

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

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois ("ILLINOIS TOLLWAY"), and THE COUNTY OF DUPAGE, a municipal corporation of the State of Illinois ("COUNTY"), individually referred to as “PARTY” and collectively referred to as “PARTIES.”

RECITALS:

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, proposes to reconstruct the bridge carrying Warrenville Road over the East Branch DuPage River (“PROJECT”), adjacent to the Ronald Reagan Memorial Tollway (“Toll Highway”);

WHEREAS, the ILLINOIS TOLLWAY, owns real property located at the southeast corner of the PROJECT, identified as Parcel No. E-2-21.10.EX and depicted in attached EXHIBIT A and incorporated into this AGREEMENT (“PARCEL”), which is necessary for the construction of the PROJECT and associated improvements, including compensatory storage;

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

WHEREAS, it is in the best interest of the PARTIES that the ILLINOIS TOLLWAY transfers the PARCEL to the COUNTY for public use;

WHEREAS, the PARTIES by this AGREEMENT shall determine and establish their respective responsibilities toward the PARCEL transfer as proposed;

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;

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/5-1001, *et seq.*, and Illinois Highway Code, 605 ILCS 5/5-101, *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 agree as follows:

I. TRANSFER OF OBLIGATIONS

- A. The ILLINOIS TOLLWAY owns the PARCEL identified as Tollway Parcel No. E-2-21.10.EX and depicted in EXHIBIT A and agrees to convey the PARCEL to the COUNTY.
- B. The COUNTY agrees to accept conveyance of the PARCEL identified as Tollway Parcel No. E-2-21.10.EX and depicted in EXHIBIT A from the ILLINOIS TOLLWAY.
- C. The PARTIES agree to cooperate in preparing any documents necessary to complete the conveyance of the PARCEL.

II. CONSIDERATION

The PARTIES agree that based upon the appraised value, the COUNTY's assumption of maintenance and liability represents adequate compensation for the PARCEL and that the PARCEL shall be conveyed via a quit claim deed for a nominal cost of \$10.00.

III. CONVEYANCE OF THE PARCEL

- A. The COUNTY agrees to accept conveyance of the PARCEL 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 PARCEL including, but not limited to maintenance.
- C. The ILLINOIS TOLLWAY shall convey the PARCEL to the COUNTY, provided, however, that:
 - 1. It is understood that the ILLINOIS TOLLWAY is conveying the PARCEL to the COUNTY for the COUNTY to construct the PROJECT. The PARCEL is needed for compensatory storage due to fill placement in the floodplain as identified in a Phase I study. The PARTIES agree that in the event the PARCEL is ever transferred, any financial gain in excess of the amount the ILLINOIS TOLLWAY was paid for the PARCEL will become immediately due and payable from the COUNTY to the ILLINOIS TOLLWAY pursuant to the Tollway's Excess Property Policy, dated April 2023.
 - 2. In the event any portion of the PARCEL 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 Grantee, its successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed,

whether in whole or part, to users or patrons on the adjacent toll highway including any structure that, in the opinion of the Chief Engineering Officer of The Illinois State Toll Highway Authority, would in any way interfere with the safe operation of the Toll Highway system.”

IV. GENERAL PROVISIONS

- A. 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.
- B. 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 Transportation/County Engineer of the COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the terms of this AGREEMENT in reference to the PARCEL, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- C. In the event there is a conflict between the terms contained in this AGREEMENT and the attached EXHIBIT A, the terms contained in this AGREEMENT shall control.
- D. 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.
- E. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- F. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- G. 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.
- H. It is agreed that the laws of the State of Illinois, except for conflict of law principles, shall apply to this AGREEMENT and in the event of litigation, venue and jurisdiction shall lie in the Circuit Court of DuPage County, Illinois.
- I. 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 State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
mnashif@getipass.com

To the COUNTY:

The County of DuPage
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation/
County Engineer
Christopher.Snyder@dupageco.org

- J. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General (“IG”), State of Illinois internal auditors, the ILLINOIS TOLLWAY Department of Internal Audit, or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours. *See* 30 ILCS 500/20-65.
- K. The COUNTY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the IG is authorized to conduct investigations into certain matters, including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The COUNTY will fully cooperate in any IG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- L. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT upon the last dated signature below.

