEMPERATURE GAGE INSTALLATION

NOTES:

1. STRAIN GAGES SHALL BE INSTALLED ON THE BOTTOM SURFACE OF THE BRIDGE DECK AT 9FT, 13FT, AND 17FT AWAY FROM THE WESTERN ABUTMENT. STRAIN GAGES SHALL BE ATTACHED WITH LOC-TITE #330 TWO PART ADHESIVE.
2. ROSETTE GAGES SHALL BE INSTALLED ON THE WEB OF GIRDERS 16, 17 AND 18 AT 9FT AND 13FT FROM THE WESTERN ABUTMENT. Vertical LOCATIONS OF THE ROSETTE SENSORS ARE NEAR THE NEUTRAL AXIS.
3. ROSETTE GAGE AREAS (3 IN. LONG AND 1 IN. WIDE) SHALL BE CLEANED USING A POWER GRINDER OR COARSE SANDER TO ELIMINATE PAINT.
4. ROSETTE GAGES WILL BE "WELDED" ON USING A CAPACITIVE DISCHARGE SPOT WELDER (SPECIFIC FOR STRAIN GAGES) AND COVERED TO PROTECT AGAINST WEATHER AND TAMPERING.
5. TEMPERATURE SENSORS ARE INTEGRAL WITH STRAIN GAGES.

Fig. 6 Sensor installation notes



TYPICAL CONDUIT AND ENCLOSURE ATTACHMENT

NOTES:

1. CONDUIT CLAMPS SHALL BE CORROSION RESISTANT.
2. NEMA RATED ENCLOSURES AND CONDUIT CLAMPS SHALL BE ATTACHED TO CONCRETE WITH 1/4" X 1-1/4" TAPCON SCREWS.
3. NEMA RATED ENCLOSURES SHALL BE ATTACHED TO THE WEB USING LOC-TITE #330 TWO-PART ADHESIVE..

Fig. 7 Conduit installation notes



Fig. 8 Micron Optics si155 Interrogator Module.



Fig.9 Typical NEMA enclosure and their locations in previous installations.

Record #	Date	Time	Lane	Class	Speed(mph)	GVW	Axle Weights (lbs)					Axle Spacing (feet)					Wheelbase
							Group 1	Group 2	Group 3	Group 4	Group5	Space 1	Space 2	Space 3	Space 4	Space 5	
86839	09272016	113324	2N	09	60	34200	7500	16900	9800	0	0	17.1	4.6	34.1	4.2	0.0	60.0
86838	09272016	113310	2N	05	63	5800	1200	4600	0	0	0	12.8	0.0	0.0	0.0	0.0	12.8
86837	09272016	113247	8S	09	62	33600	6500	19000	8100	0	0	12.6	3.8	21.3	3.8	0.0	41.5
86836	09272016	113206	2N	05	52	8300	3000	5300	0	0	0	9.4	0.0	0.0	0.0	0.0	9.4
86835	09272016	113151	2N	09	65	44800	8000	19000	17800	0	0	18.5	3.9	37.9	4.1	0.0	64.4
86834	09272016	113149	2N	06	47	17500	5800	11700	0	0	0	12.4	2.2	0.0	0.0	0.0	14.6
86833	09272016	113147	2N	06	69	29900	7600	22300	0	0	0	13.5	4.3	0.0	0.0	0.0	17.8
86832	09272016	113021	2N	09	52	44900	7200	26900	10800	0	0	16.2	4.7	33.3	4.0	0.0	58.2
86831	09272016	113018	2N	09	48	55900	6700	22200	13200	13800	0	17.9	4.3	29.4	10.4	0.0	62.0
86830	09272016	112941	2N	05	56	8100	1200	6900	0	0	0	14.7	0.0	0.0	0.0	0.0	14.7
86829	09272016	112902	2N	05	50	4900	3200	1700	0	0	0	10.2	0.0	0.0	0.0	0.0	10.2
86828	09272016	112629	8S	05	55	19100	7100	12000	0	0	0	21.3	0.0	0.0	0.0	0.0	21.3
86827	09272016	112557	2N	05	61	15300	4700	10600	0	0	0	12.2	0.0	0.0	0.0	0.0	12.2
86826	09272016	112527	2N	09	55	27000	5200	12400	5400	4000	0	15.0	5.1	30.3	11.1	0.0	61.5
86825	09272016	112511	2N	05	54	20000	11700	8300	0	0	0	13.1	0.0	0.0	0.0	0.0	13.1
86824	09272016	112443	2N	05	54	5200	3600	1600	0	0	0	13.1	0.0	0.0	0.0	0.0	13.1
86823	09272016	112433	2N	09	56	40000	7000	22000	11000	0	0	13.2	4.8	10.8	4.3	0.0	33.1
86822	09272016	112302	2N	06	59	33100	13800	19300	0	0	0	13.5	4.5	0.0	0.0	0.0	18.0
86821	09272016	112248	2N	05	60	9300	2300	7000	0	0	0	22.7	0.0	0.0	0.0	0.0	22.7
86820	09272016	112241	2N	06	61	20100	6900	13200	0	0	0	18.5	4.7	0.0	0.0	0.0	23.2
86819	09272016	112220	2N	09	61	46400	5700	21700	19000	0	0	18.0	3.7	34.7	4.3	0.0	60.7
86818	09272016	112210	2N	08	54	17200	6200	5400	5600	0	0	11.6	4.6	20.2	0.0	0.0	36.4
86817	09272016	112153	2N	09	48	46100	9600	25800	10700	0	0	15.6	4.3	33.9	3.7	0.0	57.5
86816	09272016	112145	2N	09	58	43000	8400	25000	9600	0	0	16.5	3.8	38.3	3.7	0.0	62.3
86815	09272016	112137	2N	05	59	7800	4000	3800	0	0	0	13.1	0.0	0.0	0.0	0.0	13.1
86814	09272016	112136	8S	05	58	17400	4600	12800	0	0	0	20.7	0.0	0.0	0.0	0.0	20.7
86813	09272016	112050	2N	05	66	11100	3100	8000	0	0	0	20.6	0.0	0.0	0.0	0.0	20.6
86812	09272016	112030	2N	08	68	28200	8200	10100	9900	0	0	12.9	4.1	20.1	0.0	0.0	37.1
86811	09272016	112005	2N	09	51	30100	8000	12200	9900	0	0	12.8	4.2	28.7	4.2	0.0	49.9
86810	09272016	111959	2N	05	54	22300	7600	14700	0	0	0	20.6	0.0	0.0	0.0	0.0	20.6
86809	09272016	111905	2N	08	56	30800	8000	8900	13900	0	0	13.3	4.8	17.5	0.0	0.0	35.6
86808	09272016	111831	2N	06	45	27500	5100	22400	0	0	0	11.5	4.0	0.0	0.0	0.0	15.5
86807	09272016	111751	2N	06	46	34900	3400	31500	0	0	0	12.6	4.5	0.0	0.0	0.0	17.1

Fig. 10. Typical displayed BWIM results.

