



# Office of the City Clerk

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## Legislation Details (With Text)

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Date	Ver.	Action By	Action	Result
3/23/2022	1	City Council	Passed	Pass
3/14/2022	1	Committee on Aviation	Recommended to Pass	
2/23/2022	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

February 23, 2022

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY  
OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of an amended intergovernmental agreement with the Illinois State Toll Highway Authority regarding the Elgin O'Hare Western access project.

Your favorable consideration of this ordinance will be appreciated.

**ORDINANCE**

WHEREAS, the City of Chicago ("City") is a home rule unit of local government as defined in Article VII, §6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns and operates Chicago O'Hare International Airport ("Airport") and is advancing planning and development of the O'Hare 21 capital improvement program ("O'Hare 21"), which includes a series of improvements to the Airport to meet projected air transportation demand including new expanded terminal and gate facilities and employee parking; and

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

WHEREAS, the City and the Tollway previously executed and delivered that certain Intergovernmental Agreement dated April 14, 2017, in substantially the form approved by City Council on February 22, 2017, and recorded in pages 42931-42959 of The Journal of the Proceedings of the City Council of the City of Chicago, Illinois (the "Intergovernmental Agreement"), to define their respective responsibilities relative to the Elgin-O'Hare Western Access Project (the "EOWA Project"), whereby the City and the Tollway agreed, amongst other things, to transfer of certain property title and rights sought by the Tollway for the EOWA Project in several forms including fee ownership, permanent easement, and temporary construction easement, to build the EOWA Project; and

WHEREAS, following execution and delivery of the Intergovernmental Agreement, the Tollway designed a realignment which requires relocation, reconfiguration, and modification of certain roadways and Airport property, and which requires the Tollway to seek title to additional property and additional property rights in Airport property from the City in addition to those property rights and interests previously agreed upon within the Intergovernmental Agreement; and

WHEREAS, to facilitate the EOWA Project, the Tollway has requested that the City accommodate certain temporary impacts to Airport operations in addition to the City's grant of property rights; and

WHEREAS, the City must obtain Federal Aviation Administration ("FAA") concurrence and approvals prior to conveying such additional property title and rights to the Tollway or accommodating such temporary impacts to Airport operations; and

WHEREAS, to benefit the City in consideration of the temporary operational impacts, the EOWA Project, scope is being amended to include the Tollway's construction management of soil stockpiles to accommodate western access to the Airport and to benefit the City's future development at the Western Landside Development Area of the Airport, including but not limited to, a circulation road, parking facilities and other Airport improvements; and

WHEREAS, the Tollway's EOWA Project will benefit the City by providing greater access to the Airport and traffic circulation in and around the Airport; and

WHEREAS, in consideration of the foregoing recitals, the City and the Tollway have determined to amend the Intergovernmental Agreement with a First Addendum to the Intergovernmental Agreement in substantially the form attached to this ordinance as Exhibit A (the "First Addendum to Intergovernmental Agreement");

NOW, THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, the Commissioner of Aviation (the "Commissioner") is hereby authorized to execute and deliver a First Addendum to Intergovernmental Agreement in substantially the form attached hereto as Exhibit A.

SECTION 3. Upon receipt of notice that the FAA has granted release from applicable grant restrictions and issued any such other approvals for the property identified in the First Amendment to Intergovernmental Agreement as may be required, the Commissioner is authorized to execute any and all additional agreements, documents, instruments or certificates as the Commissioner of Aviation shall deem as reasonably necessary or desirable to implement the objectives of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from the date of its passage and approval.

*Exhibit "A" referred to in this ordinance reads as follows:*

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**FIRST ADDENDUM to INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE CITY OF  
CHICAGO REGARDING THE ELGIN O'HARE WESTERN ACCESS PROJECT**

This First Addendum to Intergovernmental Agreement ("Addendum") is made and entered into as of 2022 by THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois {"Tollway"} and the CITY OF CHICAGO, an

*Illinois home rule municipality ("City").*

## RECITALS

*WHEREAS, on April 14, 2017, the City and Tollway (collectively, "Parties") entered into an Intergovernmental Agreement ("Agreement") to define their respective responsibilities relative to the Elgin-O'Hare Western Access Project ("EOWA Project"), which is a Project of National and Regional Significance (i.e., a project that has national and regional benefits, including economic, congestion relief and safety) as designated by the United States Department of Transportation and the Federal Highway Administration ("FHWA");*

WHEREAS, as a material inducement for the City's execution of the Agreement, it was understood and agreed that the EOWA Project would not cause material adverse impacts, even by temporary intrusion or construction interference, on operations at O'Hare International Airport ("Airport"), including but not limited to airfield and runway operations, surrounding navigable airspace and protected surfaces, or any runway classification, instrument rating, or other utility or capability of any runway;

WHEREAS, after reviewing the Environmental Impact Statement ("E/S") for the EOWA Project pursuant to the National Environmental Protection Act ("NEPA"), the FHWA and the Federal Aviation Administration ("FAA") issued a joint Record of Decision ("ROD"), subsequent to which the Illinois Department of Transportation ("IDOT") and the Tollway prepared and submitted EIS Re-Evaluation documents to the FHWA and FAA to address changes to the EOWA Project that were proposed after the ROD was issued;

WHEREAS, following issuance of the ROD, Soo Line Railroad Company d/b/a Canadian Pacific Railway's ("CP") filed suit in the Surface Transportation Board ("STB") to challenge alleged impacts the Tollway's original design for the southern leg of I-490 (approved pursuant to the initial ROD) would have on CP's Bensenville Yard, and the Tollway filed a related action in federal court;

WHEREAS, to settle the lawsuits, the Tollway proposed realignment of the southern leg of I-490, thereby shifting a segment of the roadway footprint north of the CP's Bensenville Yard onto a portion of Airport property adjacent to Illinois Route 19 ("Revised I-490 South Leg"), as depicted on Exhibit G;