THE COUNTY OF DU PAGE

By: _____
Deborah A. Conroy
Chair, DuPage County Board

Attest: _____
Jean Kaczmarek
County Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Cassandra Rouse
Executive Director

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

EXHIBIT A

EXCESS PARCEL PLAT

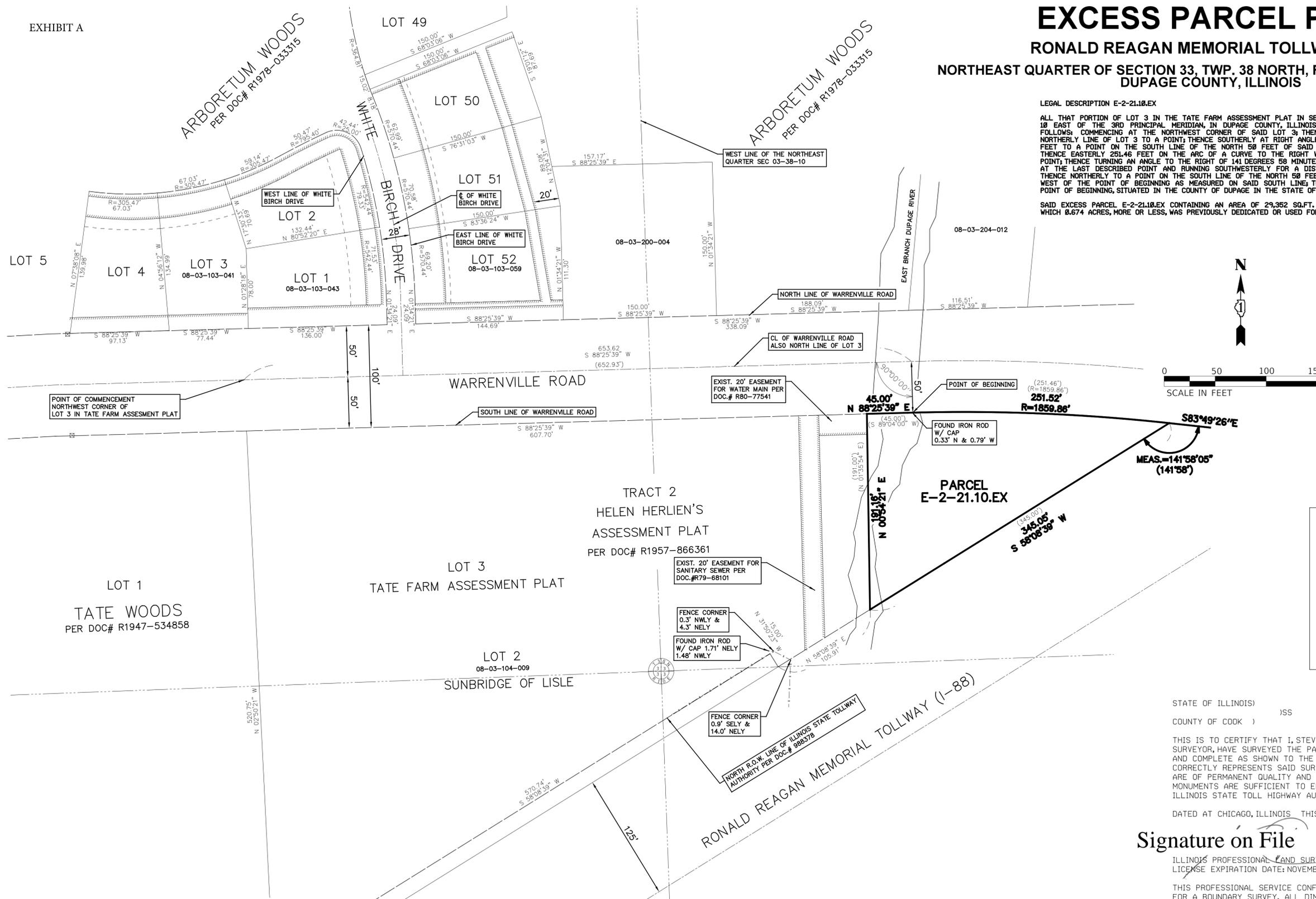
RONALD REAGAN MEMORIAL TOLLWAY (I-88)

NORTHEAST QUARTER OF SECTION 33, TWP. 38 NORTH, RANGE 10 EAST, 3RD P.M.
DUPAGE COUNTY, ILLINOIS

LEGAL DESCRIPTION E-2-21.10.EX

ALL THAT PORTION OF LOT 3 IN THE TATE FARM ASSESSMENT PLAT IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS (PLAT DOC. 486136) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY 652.93 FEET ON THE NORTHERLY LINE OF LOT 3 TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 3, FOR A POINT OF BEGINNING; THENCE EASTERLY 251.46 FEET ON THE ARC OF A CURVE TO THE RIGHT WITH RADIUS OF 1859.86 FEET TO A POINT; THENCE TURNING AN ANGLE TO THE RIGHT OF 141 DEGREES 58 MINUTES FROM THE TANGENT TO THE CURVE AT THE LAST DESCRIBED POINT AND RUNNING SOUTHWESTERLY FOR A DISTANCE OF 345.0 FEET TO A POINT; THENCE NORTHERLY TO A POINT ON THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 3 THAT IS 45 FEET WEST OF THE POINT OF BEGINNING AS MEASURED ON SAID SOUTH LINE; THENCE EASTERLY 45 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