Draft Budget
 Sponsor - Illinois Tollway
 PI - Farhad Ansari

Sept. 1, 2018 to Feb 28, 2019 (6 months)

			<u>Budget</u>	
			<u>Items</u>	<u>Totals</u>
Senior Personnel	Mos.	Salary Rate		
PI - Farhad Ansari	1	\$ 223,854	24,873	
			-	
Total Senior Personnel			\$ 24,873	\$ 24,873
Other Personnel				
Grad Asst (Acad. Yr)	4.5	2,149.24	\$ 9,672	
Grad Asst (Summer)			\$ -	
Undergraduate Students			\$ -	
Secretarial			\$ -	
Academic Hourly - Taylor	0.25	52,833	\$ 13,208	
Total Other Personnel			\$ 22,880	\$ 22,880
Total Salaries and Wages			\$ 47,752	\$ 47,752
Fringe Benefits	Rate Yr1			
Senior Personnel Fringe	35.15%		8,743	
Grad Asst Fringe (Acad. Yr)	3.56%		344	
Grad Asst Fringe (Summer)	11.21%		-	
Academic Hourly	35.15%		4,643	
Total Fringe Benefits			13,730	13,730
Total Salaries and Fringe			\$ 61,482	\$ 61,482
Equipment - Fiber Optic, software and site computer			\$ 21,000	\$ 21,000
Travel				
1. Domestic (bridge site to UIC)			600	
2. Foreign			\$ -	
Total Travel			\$ 600	\$ 600

Other Direct Costs

1. Sensors (FBG strain)		3,500	3,500
2. Manlift Equipment rental (Construction lift)		4,000	4,000
3. Cellular Communication & Data Service		2,000	2,000
4. Services - Calibration Trucks		3,000	3,000
5. Subcontract - Electrical Power Supply		22,000	22,000
6. Other (Tuition Remission)	42%	4,062	4,062
		<u>\$</u>	<u>\$</u>
Total Other Direct Costs		38,562	38,562
		<u>\$</u>	<u>\$</u>
Total Direct Costs		121,644	121,644
		<u>\$</u>	<u>\$</u>
Modified Total Direct Costs		96,582	96,582
		<u>\$</u>	<u>\$</u>
Indirect Costs	26.0%	25,111	25,111
		<u>\$</u>	<u>\$</u>
TOTAL COSTS		146,755	146,755

RESOLUTION NO. 21655

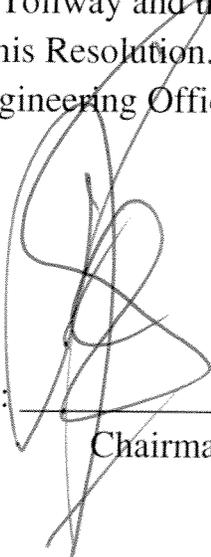
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into three Intergovernmental Agreements with the Village of Willow Springs ("Village"). As part of the Tri-State reconstruction project, the Tollway requires three separate real estate interests, including a temporary easement and two partial fee parcels, from the Village. The parcel numbers are TW-3A-16-005, TW-3A-16-005.01T, and TW-3A-16-007. The Tollway will pay fair market value for the properties. The properties are valued at \$10,400.00, \$3,100.00 and \$181,300.00 for a total of \$194,800.00.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare three separate Intergovernmental Agreements between the Tollway and the Village of Willow Springs in substantially the form attached to this Resolution. The Executive Director or Chief Operating Officer and the Chief Engineering Officer are authorized to execute said agreement.

Approved by: _____


Chairman

INTERGOVERNMENTAL AGREEMENT FOR SALE OF REAL ESTATE

Interstate 294/Mile Long Bridge - PARCEL NUMBER TW-3A-16-005

Full Acquisition / Partial Acquisition [Strike One]

This agreement and stipulation is by and between The Illinois State Toll Highway Authority (hereafter called "Tollway", "Authority", or "Buyer"), an instrumentality and administrative agency of the State of Illinois, and which is engaged in the acquisition of real property for the Interstate 294 (hereafter called "Toll Road"), for the acquisition and purchase of that certain real property owned by **The Village of Willow Springs** (hereafter called "Owner" or "Seller")

W I T N E S S E T H

WHEREAS, the Seller owns real property defined herein; and

WHEREAS, the Tollway has declared that it is necessary or convenient for it to use, occupy or improve the real estate defined herein in the making of a public improvement and for a public purpose; and

WHEREAS, the Seller and Tollway are both units of government and desire to enter into this agreement pursuant to the authority duly granted to them by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and the Local Government Property Transfer Act, 50 ILCS 605 et seq.; and

NOW, THEREFORE, in consideration of and in reliance upon the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees to sell and the Buyer agrees to buy and the undersigned parties agree as follows:

1. Property to be Conveyed. Subject to the terms, provisions and conditions hereinafter set forth, the Owner hereby agrees to convey to the Tollway, and the Tollway hereby agrees to accept from the Owner, the real property the Owner owns as fully described herein which is required by the Tollway for Public Improvements pursuant to the terms and conditions of this Agreement.

The undersigned hereby agree to the following:

- The Tollway has conducted its negotiations in good faith;
- The Owner has been provided at least sixty (60) days to consider the Tollway's offer;
- The improvements are Public Improvements;
- The Tollway has the funding for the Public Improvements; and
- The Payment to be paid by the Tollway to and accepted by the Owner for the real estate is fair market value and just compensation.

The Property shall be conveyed by Warranty Deed by Seller to Buyer, free and clear of all liens, claims, exceptions, reservations, covenants, conditions, restrictions, encroachments, and other encumbrances of whatsoever nature ("Encumbrances").

The property is vacant land / ~~The Property is improved with [describe buildings]~~(Strike one).

2. The Tollway and Owner have negotiated the amount of just compensation to be paid by the Tollway to Owner for Owner's real property legally described on the attached Exhibit A which is incorporated herein by this reference (Property).

Tollway Parcel No(s)	Property Interest	Legal Description	Amount
TW-3A-16-005	Partial Fee	Exhibit "A"	\$10,400.00

3. The total agreed upon Just Compensation to be paid for Property to be acquired by the Tollway is Ten Thousand Four Hundred Dollars (\$10,400.00). This amount includes compensation for any and all access rights, together with damages to the remainder of Owner's property, if any, including, but not limited to any diminution in value due to acquiring part of Owner's whole property or due to the construction and operation of the Toll Road. This amount also includes compensation for any improvements on the Property and any potential damages to improvements on the Property or any remainder or other property owned by Owner but not acquired by the Tollway.

4. CLOSING, DEED AND TITLE, REAL ESTATE TAXES. UTILITIES:

a. Closing shall be on or about October 8, 2018.

b. THE DEED and TITLE: Owner shall convey or cause to be conveyed to the Tollway good and merchantable title to the Property by recordable warranty deed.

c. REAL ESTATE TAXES: Seller is responsible for their real estate tax liability. For partial acquisitions the general real estate taxes shall be paid by the Seller to and through the closing date, and the Seller shall indemnify and hold the Tollway harmless from and against any and all loss, damage or claim, suit or threat of suit, including reasonable attorney fees arising out of any nonpayment of real estate taxes. For full acquisitions the general real estate taxes shall be prorated to the date of closing and shall be based on the latest available tax information from the County Assessor or Collector's office and an adjustment and or credit shall be provided at closing.

d. UTILITIES: Owner shall be responsible for payment of all utility bills to and through the date possession is delivered to the Tollway. A credit or adjustment may be requested and provided for at and upon closing.

5. OCCUPANCY STATUS and RIGHT OF ENTRY: Property to be acquired is currently occupied by Owner and possession shall be delivered at closing.

6. NOTICE: All notices required shall be in writing and shall be served in the following manner:

-By personal delivery; or

-By mailing to the address noted herein by regular mail, certified mail with return receipt requested (notice shall be effective on the date of mailing); or

-By facsimile transmission and said notice shall be effective as of the date and time of transmission (business hours shall be 8:30 am to 6:30 pm central standard time) and any signatures there on shall be deemed original signatures.