WHEREAS, the primary remaining EIS Re-Evaluation element on which approval is pending concerns the Revised I-490 South Leg, which includes, but is not limited to, construction of a roadway that will carry both I-490 and Illinois Route 19 traffic between York Road and Taft Avenue, relocation of the O'Hare Airport Perimeter Road and Air Operations Area ("AOA") Fence located along the southern boundary of the Airport, reconfiguration of the South Access Road intersection with Illinois Route 19, reconfiguration of the Taft Avenue intersection at Illinois Route 19, reconfiguration of the access to the South Airport Surveillance Radar ("South ASR-9"), modification of the Runway 10R/28L ALSF-2 system, associated utility relocations, and all other work associated with the plans and specifications;

*WHEREAS, while the Tollway has represented to the City that the proposed Revised I-490 South Leg is its preferred plan for the southern leg of the I-490 Project and that the proposed Revised I-490 South Leg can be designed and constructed without Permanent Impact to Airport operations, including, but not limited to, airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating or other utility or capability of any runway (specifically including the operations and capabilities of Runway 10R/28L), the Tollway recognizes that its preferred plan for construction of the Revised I-490 South Leg may cause material temporary impacts to Runway 10R/28L, including the potential loss of capabilities of the Instrument Landing System ("ILS") serving the runway, for a temporary, but not permanent, period of time ("Temporary Runway 10R/28L Impact");*

WHEREAS, subsequent to the Parties' execution of the Agreement, in addition to the Tollway's development of the proposed Revised I-490 South Leg, the Tollway's design and construction planning for certain additional elements of the EOWA Project have proceeded in a manner that requires the Tollway to

request the City's accommodation and coordination on short-term Airport operational impact during construction that is not permanent in nature, including but not limited to reconfiguration, respacing and/or relocation of certain ALSF-2 system facilities serving Runways 9L/27, 10L/28R, and 10C/28C;

WHEREAS, in addition to the Temporary Runway 10R/28L Impact and short-term operational impact during modification of the ALSF-2 system facilities serving Runways 9L/27, 10L/28R and 10C/28C, the Revised I-490 South Leg also requires the Tollway to seek title to additional property and additional property rights in Airport property from the City in the form of fee ownership, permanent easement and temporary construction easement property ("City Transfer Property") in the location and manner depicted on Exhibit A;

WHEREAS, the Parties understand and acknowledge that the property in which the Tollway seeks title and property rights is currently obligated for use for Airport purposes pursuant to an FAA-approved Airport Layout Plan ("ALP") attached to the Agreement as Exhibit C, and further acknowledge that the City is obligated to the FAA under certain Airport Sponsor Assurances ("Grant Assurances") which, among other things, prohibit the City from causing or permitting any activity or action on Airport property which would interfere with said Airport property use for Airport purposes. Therefore, the City must obtain FAA approval to convey title and property rights to the Tollway for the purposes sought;

WHEREAS, to support requests for all relevant or required approvals by the FAA of the EIS Re-Evaluation, the Revised I-490 South Leg, the related Airport operational impacts, and associated title and property rights sought by the Tollway, the City and Tollway desire to define

- i) the process, responsibilities and tolerable limitations as to the Temporary Runway 10R/28L Impact and any other Temporary Construction Impact in relation to operations at the Airport, and
- ii) a process whereby operational impacts or interruptions exceeding such temporary agreeable tolerances shall be immediately ceased, discontinued and rectified such that, as soon as possible, Airport operations are restored and returned to operating conditions at no less service than prior to such impact or interruption or reasonably agreed to by the Parties;

WHEREAS, the City is completing the O'Hare Modernization Program ("OMP"), including construction of Runway 9C/27C and the Runway 9R/27L extension, and advancing planning and development of the O'Hare 21 capital improvement program ("O'Hare 21"), which includes a series of improvements to the Airport to meet projected air transportation demand including new expanded terminal and gate facilities and employee parking;

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WHEREAS, the Parties agree that both the OMP and the EOWA Project have established implementation schedules that require the cooperation and timely involvement of the other Party for completion in accordance with such schedules;

*WHEREAS, as part of the OMP, the City's extension of Runway 9R/27L includes the construction of a portion of the Runway 9R ALSF-2 system and associated infrastructure within the limits of existing Tollway property located west of York Road and south of Supreme Drive as depicted on Exhibit H. The improvements on Tollway property include construction of an ALSF-2 system installation (i.e., bridge, lightbars, electrical connections, etc.), installation of a pedestrian bridge, vehicular access from Supreme Drive, parking area, and drainage modifications at Willow Creek. These improvements require the City to seek property rights in Tollway property in the form of permanent easement and temporary construction easement ("Tollway NAV AID Property");*

WHEREAS, in addition to the OMP and O'Hare 21, the City is advancing planning of a Western Landside Reserved Area ("WLRA") for development compatible with western access to the Airport;

WHEREAS, the Parties agree that the WLRA site requires construction to manage soil stockpiles in order to enable subsequent economic development and access to the western portion of the Airport and that

the scope of the WLRA site work described in Section 15.H. ("WLRA Soil Project"), including without limitation modification of portions of the Airport Perimeter Road and AOA Fence and construction of detention basins, will be performed by the Tollway to accommodate western access to the Airport and the City's future development at the WLRA, including but not limited to, a circulation road, parking facilities and other necessary improvements;

WHEREAS, the Parties desire to define the process and requirements for documenting certain of their respective maintenance and jurisdictional responsibilities associated with the EOWA Project and the OMP, as generally depicted on Exhibit I;