SAID EXCESS PARCEL E-2-21.10.EX CONTAINING AN AREA OF 29,352 SQ.FT. OR 0.674 ACRES, MORE OR LESS, OF WHICH 0.674 ACRES, MORE OR LESS, WAS PREVIOUSLY DEDICATED OR USED FOR HIGHWAY PURPOSES

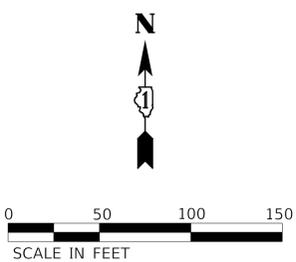


LEGEND:

- REC. INDICATES RECORD VALUE
- MEAS. INDICATES MEASURED VALUE
- CH.BNG. INDICATES CHORD BEARING
- (XXX.XX') INDICATES RECORD VALUE
- XXX.XX' INDICATES MEASURED VALUE
- ⊕ INDICATES LIGHT POLE
- ⊗ INDICATES POWER POLE
- ⊙ INDICATES TRAFFIC LIGHT
- ⊕ INDICATES SPLICE BOX
- ⊔ INDICATES SIGN POST
- ⊥ INDICATES GUY WIRE

LEGEND

- SECTION LINE
- PROPERTY LINE
- EXISTING CENTERLINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED RIGHT OF WAY
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT
- RECORD DIMENSION
- RECORD BEARING



STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, STEVEN BARCZAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT 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 RETRACED, MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, STATE OF ILLINOIS.

DATED AT CHICAGO, ILLINOIS THIS 17TH DAY OF JANUARY, A.D., 2023.

Signature on File

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003269
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.

BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLAN COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2011 (TRIMBLE VRS). ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND".

COMBINED SCALE FACTOR
(GRID SCALE FACTOR X ELEV. FACTOR) = 1.0000463497

FIELDWORK COMPLETED ON 09-24-2021



PARCEL NUMBER	OWNER	TOTAL HOLDING		PART CONVEYED		REMAINDER		PREVIOUSLY DEDICATED ACRES	EASEMENT	
		ACRES	SQ.FT.	ACRES	SQ.FT.	ACRES	SQ.FT.		ACRES	SQ.FT.
E-2-21.10.EX	ILLINOIS STATE TOLL HIGHWAY AUTHORITY	0.674±	29,352±	0.674±	29,352±	0	0	0.674±	N/A	N/A

DRAWN BY JV DATE --/--/--
CHECKED BY SB DATE --/--/--

KNIGHT
Engineers & Architects

221 North LaSalle Street
Suite 300
Chicago IL 60601
Phone: (312) 577-3300

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS

NO.	DATE	DESCRIPTION

CONTRACT NO. 61J14
EXCESS PARCEL PLAT
RONALD REAGAN MEMORIAL TOLLWAY (I-88)

SHEET NO. 1 OF 1
DRAWING NO. 1 OF 1

USER NAME = USJV705140 PLOT DATE = 1/16/2023 PLOT SCALE = 1:50 FILE NAME = J194 Excess Parcel Plat.01172023.dgn

RESOLUTION NO. 22684

Background

The Illinois State Toll Highway Authority (“Tollway”) desires to convey excess parcel E-2-21.10.EX, which is adjacent to I-88 and near the intersection of Warrenville Road and IL Route 53 (“Parcel”), to the County of DuPage (“County”). The County needs the parcel for stormwater storage relating to the planned reconstruction of the Warrenville Road bridge over the east branch of the DuPage River. Due to the Parcel’s limited economic value, the Tollway considers the County’s assumption of all future maintenance and responsibility for the Parcel to be adequate compensation. The Tollway is receiving nominal consideration of \$10.00 for the Parcel.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with the County to memorialize the parties’ understandings and financial responsibilities relative to the transfer of Parcel E-2-21.10.EX.

Resolution

The General Counsel is authorized to negotiate and finalize an intergovernmental agreement between the Tollway and the County in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement.

Approved by: **Signature on File**
Chairman