7. DOCUMENTS FROM OWNER: The Tollway, in conjunction with the Seller's attorney, agrees to prepare the closing documents necessary for the conveyance of Property. The Owner agrees to timely execute any and all documents necessary to cause the timely transfer of the

Property to the Tollway in accord with this contract, including but not limited to a completed and executed ALTA statement, Ownership Affidavit Pursuant to 605 ILCS 10/9.12, Warranty Deed, Bill of Sale covering personal property if any, Affidavit of title, and a GAP Statement.

8. OWNER REPRESENTATIONS: Owner represents and warrants to the following to the best of Owner's actual knowledge and without any independent investigation:

- (a) There are no zoning, building, fire, or health code violations affecting the Property;
- (b) There is no plan to rezone the Property;
- (c) There are no special assessment or tax proceedings, including but not limited to re-assessment, reduction, division, or petition for tax deed affecting the Owner's Real Estate and or Property;
- (d) No knowledge of any boundary line or easement disputes or claims;
- (e) Owner has full and absolute title to, and the unconditional authority to convey the Property;
- (f) No person, partnership, corporation or other entity, including any lessee, has any right of first refusal or option to acquire the Property;
- (g) There are no other contracts, agreements, arrangements or contractual obligations of any kind entered into by Owner, its agents, representatives or attorneys pertaining to or affecting the Property;
- (h) There are no written or oral leases with respect to any portion of the Property, nor are there any tenants or parties in possession or with any rights of possession, including licenses, in respect to any portion of the Property;
- (i) There is no action or proceeding pending against Owner and no such action or proceeding is anticipated or threatened that would impact this agreement;
- (j) All insurance policies covering or relating to the Property or the operation or use thereof will be kept, and have been kept, in full force and effect, at the Owner's expense until the date of closing; and
- (k) No labor, material or services have been furnished on or about the Property or any part thereof that have not been fully paid for and that might give rise to any liens or claims.

9. To the extent permitted by law, the Tollway hereby agrees to indemnify Owner and hold Owner harmless from liability or claim, whether from injury to person or damage to property, which may be asserted against Owner, arising from the construction work or any other actions which may be performed on Property by the Tollway, its employees, agents and contractors pursuant to the right of entry granted herein (See Exhibit "B"). However, there shall not be any indemnification for any injury to person or damage to property that is caused by the acts or omissions of the Owner. Owner agrees to give prompt notice to the Tollway of any such claim which may be made against Owner. Upon receipt of notice, the Tollway will cause such claim to be defended on the condition that Owner cooperates with the Tollway and its counsel in connection with the defense.

10. In the event Property is held in Trust, the Owner agrees to execute any and all documents necessary to cause the Trustee to timely transfer Property to the Tollway in accord with this contract. All Trustee fees in connection therewith shall be paid by Owner.

11. At the option of the Tollway, the acquisition of the Property may be closed in escrow with its Title Insurance Vendor or any other escrow company selected by the Tollway; the terms of said escrow to be consistent with this contract. The Tollway shall pay all escrow charges, title charges, closing costs, recording fees, title insurance costs and any other fees related to or arising out of this agreement and the transaction(s) contemplated herein.

12. The agreed upon compensation to be paid hereunder as provided in section 3., plus or minus all subject real estate tax pro-rations shall be due and payable to Owner at closing.

13. The Tollway and its representatives shall have reasonable rights to inspect Owner's property and improvements thereon and all personal property to be transferred, prior to closing.

14. The total agreed upon compensation to be paid hereunder constitutes fair and just compensation for good and merchantable title to any and all interests in the Property, free and clear of all claims of other parties, taxes, liens, encumbrances and/or objections. Until the title policy is issued, Owner shall indemnify and hold the Tollway harmless from and against any and all damages, claims or losses that result from any claim, tax, special assessment, lien, encumbrance and/or objection that affects the Property.

In the event mortgages or other liens, encumbrances and objections of a defined amount affect title to Owner's property and require the payment of money to clear, such sums necessary to clear title shall be deducted from the amount due Owner at closing. Owner shall cooperate and promptly provide necessary information and execute documents necessary to clear title.

Should claims, mortgages or other liens, encumbrances, title exceptions and objections arise that are beyond control of Owner, or that the Owner is not able to clear title, or Owner is not able to convey clear title to the Tollway, then the Tollway shall pursue eminent domain proceedings against the Property and the Owner to secure title to the Property. Upon such filing of eminent domain proceedings, the Owner agrees to waive service, file the appropriate appearance, and agrees to stipulate to the entry of a judgment in the amount of the total Just Compensation as set forth in Paragraph 3 above. The Tollway, as provided for by law, may exercise its "Quick Take" powers pursuant to the Illinois Eminent Domain Act (735 ILCS 30 et seq.) and the related provisions of the Code of Civil Procedure relating to quick take deposits, (735 ILCS 5/7-103, et seq.). The Owner shall have the right to withdraw said sums as provided by law.

15. Intentionally Omitted

16. Prior to closing or until delivery of possession, whichever occurs later, Owner shall be responsible for any loss or damage to the Property. Owner or Tenant shall deliver Property and personal property to the Tollway in the same condition as existed at the contract date, normal wear and tear excepted. Nothing herein shall be construed to grant Owner the right to remain in possession beyond the date established herein for delivery of possession, and the Tollway shall have the additional right to take any action available at law or in equity to acquire possession of Property. If the Tollway is required to initiate legal proceedings to obtain possession after the scheduled date for delivery of possession as set forth in this agreement, Owner shall also pay the Tollway all reasonable costs, fees and expenses, including attorneys' fees, incurred in connection with such legal proceedings.

17. If prior to closing the Property improvements are destroyed, partially or in total, by fire or other casualty, the Tollway may elect to renegotiate the purchase price, cancel this Contract or consummate this Contract and receive such insurance proceeds paid on the claim of loss.

18. Time is of the essence of this contract.

19. Owner shall disclose any and all ownership interest. This shall be done by completing and executing the attached Ownership Affidavit. All ownership interests shall be disclosed (eg. Individual, beneficial interest, trust, partnership, corporation or other entity) to comply with the provisions 605 ILCS 10/9.12.

20. This Contract for the sale of Owner's interest in Property, when duly accepted and executed by Owner and the Tollway, shall constitute the entire agreement between the parties, with neither party relying upon any statement or representation made by the other, and not contained herein. There are no other agreements, terms or conditions, either oral or written, between Owner and the Tollway.

21. Headings. The headings, captions, and numbering system used in this Agreement are used only as a matter of convenience and may not be considered in interpreting the provisions of the Agreement

22. Binding Effect. All of the provisions of this Agreement shall be binding upon the legal representatives, heirs, devisees, successors, and assigns of all parties hereto. If the Owner is a land trustee, the persons holding the power to direct the trustee, shall direct the trustee to execute this Agreement.