WHEREAS, the EOWA Project includes improvements to, in and around Touhy Avenue, specifically reconstruction and relocation of the south leg of the Mount Prospect Road and Touhy Avenue intersection and construction of a sidewalk and shared-use path within the City's municipal limits ("Touhy Avenue Improvements");

WHEREAS, Letters of Understanding ("LOU") are required between the City and the Cook County Department of Transportation and Highways ("CCDOH") and between the City and IDOT to define certain maintenance responsibilities for Mount Prospect Road south of Touhy Avenue and the sidewalk and shared-use path within the City's municipal limits;

WHEREAS, the EOWA Project also includes relocation of the existing access road to the South ASR-9, as depicted on Exhibit J, which road will extend from Taft Avenue under I-490 northbound and southbound bridges and the Union Pacific Railroad ("UPRR") bridge over the CP Bensenville Yard and will be located on City, UPRR and Tollway property, each of which will require use of the road for access to the South ASR-9, the UPRR bridge and the I-490 bridge;

WHEREAS, the Parties agree that unless otherwise modified by this Addendum, the Agreement is still in effect;

*WHEREAS, the Parties desire to enter into this Addendum, which is authorized by Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.;*

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WHEREAS, the Tollway, by virtue of its powers as set forth in the Illinois Toll Highway Act, 605 ILCS 10/1, et seq., is authorized to enter into this Addendum;

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 Addendum; and

WHEREAS, the City has authorized execution of this Addendum pursuant to an Ordinance approved by the City of Chicago Council on \_\_\_\_\_, 2022;

NOW, THEREFORE, in consideration of the covenants and conditions to be fulfilled by the Tollway and the City as hereinafter set forth, the Parties agree as follows:

## **Section 1. INCORPORATION OF RECITALS**

The Recitals set forth above are by this reference incorporated as substantive provisions of this Addendum.

## **Section 2. DEFINITIONS**

Notwithstanding any definitions in the Agreement, as used in this Addendum, the following words and terms have the meanings set forth below.

"3-in, 3-out" means the EOWA Project improvements at the Illinois 390 and I-490 system interchange

including three-lane ingress to the Airport and three-lane egress from the Airport. See below Section 25.A.

"Added" means that the Section or Paragraph designated as such is new and being added to the Agreement through this Addendum.

"Addendum Effective Date" means the date first above written, i.e., \_\_\_\_\_, 2022.

"Agreement" means the April 14, 2017 Intergovernmental Agreement between the City and Tollway regarding their respective responsibilities relative to the EOWA Project.

"Airport Stakeholders" means the FAA, airline companies and their representatives.

"ALSF-2" means High Intensity Approach Lighting System with Sequenced Flashing Lights.

"Alternate Design Variant" has the meaning set forth in below Section 22.C(1). "AOA" means Air Operations Area.

"CAT I/II/III" has the meaning set forth in below Section 22.B(3).

"CCDOTH" means Cook County Department of Transportation and Highways.

"CCDD" has the meaning set forth in below Section 14(H)(1)(a)(i)(5).

"CPA Reciprocal Access Easement Agreement" has the meaning set forth in below Section 23.C.

"Closing" means a real estate closing on conveyances of title or property rights in City Transfer Property and Tollway NAVAID Property. The Parties may conduct Closings from time to time as various parcels of City Transfer Property or Tollway NAVAID Property meet the conditions precedent to Closing. See below Sections 5, 6, 7, 8 and 9 of this Addendum.

"Compensation" has the meaning set forth in below Section 5.A.

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"CP" means Soo Line Railroad Company d/b/a Canadian Pacific Railway.

"Deleted" means that the Section or Paragraph designated as such is hereby stricken from the Agreement.

"Designated Individual" has the meaning set forth in below Section 26.A. "EIS Re-Evaluation"

means Environmental Impact Statement Re-Evaluation. "Executive Coordination Group" has the

meaning set forth in below Section 26.A. "FHWA" means Federal Highway Administration.

"1-490" means the Western Access element of the EOWA Project, i.e., the proposed toll highway along the western and southern boundaries of the Airport connecting 1-90 to 1-294 and providing western access into the Airport. "1-490" replaces "Illinois Route 490" as defined and used in the Agreement.

"1-490 Ramps to/from Airport" means future EOWA Project improvements at the Illinois Route 390 and 1-490 interchange, including ramps connecting 1-490 with the Western Landside Reserved Area, as determined to be required based on the City and Tollway development needs. See below Sections 3 and 25.

"ILS" means Instrument Landing System.

"LOU" means Letter of Understanding.

"LUR" means Land Use Release defined as FAA approval of the conveyance of fee ownership, permanent easement, and/or temporary construction easement property and title rights from the City to the

Tollway.

"NAS" means National Airspace System.

"OE/AAA" has the meaning set forth in below Section 22.C(2).

"OUGS" has the meaning set forth in below Section 22.C(2).

"OUNPPM" has the meaning set forth in below Section 22.C(2).

"Permanent Impact" means permanent change or limitation on Airport operations, as compared to pre-construction conditions, after completion of EOWA Project construction including, but not limited to, change or limitation to airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating or other utility or capability of any runway (specifically including the operations and capabilities of Runway 10R/28L).

"Replaced" means that the Section or Paragraph designated as such replaces that same Section or Paragraph as included in the Agreement.

"Revised I-490 South Leg" means the proposed I-490 roadway corridor from Taft Avenue to Illinois Route 19, which carries both I-490 and Illinois Route 19.

"Revised I-490 South Leg Design Variant" means the design option pursued by the Tollway for the Revised I-490 South Leg, which includes the proposed I-490 roadway corridor

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from Taft Avenue to Illinois Route 19 and the Airport Perimeter Road as open, non-covered roadways.

"ROFA" has the meaning set forth in below Section 22.A. "RPZ" has the meaning set forth in below Section 22.A. "RSA" has the meaning set forth in below Section 22.A. "South ASR-9" means South Airport Surveillance Radar.