23. Exhibits Attached: xLegal Description Exhibit A
Check applicable or strike xW9 Form(s) must be attached
 xOwnership Affidavit: must be attached
 Exhibit B: Right of Entry
 Exhibit C: Personal Property Description
 Addendum/Rider: Yes _____ No _____

remainder of this page left blank

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, this ___ day of August, 2018

THE VILLAGE OF WILLOW SPRINGS

John M. Carpino, Mayor

Mary Jane Mannella, Clerk

BUYER:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Chief Engineering Officer

Executive Director or Chief Operating Officer

Approved As To Form And Constitutionality

ATTORNEY GENERAL - STATE OF ILLINOIS

DISCLOSURE OF OWNERSHIP AFFIDAVIT –

TOLLWAY PARCEL NUMBER: **TW-3A-16-005**

Instructions. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all of the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed. If this is a negotiated agreement, this disclosure must be filed with the Tollway contemporaneously with the execution of the agreement.

The undersigned, pursuant to the requirements of 605 ILCS 10/9.12, discloses and represents under oath the following:

Title to the parcel is held in:

Individual **Corporation** **Limited liability company** **Partnership**
 Beneficial Interest **Trust** **Land trust** **Other Entity**

<u>Name and Address of each individual/entity</u>	<u>Description of Interest</u>	<u>Percentage of Interest</u>
---	--------------------------------	-------------------------------

The undersigned states under oath and penalty of perjury that the foregoing disclosure of those having the above stated ownership interest in said parcel is true and complete.

Further Affiant sayeth naught.

By: _____

(signed)

Print Name:

Entity:

Title:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC

For Land Trusts, this Affidavit must be executed by the individual holding the greatest percentage of beneficial interest in the land.

605 ILCS 10/9.12

Sec. 9.12. Land disclosure requirements.

(a) Disclosure required. The Authority may not enter into any agreement or understanding for the use or acquisition of land that is intended to be used or acquired for toll highway purposes unless full disclosure of all beneficial interests in the land is made under this Section.

(b) Condemnation proceedings. If the Authority commences condemnation proceedings to acquire land that is intended to be used or acquired for toll highway purposes, the holders of all beneficial interests in the land must make full disclosure under this Section unless the court determines that the disclosure would cause irreparable harm to one or more holders of a beneficial interest.

(c) Beneficial interests. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed.

(d) Written statement. Disclosure must be made by a written statement filed (i) with the Authority contemporaneously with the execution of the agreement or understanding or (ii) in the case of a condemnation proceeding, with the Authority and the court within a time period ordered by the court. Each individual and entity must be disclosed by name and address and by a description of the interest held, including the percentage interest in the land held by the individual or entity. The statement must be verified, subject to penalty of perjury, by the individual who holds the greatest percentage of beneficial interest in the land.

(e) Recordation. The Authority must file the statement of record with the recorder of each county in which any part of the land is located within 3 business days after the statement is filed with the Authority.

(f) Agreements and understandings void. Any agreement or understanding in violation of this Act is void.

(g) Penalty. A person who knowingly violates this Section is guilty of a business offense and shall be fined \$10,000.

(h) Other disclosure requirements. The disclosure required under this Act is in addition to, and not in lieu of, any other disclosure required by law.

(Eff. 8-2-02.)

EXHIBIT 'A'

ROUTE: TRI-STATE TOLLWAY (I-294)
SECTION: 3A
COUNTY: COOK
JOB NO.: RR-14-4221
PARCEL: TW-3A-16-005
STATION: 1107+08.74 to 1108+36.09
OWNER: THE VILLAGE OF WILLOW SPRINGS
PIN: NONE ASSIGNED

LEGAL DESCRIPTION

THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191 IN COOK COUNTY, ILLINOIS RECORDER'S OFFICE, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2011 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, COMBINATION FACTOR = 1.000030485, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5 IN BLOCK 6 OF SAID SUBDIVISION, ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL, 60.04 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 5, ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF I-294 PER CASE 58 S 8766; THENCE NORTH 40 DEGREES 42 MINUTES 43 SECONDS WEST ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, 15.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 40 DEGREES 42 MINUTES 43 SECONDS WEST ON SAID SOUTHWESTERLY LINE 44.59 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF I-294. TOLLWAY PARCEL T-3A-187, ACQUIRED PURSUANT TO AN AGREEMENT BETWEEN THE VILLAGE OF WILLOW SPRINGS AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, RECORDED SEPTEMBER 13, 1957 AS DOCUMENT NUMBER 17011853, BEING ALSO THE SOUTHERLY LINE OF VACATED RUST TRAIL, VACATED BY AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS RECORDED SEPTEMBER 13, 1957 AS DOCUMENT NUMBER 17011854; THENCE SOUTH 87 DEGREES 37 MINUTES 46 SECONDS EAST, ON SAID SOUTHERLY RIGHT OF WAY LINE, 90.37 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL; THENCE SOUTH 40 DEGREES 42 MINUTES 43 SECONDS EAST, ON SAID NORTHEASTERLY RIGHT OF WAY LINE, 60.36 FEET; THENCE NORTH 81 DEGREES 07 MINUTES 57 SECONDS WEST, 101.79 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.080 ACRES (3,464 SQUARE FEET), MORE OR LESS.

INTERGOVERNMENTAL AGREEMENT FOR SALE OF REAL ESTATE

Interstate 294/Mile Long Bridge - PARCEL NUMBER TW-3A-16-007

Full Acquisition / Partial Acquisition [Strike One]

This agreement and stipulation is by and between **The Illinois State Toll Highway Authority** (hereafter called "Tollway", "Authority", or "Buyer"), an instrumentality and administrative agency of the State of Illinois, and which is engaged in the acquisition of real property for the **Interstate 294** (hereafter called "Toll Road"), for the acquisition and purchase of that certain real property owned by **The Village of Willow Springs** (hereafter called "Owner" or "Seller")

W I T N E S S E T H

WHEREAS, the Seller owns the real property defined herein; and

WHEREAS, the Tollway has declared that it is necessary or convenient for it to use, occupy or improve the real estate defined herein in the making of a public improvement and for a public purpose; and

WHEREAS, the Seller and Tollway are both units of government and desire to enter into this agreement pursuant to the authority duly granted to them by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and the Local Government Property Transfer Act, 50 ILCS 605 *et seq.*; and

NOW, THEREFORE, in consideration of and in reliance upon the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees to sell and the Buyer agrees to buy and the undersigned parties agree as follows:

1. Property to be Conveyed. Subject to the terms, provisions and conditions hereinafter set forth, the Owner hereby agrees to convey to the Tollway, and the Tollway hereby agrees to accept from the Owner, the real property the Owner owns as fully described herein which is required by the Tollway for Public Improvements pursuant to the terms and conditions of this Agreement.

The undersigned hereby agree to the following:

- The Tollway has conducted its negotiations in good faith;
- The Owner has been provided at least sixty (60) days to consider the Tollway's offer;
- The improvements are Public Improvements;
- The Tollway has the funding for the Public Improvements; and
- The Payment to be paid by the Tollway to and accepted by the Owner for the real estate is fair market value and just compensation.

The Property shall be conveyed by Warranty Deed by Seller to Buyer, free and clear of all liens, claims, exceptions, reservations, covenants, conditions, restrictions, encroachments, and other encumbrances of whatsoever nature ("Encumbrances").

The property is vacant land / ~~The Property is improved with [describe buildings]~~(Strike one).

2. The Tollway and Owner have negotiated the amount of just compensation to be paid by the Tollway to Owner for Owner's real property legally described on the attached Exhibit A which is incorporated herein by this reference (Property).