"South I-490 Master Plan" means 15% complete design plans for the Revised I-490 South Leg provided for City review in December 2019. See below Section 22.C(1).

"Temporary Construction Impact" means temporary change or limitation on Airport operations as compared to pre-construction conditions, during EOWA Project construction that is not permanent in nature. Temporary Construction Impacts will be evaluated through the industry standard OE/AAA process including FAA form 7460-1 Notice of Proposed Construction. Temporary Construction Impacts include, but are not limited to, any impacts defined under Permanent Impacts, and only will occur during EOWA Project construction.

"Temporary Runway 10R/28L Impact" means Temporary Construction Impact to Runway 10R/28L to enable implementation of the Revised I-490 South Leg and associated ALSF-2 system modification, and if so required and/or determined necessary by the FAA, may include temporary outage of the ILS and/or closure of the runway during one or more periods while construction of the Revised I-490 South Leg is proceeding, including for modification of the Runway 10R/28L ALSF-2 system.

"Tollway NAVAID Property" means property interests that the Tollway will transfer to the City that include, but are not limited to fee title, permanent easements, or temporary construction easements.

"UPRR" means Union Pacific Railroad.

"Western Access Interchange ("WAI")" means Illinois Route 390 and I-490 system interchange.



"WLRA" means the City's Western Landside Reserved Area. "WLRA Soil" has the meaning set forth in below Section 15.A.

"WLRA Soil Project" means the work to be performed by the Tollway at the WLRA, including removal of WLRA Soil as described in Section 15.H., modification of portions of the Airport Perimeter Road and AOA Fence, and construction of detention basins to accommodate western access to the Airport and the City's future development at the WLRA.

"Workplan" has the meaning set forth in below Section 22.B(4).

"Zone B" has the meaning set forth in Section 15.H.(1)

### **Section 3. CONDITIONS OF AGREEMENT**

A. Navigational Aids (Replaced). The Parties understand that certain navigational aids for Runway 9C/27C and the extension of Runway 9R/27L, including ALSF-2 system facilities, conceptually depicted in the ALP attached to the Agreement as Exhibit C, will need to be constructed and located in and near the City Transfer Property following the City's transfer or grant of rights in that Property to the Tollway. In addition, Runway 9R/27L navigational aids will

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be constructed on Tollway NAVAID Property following the Tollway's transfer or grant of rights in that Property to the City. The City is responsible for updating the ALP as necessary to include I-490 and associated EOWA Project improvements.

B. No Conflict with Western Access (Added). The EOWA Project improvements at the WAI include local and IL 390 access to and from the Airport (i.e., 3-in, 3-out) and, as part of future phases of work, ramps connecting the Airport to and from I-490 (i.e., I-490 Ramps to/from Airport) as depicted on Exhibit H and described further in Section 25. As part of this Addendum, the City agrees to the proposed location and configuration of the WAI ramps and concurs that the configuration is compatible with the City's future development at the WLRA.

C. Negative Impacts (Replaced). The Parties understand that aside from acceptable Temporary Construction Impact and Temporary Runway 10R/28L Impact, the EOWA Project, the Touhy Avenue Improvements and the Lee Street Improvements will not cause Permanent Impacts on Airport operations after construction. Except for treatment of Runway 14R/32L, as provided in Subsection 5C of the Agreement, to the extent the FAA determines that the EOWA Project, the Touhy Avenue Improvements, the Lee Street Improvements, the conveyance of any City Transfer Property or Subsequently Identified Property may cause Permanent Impacts, the Tollway must cooperate with the City to alleviate such Permanent Impacts, including preparing design alternatives and revising the proposed City Transfer Property, in a manner sufficient to allow the EOWA Project, the Touhy Avenue Improvements and the Lee Street Improvements to proceed while eliminating Permanent Impacts on existing and planned Airport runway operations and facilities. As designed, the construction of the EOWA Project may result in Temporary Construction Impacts on Airport operations due to work associated with modification of the ALSF-2 systems for Runway 9L/27R, Runway 10C/28C and Runway 10L/28R. Prior to any temporary interference with aircraft or operations related to the Airport necessitated by construction for the EOWA Project, the Tollway must coordinate with the City on circumstances and obtain acknowledgement by FAA via written aeronautical determination. The Parties understand that a Temporary Runway 10R/28L Impact, as further contemplated in Section 23.A., may become necessary to enable construction of the Revised I-490 South Leg.

### **Section 4. APPROVAL OF PARCELS COMPRISING CITY TRANSFER PROPERTY; SUBSEQUENTLY IDENTIFIED PROPERTY**

#### **B. Approvals of Subsequently Identified Property**

- (1) (Replaced) The Tollway will request a conveyance and provide the City with draft conveyance documents for that parcel, including a legal description, a form of deed or easement, and if applicable the scope of easement rights.
- (6) (Replaced) For any Subsequently Identified Property approved by the City within 36 months after the Addendum Effective Date, the compensation will be: (a) \$12.50 per square foot of land area for a parcel transferred in fee simple or for a grant of a permanent easement (other than parcels within LUR#1); and (b) \$0 for a grant of a temporary construction easement. For any Subsequently Identified Property approved by the City more than 36 months after the Addendum Effective Date, additional compensation, if any, will be determined by subsequent agreement of the Parties.

## Section 5. COMPENSATION FOR PROPERTY TITLE AND RIGHTS

A. Compensation (Replaced). The Parties agree that the Tollway will pay the City \$107,773,452, which consists of \$19,529,604 for the parcels within LUR#1 (as defined below) and \$88,243,848 for all remaining parcels not otherwise included within LUR#1 ("Compensation").

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The Parties agree that the Compensation is the full and complete consideration for all transfers and grants of Fee Parcels, Permanent Easements and Temporary Construction Easements of the City Transfer Property.

B. Strict Joint Order Escrow Account; Disbursement of Compensation (Replaced). Compensation will be disbursed from the Tollway to the City at the real estate closing(s) of title or property rights in City Transfer Property. Closing funds will be disbursed to the City proportionately for the conveyance of City Transfer Property at the time of Closing based on the total square feet of land included in the Fee Parcels or Permanent Easement Parcels being conveyed at the Closing, except that the disbursement of Closing funds at the final Closing (i.e., the Closing at which the last City Transfer Property is conveyed to the Tollway) will be adjusted so that all, but not more than all, of the Compensation has been disbursed to the City. Closing funds will be disbursed to the City proportionately for each Closing by multiplying the "Unit Value" as defined in this Subsection B by the total square feet of land included in the Fee Parcels or Permanent Easement Parcels being conveyed at the Closing. A Unit Value of \$11 per square foot will be applied to the Fee Parcels and Permanent Easement Parcels included in LUR #1 (described below) that have a total land area of 1,775,418 square feet and have been approved for release by the FAA. As depicted in Exhibit A, the remaining Fee Parcels and Permanent Easement Parcels (excluding LUR #1) have a total land area of 7,059,508 square feet and a Unit Value of \$12.50 per square foot will be applied to the total square feet of land included in these remaining parcels to be conveyed at the Closing(s) (excluding parcels within LUR#1).

The Tollway will submit information required to support the LUR to the City for review and submittal to the FAA. Upon receipt of the LUR documentation, the City agrees to provide initial comments within two (2) weeks to the Tollway, and the Tollway agrees to address said comments and reply within two (2) weeks to the City. Unless the Parties otherwise agree in writing after the Addendum Effective Date, the City shall promptly submit completed LUR requests (completeness as determined by the City after consultation with the FAA) to the FAA and associated Closings must occur as follows:

- 1) Closing on City Transfer Property Parcels P16, P17, P18, P19, P20 and TE-P20 will occur as soon as possible because the FAA has approved those parcels. The associated LUR shall be designated as "LUR #1" as depicted on Exhibit A1.
- 2) Closing on City Transfer Property Parcels P8, P9, P10, P11, TE-P11, P12, P13, P14, P15, PY1, PY2, 2B, 14, 15, 15B, 15C, 16, 17, 18, P7A, TE-P7A, TE-P8, TE-P8a, TE-2020-1, TE-2020-2, TE-2018-1, TE-2018-2, TE-2018-3, TE-2018-4, and TE-2018-6 within 30 days after FAA Approval of those parcels. The associated LUR shall be designated as "LUR #2" as depicted on Exhibit A2.

- 3) Closing on City Transfer Property Parcels P1, P2, P3, P4, P5, TE-P5, P6, P7B, TE-P7B, 11,12, 2021-4, 2021-5A, 2021-5B, 2021-6A, 2021-6B, 2021-7, and 2021-8A and 2021-8B, and NW-7B-13-001 within 30 days after FAA Approval of those parcels. The associated LUR shall be designated as "LUR #3" as depicted on Exhibit A3.
- 4) Closing on City Transfer Property Parcels 10C, 13, 2021-1, 2021-2, 2021-3 within 30 days after FAA Approval of those parcels. The associated LUR shall be designated as "LUR #4" as depicted on Exhibit A4.

## **Section 6. PROPERTY CONVEYANCES**

G. Tollway Property Conveyance (Added). The Tollway will convey necessary interests within the Tollway NAVAID Property to the City by Permanent Easement and any

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necessary Temporary Construction Easement in accordance with compensation identified in Section 4.B(6). The City shall perform the survey work and prepare the required conveyance documents for review and approval by the Tollway.

## **Section 7. CONDITIONS PRECEDENT TO CLOSING**

A. FAA Approval (Replaced). The City will make diligent efforts to secure all FAA Approvals required as a condition precedent to a Closing, and the Tollway will make diligent efforts to cooperate with the City's efforts to secure all such FAA Approvals. The following standards and process apply:

- 1) As the need to convey particular parcels of City Transfer Property arises, the City will promptly request FAA Approval required for the conveyance of rights in the parcels of City Transfer Property to be conveyed. Each request shall include all documents and information necessary, or requested by the FAA, for FAA Approval. Promptly after receipt of any written decision by FAA, the City will deliver a copy of the decision to the Tollway.
- 2) If the FAA initially withholds or denies the City's request for FAA Approval as to a parcel of City Transfer Property, the City, with the Tollway's assistance if necessary, will take all reasonable actions, including .without limitation submitting revised parcel maps or plans, to secure FAA Approval of that parcel as soon as possible.
- 3) The Parties will keep each other fully apprised of communications with the FAA and assist one another in requesting decisions from FAA.
- 4) (Deleted.)

D. EIS Re-Evaluation (Added). The Parties understand that, prior to the City's submittal of an LUR request to the FAA, the FHWA and FAA, as applicable, shall have approved an EIS Re-Evaluation for the EOWA project, or portion thereof, involving the City Transfer Property parcels associated with the LUR request.

## **Section 8. CLOSINGS**

No changes.

## **Section 9. CLOSINGS ON SUBSEQUENTLY IDENTIFIED PROPERTY**

No changes.

## **Section 10. CONDITION OF CITY TRANSFER PROPERTY; ENVIRONMENTAL REMEDIATION**

No changes.

## Section 11. RIGHTS OF ENTRY

No changes.

## Section 12. AOA PERIMETER FENCE AND ROAD RELOCATION; HOOK RAMP

C. York Road Flyover (Replaced). The Tollway will build the York Road Flyover at its expense as part of the EOWA Project. The York Road Flyover will provide egress access from

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the Airport ("3-out") as depicted on Exhibit H. The City has determined that the location of the York Road Flyover is compatible with the Airport. The location of roads connecting to the York Road Flyover east of the City Transfer Property will be determined by the City in coordination with and cooperation from the Tollway.