Tollway Parcel No(s)	Property Interest	Legal Description	Amount
TW-3A-16-007	Partial Fee	Exhibit "A"	\$181,300.00

3. The total agreed upon Just Compensation to be paid for Property to be acquired by the Tollway is One Hundred Eighty-One Thousand Three Hundred Dollars (\$181,300.00). This amount includes compensation for any and all access rights, together with damages to the remainder of Owner's property, if any, including, but not limited to any diminution in value due to acquiring part of Owner's whole property or due to the construction and operation of the Toll Road. This amount also includes compensation for any improvements on the Property and any potential damages to improvements on the Property or any remainder or other property owned by Owner but not acquired by the Tollway.

4. CLOSING, DEED AND TITLE, REAL ESTATE TAXES. UTILITIES:

a. Closing shall be on or about October 8, 2018.

b. THE DEED and TITLE: Owner shall convey or cause to be conveyed to the Tollway good and merchantable title to the Property by recordable warranty deed.

c. REAL ESTATE TAXES: Seller is responsible for their real estate tax liability. For partial acquisitions the general real estate taxes shall be paid by the Seller to and through the closing date, and the Seller shall indemnify and hold the Tollway harmless from and against any and all loss, damage or claim, suit or threat of suit, including reasonable attorney fees arising out of any nonpayment of real estate taxes. For full acquisitions the general real estate taxes shall be prorated to the date of closing and shall be based on the latest available tax information from the County Assessor or Collector's office and an adjustment and or credit shall be provided at closing.

d. UTILITIES: Owner shall be responsible for payment of all utility bills to and through the date possession is delivered to the Tollway. A credit or adjustment may be requested and provided for at and upon closing.

5. OCCUPANCY STATUS and RIGHT OF ENTRY: Property to be acquired is currently occupied by Owner and possession shall be delivered at closing.

6. NOTICE: All notices required shall be in writing and shall be served in the following manner:

-By personal delivery; or

-By mailing to the address noted herein by regular mail, certified mail with return receipt requested (notice shall be effective on the date of mailing); or

-By facsimile transmission and said notice shall be effective as of the date and time of transmission (business hours shall be 8:30 am to 6:30 pm central standard time) and any signatures there on shall be deemed original signatures.

7. DOCUMENTS FROM OWNER: The Tollway, in conjunction with the Seller's attorney, agrees to prepare the closing documents necessary for the conveyance of Property. The

Owner agrees to timely execute any and all documents necessary to cause the timely transfer of the Property to the Tollway in accord with this contract, including but not limited to a completed and executed ALTA statement, Ownership Affidavit Pursuant to 605 ILCS 10/9.12, Warranty Deed, Bill of Sale covering personal property if any, Affidavit of title, and a GAP Statement.

8. OWNER REPRESENTATIONS: Owner represents and warrants to the following to the best of Owner's actual knowledge and without any independent investigation:

- (a) There are no zoning, building, fire, or health code violations affecting the Property;
- (b) There is no plan to rezone the Property;
- (c) There are no special assessment or tax proceedings, including but not limited to re-assessment, reduction, division, or petition for tax deed affecting the Owner's Real Estate and or Property;
- (d) No knowledge of any boundary line or easement disputes or claims;
- (e) Owner has full and absolute title to, and the unconditional authority to convey the Property;
- (f) No person, partnership, corporation or other entity, including any lessee, has any right of first refusal or option to acquire the Property;
- (g) There are no other contracts, agreements, arrangements or contractual obligations of any kind entered into by Owner, its agents, representatives or attorneys pertaining to or affecting the Property;
- (h) There are no written or oral leases with respect to any portion of the Property, nor are there any tenants or parties in possession or with any rights of possession, including licenses, in respect to any portion of the Property;
- (i) There is no action or proceeding pending against Owner and no such action or proceeding is anticipated or threatened that would impact this agreement;
- (j) All insurance policies covering or relating to the Property or the operation or use thereof will be kept, and have been kept, in full force and effect, at the Owner's expense until the date of closing; and
- (k) No labor, material or services have been furnished on or about the Property or any part thereof that have not been fully paid for and that might give rise to any liens or claims.

9. To the extent permitted by law, the Tollway hereby agrees to indemnify Owner and hold Owner harmless from liability or claim, whether from injury to person or damage to property, which may be asserted against Owner, arising from the construction work or any other actions which may be performed on Property by the Tollway, its employees, agents and contractors pursuant to the right of entry granted herein (See Exhibit "B"). However, there shall not be any indemnification for any injury to person or damage to property that is caused by the acts or omissions of the Owner. Owner agrees to give prompt notice to the Tollway of any such claim which may be made against Owner. Upon receipt of notice, the Tollway will cause such claim to be defended on the condition that Owner cooperates with the Tollway and its counsel in connection with the defense.

10. In the event Property is held in Trust, the Owner agrees to execute any and all documents necessary to cause the Trustee to timely transfer Property to the Tollway in accord with this contract. All Trustee fees in connection therewith shall be paid by Owner.

11. At the option of the Tollway, the acquisition of the Property may be closed in escrow with its Title Insurance Vendor or any other escrow company selected by the Tollway; the terms of said escrow to be consistent with this contract. The Tollway shall pay all escrow charges, title charges, closing costs, recording fees, title insurance costs and any other fees related to or arising out of this agreement and the transaction(s) contemplated herein.

12. The agreed upon compensation to be paid hereunder as provided in section 3., plus or minus all subject real estate tax pro-rations shall be due and payable to Owner at closing.

13. The Tollway and its representatives shall have reasonable rights to inspect Owner's property and improvements thereon and all personal property to be transferred, prior to closing.

14. The total agreed upon compensation to be paid hereunder constitutes fair and just compensation for good and merchantable title to any and all interests in the Property, free and clear of all claims of other parties, taxes, liens, encumbrances and/or objections. Until the title policy is issued, Owner shall indemnify and hold the Tollway harmless from and against any and all damages, claims or losses that result from any claim, tax, special assessment, lien, encumbrance and/or objection that affects the Property.

In the event mortgages or other liens, encumbrances and objections of a defined amount affect title to Owner's property and require the payment of money to clear, such sums necessary to clear title shall be deducted from the amount due Owner at closing. Owner shall cooperate and promptly provide necessary information and execute documents necessary to clear title.

Should claims, mortgages or other liens, encumbrances, title exceptions and objections arise that are beyond control of Owner, or that the Owner is not able to clear title, or Owner is not able to convey clear title to the Tollway, then the Tollway shall pursue eminent domain proceedings against the Property and the Owner to secure title to the Property. Upon such filing of eminent domain proceedings, the Owner agrees to waive service, file the appropriate appearance, and agrees to stipulate to the entry of a judgment in the amount of the total Just Compensation as set forth in Paragraph 3 above. The Tollway, as provided for by law, may exercise its "Quick Take" powers pursuant to the Illinois Eminent Domain Act (735 ILCS 30 et seq.) and the related provisions of the Code of Civil Procedure relating to quick take deposits, (735 ILCS 5/7-103, et seq.). The Owner shall have the right to withdraw said sums as provided by law.

15. Intentionally Omitted

16. Prior to closing or until delivery of possession, whichever occurs later, Owner shall be responsible for any loss or damage to the Property. Owner or Tenant shall deliver Property and personal property to the Tollway in the same condition as existed at the contract date, normal wear and tear excepted. Nothing herein shall be construed to grant Owner the right to remain in possession beyond the date established herein for delivery of possession, and the Tollway shall have the additional right to take any action available at law or in equity to acquire possession of Property. If the Tollway is required to initiate legal proceedings to obtain possession after the scheduled date for delivery of possession as set forth in this agreement, Owner shall also pay the Tollway all reasonable costs, fees and expenses, including attorneys' fees, incurred in connection with such legal proceedings.