D. Illinois 390 Ingress (Added). The Tollway will build a ramp that will provide ingress access from Illinois Route 390 to the Airport ("3-in") at its expense as part of the EOWA Project as depicted on Exhibit H. The City has determined that the location of the ramp is compatible with the Airport. The location of roads connecting to the ramp east of the City Transfer Property will be determined by the City in coordination with and cooperation from the Tollway.

E. Additional AOA Fence and Road Relocation WLRA and Runway 10R-28L (Added). The WLRA Soil Project and construction of the Revised I-490 South Leg require modification to the existing AOA Fence and Airport Perimeter Road at the WLRA and at Runway 10R/28L, as depicted on Exhibits H and N, respectively. The Tollway will be responsible for the design and construction of the modification to existing AOA Fence and Airport Perimeter Road in relation to the WLRA Soil Project (Section 15.H) and the Revised I-490 South Leg (Section 22), where the relocation is required for the work being performed by the Tollway and as limited to the areas identified on Exhibits H and N. The timing and process of the proposed relocations are described as follows:

- (1) Contracts and construction. The Tollway will prepare bidding and construction contract documents for the AOA Fence and Airport Perimeter Road relocation, which must comply with the design requirements of the City. The City will promptly review the documents and either provide written comments or approval. The Tollway thereafter will promptly bid the work, determine the lowest responsive and responsible Contractor in the best interests of the Tollway, award the contract, and supervise and manage the AOA Fence and Airport Perimeter Road relocation.
- (2) Cost. Costs for the AOA Fence and Airport Perimeter Road relocation will be borne by the Tollway. If the City and the Tollway agree that the City will undertake any portions of the AOA Fence and Airport Perimeter Road relocation, the Tollway will reimburse the City for the cost of the portions of such work the City performs.

## Section 13. AIRPORT FACILITY RELOCATIONS

B. Airport Facilities, Utilities and Third-Party Installations (Added). Such work shall be performed in accordance with the General Utility Agreement executed between the Parties on October 9, 2020.

C. K-9 Training Facility (Added). On December 4, 2018, the City, the Chicago Police Department and the Tollway executed a Letter of Understanding, included as Exhibit K, that defines their respective responsibilities for the relocated K-9 Training Facility. The provisions of the December 4, 2018 LOU are hereby incorporated into the Agreement, and upon entering into this Addendum, the Commissioner of the Chicago Department of Aviation ("CDA Commissioner") is authorized to execute the required agreements described below.

- 1) A memorandum of understanding concerning details agreed upon by the Chicago Department of Aviation and the Chicago Police Department relative to ownership, occupation, operations and maintenance responsibilities concerning the relocated K-9 Training Facility;

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- 2) Any documentation deemed appropriate by the City to document the changing conditions in proximity to the existing pipeline facilities of the Northwest Suburban Municipal Joint Action Agency ("NSMJAWA") as a result of the relocated K-9 Training Facility. The NSMJAWA 90" watermain is located on the K-9 Training Facility site on City property, as depicted on Exhibit K1.

#### **Section 14. PLAN COORDINATION, REVISIONS.**

A. Plans and Specifications (Replaced). The Tollway has been, and is, in the process of preparing plans and specifications for the EOWA Project, inclusive of the Revised I-490 South Leg. The Tollway will continue to submit to the City the plans and specifications regarding elements of the EOWA Project that affect the Airport. The City will cooperate with the Tollway in development of the plans and specifications and will respond promptly to questions and requests of the Tollway related to the plans and specifications. The City will review plans and specifications that impact Airport facilities or property, including the construction schedule included therein, and provide written comments and objections or a written statement indicating that the City has no comments within 30 days of receipt. The City and Tollway shall work cooperatively to address and resolve comments and objections. Except as set forth herein, if the Tollway does not receive comments or objections from the City or receive a request for an extension of time (which shall be reasonably considered) within the 30-day time period, the City's lack of response shall mean the City has no further comments or objections to the plans and specifications. Neither the City's provision of comments nor its failure to provide comments shall be viewed as sanctioning or otherwise approving matters within the jurisdiction of the FAA, which include without limitation, impacts on airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating, other utility or capability of any runway (specifically including the operations and capabilities of Runway 10R/28L and future Runway 9C/27C and the extension of 9R/27L) or other local, federal or state authority.

The Tollway will implement the design and construction of I-490 as part of multiple contracts in accordance with the schedule in Exhibit L.

The City will cooperate with the Tollway to coordinate with and notify all relevant Airport Stakeholders of the Tollway's proposed work and the associated construction schedule sufficiently in advance of the commencement of work. The Tollway will provide information for, or participate in, such coordination at the request of the City and as necessary.

B. Touhy Avenue Improvements (Added). After construction of the Touhy Avenue Improvements is complete, the City agrees to assume responsibility for administration, control, reconstruction and maintenance of the portions of the Touhy Avenue Improvements located exclusively within the City of Chicago limits as depicted on Exhibit M, which include the relocated and realigned segment of Mount Prospect Road, street lighting along Mount Prospect Road south of Touhy Avenue, sidewalks along Old Higgins Road within the City of Chicago limits, and the shared use-path along the north side of Touhy Avenue within the City of Chicago limits. In addition, the City agrees to assume responsibility for the new storm sewers along Mount Prospect Road located within the City of Chicago limits, storm sewers at Guard Post #1, sanitary sewer and its appurtenances and drainage grates located within the City of Chicago limits, and Airport signage included as part of the Touhy Avenue Improvements. Upon entering into this Addendum, the CDA Commissioner is authorized to execute the below-described agreements, which are required for the Touhy Avenue Improvements:

- 1) Letter of Understandings between the City and IDOT and between the City and the Cook County

maintenance responsibilities described in the paragraph above. The City's failure to execute LOUs will not relieve the City of the responsibilities described in this paragraph.

- 2) An addendum to the existing easement agreement between the City and the City of Des Plaines to document the City of Des Plaines' relocated watermain and sanitary sewer on City property, as depicted on Exhibit M1.
- 3) Pipeline Easement Agreements between the City and petrochemical companies, including BP Pipelines (North America), Inc., Shell Pipeline Company LP, and West Shore Pipeline Company, including any affiliate thereof, to document the modification of facilities on City property, as generally depicted on Exhibit M2.

F. Anticipated Schedule (Added). The anticipated EOWA Project schedule is depicted on Exhibit L. The Parties agree to cooperate and diligently take necessary actions including, but not limited to, those specified in the Agreement and in this Addendum, as time is of the essence relative to the Tollway's construction of the EOWA Project.

## Section 15. MANAGEMENT OF STOCKPILED SOIL

A. Stockpiled Soil Amounts (Added). Further, the City has identified additional Stockpiled Soil, generally located within the WLRA ("WLRA Soil"), which is required to be removed in conjunction with plans for future development by the City within the same area.

E. Stockpiled Soil Retained by the City (Replaced). The City will retain on City-owned property not more than the total volume of Stockpiled Soil beyond that which can be accommodated within stockpile parcel locations 16 and 17, as shown on Exhibit A, and the area immediately adjacent to and south of stockpile parcel location 16 (shown on Exhibit A). The Tollway may design plans and specifications to maximize the volume of Stockpiled Soil to be retained in the aforesaid locations, and the City will reasonably cooperate with the Tollway to implement such design plans, including issuance of permits and related effort, provided that all design plans and specifications and the location of Stockpiled Soil in the aforementioned locations on City-owned property will be undertaken and maintained in accordance with laws and regulations, including without limitation FAA regulations. Except as otherwise specifically provided in the Agreement or this Addendum, all sorting, relocation, placement, grading and disposal, including without limitation disposal of Hazardous Material, of Stockpiled Soil in the above locations as shown on Exhibit A, which may be used for the EOWA Project or the Touhy Avenue Improvements, including WLRA Soil, will be at the Tollway's sole expense.

H. WLRA Soil (Added). In support of the proposed development within the WLRA, the City has prepared a preliminary concept pertaining to the reconfiguration of the site terrain in the WLRA areas generally depicted on Exhibit H1, including details regarding the use and/or disposition of existing WLRA Soil materials to be impacted, sorted, disposed of and/or relocated to meet the City's long-term developments. The concept details envision the use and/or disposition of these materials, depending on their general classification and quality, for the formation of embankments and/or structural use. To assist coordination with the Tollway concerning elements of the EOWA Project in and proximate to the WLRA, the City has prepared a series of conceptual design documents defining the goals and requirements for the material management, including performance criteria to be used in the execution of the WLRA Soil Project (collectively, "Concept Grading Plan"), which are discussed below and depicted in concept in Exhibit H1.

The Parties agree that the execution of the WLRA Soil Project is compatible with and

required for the City to proceed with future development at the WLRA. The City is solely responsible for work

subsequent to the Tollway's completion of the WLRA Soil Project, including but not limited to, a circulation road (depicted on Exhibit H), parking facilities and other necessary improvements.

As part of the WLRA Soil Project, the Tollway will dispose of, sort and relocate WLRA Soil in accordance with the Concept Grading Plan. For WLRA Soil and materials to be disposed of, the Tollway must identify off-Airport disposal sites and shall bear the cost of sorting, relocating, placing, grading and disposal, including without limitation disposal of Hazardous Material. The City will issue all City permits, temporary construction easements or other approvals, at no expense to the Tollway, which may be necessary for the Tollway to undertake sorting and relocation of WLRA Soil in accordance with the Concept Grading Plan.

1. Representations & Assumptions. The City has provided a preliminary concept as Exhibit H1, which guides the overall assumptions for the WLRA Soil Project, which includes:
  - a. Performance Criteria. The execution of the WLRA Soil Project (design and construction) will adhere to the overall goal of using on site materials, to the greatest extent possible, to build the City-designated lines and grades that will support the City's proposed future development of the WLRA. Sound engineering practice will be applied to determine the suitability and use of on site materials to ensure long-lasting and competent earthen foundations for the planned future improvements.
    - i. For general purposes, the materials expected to be found on site may be categorized within one of the following groups:
      1. Unsuitable Material shall be any material determined to contain vegetable or organic matter, such as muck, peat, organic silt, topsoil or sod and will be considered not allowable to use in formation of embankments within the zone of structural influence ("Zone B"), which shall be defined as the 1:2 slope extending from the top outside edge of constructed embankment depicted on Exhibit H2. Such material, if capable of supporting vegetation, may be used in the top layers of embankment slopes.
      2. Suitable Material shall be any uniform material which, based on its geotechnical characteristics, is deemed structurally fit to be used for construction of subgrade and embankment areas for roadways or building footprints, as represented on Exhibit H2.
      3. Restricted Material shall be any material other than Unsuitable Material and other than Suitable Material. Restricted Material may be used only in the construction of embankments in areas outside of the roadways or building footprints (see Exhibit H1) and in Zone B as depicted in Exhibit H2.
      4. Refuse Material shall be any non-hazardous solid waste. This material is not permitted in the formation of embankments of any kind. This material must be collected and transported to a processing or solid waste disposal site.
      5. Clean Construction or Demolition Debris ("CCDD"). As defined in 415 ILCS 5/3.160(b), as amended, CCDD shall include

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uncontaminated broken concrete without protruding metal bars, bricks, rock, stone or reclaimed asphalt pavement generated from construction or demolition activities. The use of this material must be selective, used at appropriate depths, and processed so as to ensure firm and stable embankments.