17. If prior to closing the Property improvements are destroyed, partially or in total, by fire or other casualty, the Tollway may elect to renegotiate the purchase price, cancel this Contract or consummate this Contract and receive such insurance proceeds paid on the claim of loss.

18. Time is of the essence of this contract.

19. Owner shall disclose any and all ownership interest. This shall be done by completing and executing the attached Ownership Affidavit. All ownership interests shall be disclosed (eg. Individual, beneficial interest, trust, partnership, corporation or other entity) to comply with the provisions 605 ILCS 10/9.12.

20. This Contract for the sale of Owner's interest in Property, when duly accepted and executed by Owner and the Tollway, shall constitute the entire agreement between the parties, with neither party relying upon any statement or representation made by the other, and not contained herein. There are no other agreements, terms or conditions, either oral or written, between Owner and the Tollway.

21. Headings. The headings, captions, and numbering system used in this Agreement are used only as a matter of convenience and may not be considered in interpreting the provisions of the Agreement

22. Binding Effect. All of the provisions of this Agreement shall be binding upon the legal representatives, heirs, devisees, successors, and assigns of all parties hereto. If the Owner is a land trustee, the persons holding the power to direct the trustee, shall direct the trustee to execute this Agreement.

23. Exhibits Attached: xLegal Description Exhibit A
Check applicable or strike xW9 Form(s) must be attached
 xOwnership Affidavit: must be attached
 Exhibit B: Right of Entry
 Exhibit C: Personal Property Description
 Addendum/Rider: Yes _____ No _____

remainder of this page left blank

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, this ____ day of August, 2018.

OWNER(S)/ SELLER(S):

THE VILLAGE OF WILLOW SPRINGS

John M. Carpino, Mayor

Mary Jane Mannella, Clerk

BUYER:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Chief Engineering Officer

Executive Director or Chief Operating Officer

Approved As To Form And Constitutionality

ATTORNEY GENERAL - STATE OF ILLINOIS

DISCLOSURE OF OWNERSHIP AFFIDAVIT –

TOLLWAY PARCEL NUMBER: **TW-3A-16-007**

Instructions. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all of the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed. If this is a negotiated agreement, this disclosure must be filed with the Tollway contemporaneously with the execution of the agreement.

The undersigned, pursuant to the requirements of 605 ILCS 10/9.12, discloses and represents under oath the following:

Title to the parcel is held in:

Individual **Corporation** **Limited liability company** **Partnership**
 Beneficial Interest **Trust** **Land trust** **Other Entity**

<u>Name and Address of each individual/entity</u>	<u>Description of Interest</u>	<u>Percentage of Interest</u>
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The undersigned states under oath and penalty of perjury that the foregoing disclosure of those having the above stated ownership interest in said parcel is true and complete.

Further Affiant sayeth naught.

By: _____

(signed)

Print Name:

Entity:

Title:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC

For Land Trusts, this Affidavit must be executed by the individual holding the greatest percentage of beneficial interest in the land.

605 ILCS 10/9.12

Sec. 9.12. Land disclosure requirements.

(a) Disclosure required. The Authority may not enter into any agreement or understanding for the use or acquisition of land that is intended to be used or acquired for toll highway purposes unless full disclosure of all beneficial interests in the land is made under this Section.

(b) Condemnation proceedings. If the Authority commences condemnation proceedings to acquire land that is intended to be used or acquired for toll highway purposes, the holders of all beneficial interests in the land must make full disclosure under this Section unless the court determines that the disclosure would cause irreparable harm to one or more holders of a beneficial interest.

(c) Beneficial interests. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed.

(d) Written statement. Disclosure must be made by a written statement filed (i) with the Authority contemporaneously with the execution of the agreement or understanding or (ii) in the case of a condemnation proceeding, with the Authority and the court within a time period ordered by the court. Each individual and entity must be disclosed by name and address and by a description of the interest held, including the percentage interest in the land held by the individual or entity. The statement must be verified, subject to penalty of perjury, by the individual who holds the greatest percentage of beneficial interest in the land.

(e) Recordation. The Authority must file the statement of record with the recorder of each county in which any part of the land is located within 3 business days after the statement is filed with the Authority.

(f) Agreements and understandings void. Any agreement or understanding in violation of this Act is void.

(g) Penalty. A person who knowingly violates this Section is guilty of a business offense and shall be fined \$10,000.

(h) Other disclosure requirements. The disclosure required under this Act is in addition to, and not in lieu of, any other disclosure required by law.

(Eff. 8-2-02.)

EXHIBIT 'A'

ROUTE: TRI-STATE TOLLWAY (I-294)
SECTION: 3A
COUNTY: COOK
JOB NO.: RR-14-4221
PARCEL: TW-3A-16-007
STATION: 1112+83.76 TO 1116+14.12
OWNER: VILLAGE OF WILLOW SPRINGS
PIN: 18-34-105-001

LEGAL DESCRIPTION

THAT PART OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191 IN COOK COUNTY, ILLINOIS RECORDER'S OFFICE, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD 83 (2011 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, COMBINED FACTOR = 1.000030485, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF LOT 1 OF BLOCK 2 OF SAID SUBDIVISION; THENCE NORTH 49 DEGREES 10 MINUTES 05 SECONDS EAST, ON THE NORTHWESTERLY LINE OF SAID SUBDIVISION, 66.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF A PUBLIC ROAD DESIGNATED LOUIS DRIVE, AS DEDICATED ON SAID PLAT OF DINEFF'S FOREST VIEW, ALSO BEING THE SOUTHWESTERLY LINE OF I-294 AS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DEED RECORDED APRIL 3, 1957 AS DOCUMENT 1731166; THENCE SOUTH 41 DEGREES 02 MINUTES 15 SECONDS EAST, ON SAID NORTHEASTERLY RIGHT OF WAY LINE, 19.50 FEET; THENCE SOUTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, ON SAID SOUTHWESTERLY LINE, 171.92 FEET TO THE NORTHEASTERLY LINE OF LOT 13 OF BLOCK 1 IN SAID SUBDIVISION, ALSO BEING THE SOUTHWESTERLY LINE OF I-294 AS CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DEED RECORDED DECEMBER 19, 1956 AS DOCUMENT 1714310; THENCE SOUTH 41 DEGREES 02 MINUTES 10 SECONDS EAST, ON SAID NORTHEASTERLY LINE, 41.35 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF A PUBLIC ROAD DESIGNATED RUST TRAIL, AS DEDICATED ON SAID PLAT OF DINEFF'S FOREST VIEW; THENCE NORTH 49 DEGREES 13 MINUTES 45 SECONDS EAST, ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 29.23 FEET TO THE SOUTHWESTERLY LINE OF I-294 TOLLWAY PARCEL T-3A-187, ACQUIRED PURSUANT TO AN AGREEMENT BETWEEN THE VILLAGE OF WILLOW SPRINGS AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, RECORDED SEPTEMBER 13, 1957 AS DOCUMENT NUMBER 17011853, BEING ALSO THE SOUTHWESTERLY LINE OF VACATED RUST TRAIL, VACATED BY AN ORDINANCE OF THE VILLAGE OF

WILLOW SPRINGS, RECORDED SEPTEMBER 13, 1957 AS DOCUMENT NUMBER 17011854; THENCE SOUTH 76 DEGREES 27 MINUTES 38 SECONDS EAST, ON SAID SOUTHWESTERLY LINE, 81.26 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL; THENCE SOUTH 49 DEGREES 13 MINUTES 06 SECONDS WEST, ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RUST TRAIL, 182.49; THENCE NORTHWESTERLY, 91.69 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 17 MINUTES 17 SECONDS AND THE LONG CHORD OF SAID CURVE BEARS NORTH 83 DEGREES 06 MINUTES 02 SECONDS WEST, A CHORD DISTANCE OF 89.32 FEET TO THE EAST CORNER OF SAID LOT 1; THENCE NORTH 41 DEGREES 02 MINUTES 15 SECONDS WEST, ON THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 200.16 FEET, TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.832 ACRES (36,250 SQUARE FEET), OF WHICH 0.577 ACRES HAVE BEEN PREVIOUSLY USED FOR ROADWAY PURPOSES, MORE OR LESS.

INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY EASEMENT

I-294 / Mile Long Bridge - PARCEL NUMBER TW-3A-16-005.01T

5 YEAR TEMPORARY EASEMENT

This agreement is by and between **The Illinois State Toll Highway Authority** (hereafter called "Tollway", "Authority", or "Buyer"), an instrumentality and administrative agency of the State of Illinois, and which is engaged in the acquisition of real property for the **Interstate 294** (hereafter called "Toll Road") and the acquisition of a Temporary Easement owned by **The Village of Willow Springs** (hereafter called "Owner", "Seller" or "Grantor").

W I T N E S S E T H

WHEREAS, the Seller owns real property defined herein; and

WHEREAS, the Tollway has declared that it is necessary or convenient to use, occupy or improve the real estate defined herein in making of a public improvement and for a public purpose; and

WHEREAS, the Seller and Tollway are both units of government and desire to enter into this agreement pursuant to the authority duly granted to them by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and the Local Government Property Transfer Act, 50 ILCS 605 et seq.; and

NOW, THEREFORE, in consideration of and in reliance upon the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees to sell and the Buyer agrees to buy and the undersigned parties agree as follows:

1. Property Interest to be Conveyed. Subject to the terms, provisions and conditions hereinafter set forth, the Owner hereby agrees to convey to the Tollway, and the Tollway hereby agrees to accept from the Owner, the Temporary Easement as substantially set forth on Exhibit "B" which is required by the Tollway for Public Improvement purposes pursuant to the terms and conditions of this Agreement.

The undersigned hereby agree to the following:

- The Tollway has conducted its negotiations in good faith;
- The Owner has been provided at least sixty (60) days to consider the Tollway's offer;
- The improvements are Public Improvements;
- The Tollway has the funding for the Public Improvements; and
- The Payment to be paid by the Tollway to and accepted by the Owner for the Temporary Easement is fair market value and just compensation.

2. The Tollway and Owner have negotiated the amount of just compensation indicated below to be paid by the Tollway to Owner for the 5 Year Temporary Easement for the real property legally described on the attached Exhibit A which is incorporated herein by this reference (Property).

Tollway Parcel No(s)	Property Interest	Legal Description	Amount
<u>TW-3A-16-005.01T</u>	Temp. Easement	<u>See Exhibit "A"</u>	\$3,100.00

3. The total agreed upon Just Compensation to be paid for Property Interest to be acquired by the Tollway is **Three Thousand One Hundred** (\$3,100.00). This amount includes compensation for any and all access rights, contributory value, encroachments onto the Property, together with damages to the remainder of Owner's property, if any.

The Grant of Temporary Easement shall give, provide and grant to the Tollway such rights as provided for in the document and such rights shall terminate in 5 years or upon the completion of the improvement and project, which, ever is sooner.

4. CLOSING, REAL ESTATE TAXES, MORTGAGES, UTILITIES:

a. Closing shall be on or about October 8, 2018.

b. REAL ESTATE TAXES: Seller is responsible for the real estate tax liability associated with the Temporary Easement and agrees to pay all real estate taxes due and payable.

c. Owner shall pay all sums due and payable on the underlying fee property it owns, such that the Tollway's use and occupancy granted shall in no way be impaired during the term of the easement. This shall include but not be limited to mortgage payments, utilities, assessments, insurance and or real estate taxes.

5. INTENTIONALLY OMITTED

6. NOTICE: All notices required shall be in writing and shall be served in the following manner:

-By personal delivery; or

-By mailing to the address noted herein by regular mail, certified mail with return receipt requested (notice shall be effective on the date of mailing); or

-By facsimile transmission and said notice shall be effective as of the date and time of transmission (business hours shall be 8:30 am to 6:30 pm central standard time) and any signatures there on shall be deemed original signatures.

7. DOCUMENTS FROM OWNER: The Tollway agrees to prepare the Temporary Easement in conjunction with the Seller's attorney. The Owner agrees to timely execute any and all documents necessary to cause the timely transfer of the Property Interest to the Tollway in accord with this contract.

8. OWNER REPRESENTATIONS: Owner represents and warrants to the following to the best of Owner's actual knowledge and without any independent investigation:

(a) No knowledge of any boundary line or easement disputes or claims affecting the real estate;

(b) Owner has full and absolute title to, and the unconditional authority to grant easements over, across and through the Property;

(c) There are no other contracts, agreements, arrangements or contractual obligations of any kind entered into by Owner, its agents, representatives or attorneys pertaining to or affecting the Property which would impact this agreement;

- (d) There are no written or oral leases with respect to any portion of the Property Interest, nor are there any tenants or parties in possession or with any rights of possession, including licenses, in respect to any portion of the Property that would impact this agreement;
- (e) There is no action or proceeding pending against Owner concerning the Property Interest and no such action or proceeding is anticipated or threatened; and
- (f) All mortgages, all real estate taxes due and payable, all assessments, if any are and shall be kept current. All insurance policies covering or relating to the Property or the operation or use thereof will be kept, and have been kept, in full force and effect, at Owner expense until the date of closing.

9. In the event Property is held in Trust, the Owner agrees to execute any and all documents necessary to cause the Trustee to timely transfer Property to the Tollway in accord with this contract. All Trustee fees in connection therewith shall be paid by Owner.

10. At the option of the Tollway, the acquisition of Property may be closed in escrow with its Title Insurance Vendor or any other escrow company selected by the Tollway; the terms of said escrow to be consistent with this contract. The Tollway shall pay all escrow charges, title charges, closing costs, recording fees, title insurance costs and any other fees related to or arising out of this agreement and the transaction contemplated herein.

11. The agreed upon compensation to be paid hereunder as provided in Paragraph 3 shall be due and payable to Owner at the time of closing.

12. The Tollway and its representatives shall have reasonable rights to inspect Owner's property and improvements thereon and all personal property to be transferred, prior to closing.

13. The total agreed upon compensation to be paid hereunder constitutes fair and just compensation for the purchased interest in the Property.

14. Nothing herein shall be construed to grant the Owner or any of its tenants the right to interfere with the rights associated with the grant of Easement beyond the date established herein for delivery of the Temporary Easement, and the Tollway shall have the additional right to take any action available at law or in equity to acquire its Temporary Easement. If the Tollway is required to initiate legal proceedings to obtain the Temporary Easement after the scheduled date for delivery of the Temporary Easement, Owner shall also pay the Tollway all reasonable costs, fees and expenses, including attorney's fees, incurred in connection with such legal proceedings.

15. Time is of the essence of this contract.

16. Owner shall disclose any and all ownership interest. This shall be done by completing and executing the attached Ownership Affidavit. All ownership interests shall be disclosed (eg. Individual, beneficial interest, trust, partnership, corporation or other entity) to comply with the provisions 605 ILCS 10/9.12.

17. This Contract for the sale of Owner's interest in Property, when duly accepted and executed by Owner and the Tollway, shall constitute the entire agreement between the parties with regards to the subject matter herein, with neither party relying upon any statement or representation made by the other, and not contained herein. There are no other agreements, terms or conditions, either oral or written, between Owner and the Tollway related to the Temporary Easement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, this ____ day of August, 2018

THE VILLAGE OF WILLOW SPRINGS

John M. Carpino, Mayor

Mary Jane Mannella, Clerk

BUYER:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Chief Engineering Officer

Executive Director or Chief Operating Officer

Approved As To Form And Constitutionality

ATTORNEY GENERAL - STATE OF ILLINOIS

DISCLOSURE OF OWNERSHIP AFFIDAVIT – TEMPORARY EASEMENT

TOLLWAY PARCEL NUMBER: TW-3A-16-005.T

Instructions. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all of the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed. If this is a negotiated agreement, this disclosure must be filed with the Tollway contemporaneously with the execution of the agreement.

The undersigned, pursuant to the requirements of 605 ILCS 10/9.12, discloses and represents under oath the following:

Title to the parcel is held in:

Individual **Corporation** **Limited liability company** **Partnership**
 Beneficial Interest **Trust** **Land trust** **Other Entity**

<u>Name and Address of each individual/entity</u>	<u>Description of Interest</u>	<u>Percentage of Interest</u>
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The undersigned states under oath and penalty of perjury that the foregoing disclosure of those having the above stated ownership interest in said parcel is true and complete.

Further Affiant sayeth naught.

By: _____
(signed)

Print Name:

Entity:

Title:

SUBSCRIBED AND SWORN to before me this _____ day of _____ 20____.

NOTARY PUBLIC

For Land Trusts, this Affidavit must be executed by the individual holding the greatest percentage of beneficial interest in the land.

605 ILCS 10/9.12

Sec. 9.12. Land disclosure requirements.

(a) Disclosure required. The Authority may not enter into any agreement or understanding for the use or acquisition of land that is intended to be used or acquired for toll highway purposes unless full disclosure of all beneficial interests in the land is made under this Section.

(b) Condemnation proceedings. If the Authority commences condemnation proceedings to acquire land that is intended to be used or acquired for toll highway purposes, the holders of all beneficial interests in the land must make full disclosure under this Section unless the court determines that the disclosure would cause irreparable harm to one or more holders of a beneficial interest.

(c) Beneficial interests. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed.

(d) Written statement. Disclosure must be made by a written statement filed (i) with the Authority contemporaneously with the execution of the agreement or understanding or (ii) in the case of a condemnation proceeding, with the Authority and the court within a time period ordered by the court. Each individual and entity must be disclosed by name and address and by a description of the interest held, including the percentage interest in the land held by the individual or entity. The statement must be verified, subject to penalty of perjury, by the individual who holds the greatest percentage of beneficial interest in the land.

(e) Recordation. The Authority must file the statement of record with the recorder of each county in which any part of the land is located within 3 business days after the statement is filed with the Authority.

(f) Agreements and understandings void. Any agreement or understanding in violation of this Act is void.

(g) Penalty. A person who knowingly violates this Section is guilty of a business offense and shall be fined \$10,000.

(h) Other disclosure requirements. The disclosure required under this Act is in addition to, and not in lieu of, any other disclosure required by law.

(Eff. 8-2-02.)

EXHIBIT 'A'

ROUTE: TRI-STATE TOLLWAY (I-294)
SECTION: 3A
COUNTY: COOK
JOB NO.: RR-14-4221
PARCEL: TW-3A-16-005.01T
STATION: 1107+03.38 TO 1108+04.75
OWNER: THE VILLAGE OF WILLOW SPRINGS
PIN: NONE ASSIGNED

LEGAL DESCRIPTION

THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191 IN COOK COUNTY, ILLINOIS RECORDER'S OFFICE, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2011 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, COMBINATION FACTOR = 1.000030485, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5 IN BLOCK 6 OF SAID SUBDIVISION, ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL, 60.04 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 5, ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF I-294 PER CASE 58 S 8766; THENCE NORTH 40 DEGREES 42 MINUTES 43 SECONDS WEST ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, 15.52 FEET; THENCE SOUTH 81 DEGREES 07 MINUTES 57 SECONDS EAST, 101.79 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL; THENCE SOUTH 40 DEGREES 42 MINUTES 43 SECONDS EAST, ON SAID NORTHEASTERLY RIGHT OF WAY LINE, 7.98 FEET; THENCE SOUTH 49 DEGREES 17 MINUTES 17 SECONDS WEST, 66.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL; THENCE NORTH 40 DEGREES 42 MINUTES 43 SECONDS WEST. ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, 69.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.071 ACRES (3,084 SQUARE FEET), MORE OR LESS.

EXHIBIT 'B'

**TEMPORARY CONSTRUCTION
EASEMENT**

THIS INDENTURE WITNESSETH, that the Grantors, **The Village of Willow Springs**, a municipal corporation of the State of Illinois with an office at One Village Circle, Willow Springs, IL 60480, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, hereby grants the right, easement and privilege to enter upon the property commonly known as Parcel Number TW-3A-16-005.01T and legally described on Exhibit "A" attached hereto and made a part hereof unto **The Illinois State Toll Highway Authority** (hereafter "Authority"), its agents, employees or contractors for toll highway purposes, including but not limited to improving the **Interstate 294** and related improvements.

The right, easement and privilege granted herein shall terminate on the _____ or upon the completion of the aforementioned improvement project, whichever is the sooner. Additionally, for and in consideration of this grant of temporary easement, Authority does by the acceptance hereof agree to pay for and restore any damages to adjacent property owned by Grantor caused in connection with the use of the aforementioned property and to restore the said easement property to its condition, as it existed prior to the construction, promptly following completion of the aforementioned improvement.

Property Address: Rust Trail @ I-294 right-of-way, Willow Springs, Illinois 60480

PIN(S):



Legends Ln

Belmont Ave

IROW MAPS

Addison Creek

Parcel TW-7-16-005

Grand Ave

County Line Rd

294

Northwest Ave

Garnet Dr

Union Pacific

Rhodes Ave

0 255 510 1,020 Feet



Map was produced by the Illinois Tollway Planning Department / Right Of Way Division
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RESOLUTION NO. 21656

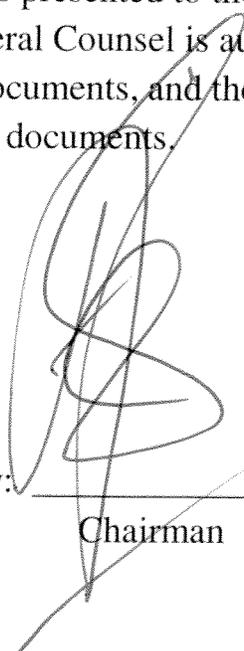
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to settle an eminent domain matter concerning Tollway parcel TW-7-16-005 and titled ISTHA v. Tivin Property, LLC, 2018 L 050037.

Resolution

The proposed litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session. The Acting General Counsel is authorized to prepare an agreement and any other necessary documents, and the Chairman or the Executive Director is authorized to execute said documents.

Approved by: _____


Chairman