- ii. To the extent practical and based on the technical properties of the materials, implementation of the WLRA Soil Project will prioritize the use of materials within the following framework.

1. For areas slated for buildings, roads and other surface improvements, the immediately underlying soils, as well as soils within the area of structural influence, must be capable of sustaining the proposed loads without experiencing unexpected or excessive settlement. The formation of embankments must be engineered to provide adequate and stable support and must be composed of Suitable Materials.
  2. For areas not slated for buildings, roads and other surface improvements, Zone B embankments may be constructed with materials of lesser structural qualities, including Restricted Materials, CCDD or Unsuitable Material as provided above. These embankments must be restored and finished with a layer of topsoil capable of sustaining vegetation so as to prevent erosion. The use of these materials is permitted with the understanding that embankments must be engineered to be stable and maintain their lines and grades over time.
  3. At the completion of the WLRA Soil Project, all areas must be restored in compliance with applicable regulatory requirements.
- iii. The Tollway must perform any and all site explorations necessary to determine the character and quantities of the Stockpiled Soil, as described in Section H.I.a.ii, and must develop an earthwork management strategy for the use, processing, movement and disposal of Stockpiled Soil and materials on the WLRA site. This earthwork management strategy shall be one of the deliverables included in the early design milestones for the execution of the WLRA Soil Project and is subject to the City's review and approval, which shall not be unreasonably withheld.

Disposal. Characteristics of soil material requiring disposal are generally classified as Refuse Material, as described above. For purposes of the development of the Concept Grading Plan, it shall be assumed that Refuse Material represents 25%, by volume, of the WLRA Soil. If higher, the Parties will work together to revise the WLRA Soil Project, and the City shall develop two engineered alternatives that reduce the quantity of Refuse Material, as maximally as possible, that must be disposed of by the Tollway. The Tollway will review the engineered alternatives provided and determine, in its reasonable discretion, which alternative to proceed with as the basis for completing the WLRA Soil Project, and the City shall adjust the Concept Grading Plan, as necessary, to conform same to the Tollway's determination.

Limitations on Undercuts. Subject to the foregoing, in performing the WLRA Soil

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Project, the Tollway will construct to elevations given in the Concept Grading Plan. To the extent that Unsuitable Material is encountered below the excavation elevation limits established by the Concept Grading Plan, the Tollway will explore options to stabilize the in-situ soils to achieve the required embankments and cuts.

- d. Restriction on Import of Soil. To the extent that existing materials located within the WLRA are insufficient to construct, embankments to the lines and grades shown on the Concept Grading Plan, the City and Tollway will revise the Concept Grading Plan, maximizing elevations to the greatest extent possible using on site materials that meet the Performance Criteria. The Tollway shall not be required to acquire soil or other materials to complete the WLRA Soil Project. However, to the extent necessary to complete the WLRA Soil Project in accordance with the revised the Concept Grading Plan, the Tollway will import soil or other materials from other Airport property.
2. Engineering. The Tollway will be responsible for procuring/engaging engineering services to prepare design and construction documents for the WLRA Soil Project, which will provide for handling and disposition of WLRA Soil in accordance with this Addendum except that the City shall be obligated to sign any hazardous waste manifests required for the disposal of any WLRA Soils that are Hazardous Material. The Tollway will engage the City in the development of the design and construction documents and will request the City's review at set design milestones, including, but not limited to, 30%, 60%, 90% and Issue



for Bid. The City may request reasonable changes to the design and construction documents pertaining to the handling and disposition of WLRA Soil. The Tollway will take reasonable steps to accommodate the City's requests. If the City provides comments to the Tollway, the Tollway will revise the design and construction plans, as the Tollway determines necessary or appropriate, and submit revised plans, if any, to the City for further review. After receiving any revised plans, if the City has further comments, the City and the Tollway will promptly meet to discuss and resolve all matters related to the revised plans to the best of their ability. The Tollway will be responsible for documenting and reconciling, to the extent deemed necessary or appropriate, all comments received from the City.

3. Utilities. The Parties agree that the WLRA Soil Project will avoid disturbance or impact to Airport utilities, including those previously relocated as part of the Central De-Icing Facility Improvements. Should conflicts be identified that cannot be changed due to the City's Concept Grading Plan and intent, the Parties agree to work together to revise the WLRA Soil Project to avoid the need to relocate the utilities. In the event relocation cannot be avoided, the City agrees to be responsible for the costs of the associated relocation or modification.
4. NEPA Documentation. The City will perform all required environmental studies and develop any of the NEPA documentation that may be necessary to support its long-term development vision for the WLRA. The City will coordinate directly with the FAA to ensure all environmental approvals are in place prior to the Tollway undertaking construction.
5. Stormwater. As part of the WLRA Soil Project, the Tollway will design and construct two detention basins in accordance with the Concept Grading Plan, as depicted on Exhibit H. The City will prepare, facilitate and obtain any stormwater permits required for the WLRA Soil Project from the IEPA, IDNR, USACE, DuPage County and other resource agencies. The Tollway will provide reasonable support relating to development of exhibits and plans to support development of permitting materials.

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6. Phased Implementation: The Tollway intends to perform the WLRA Soil Project construction in two or more phases tied to the progress of the 1-490 corridor. The first phase of the WLRA Soil project is contemplated to include construction of approximately half of the work shown on the Concept Grading Plan. The Tollway will advertise for the first phase of the WLRA Soil Project after the City and Tollway close on the City Transfer Property parcels associated with Land Use Release #2 and #3 and the City authorizes the Tollway to start work relative to Runway 10L/28R and Runway 10C/28C ALSF-2 systems. The second phase of the WLRA Soil Project will commence no earlier than 2025 and will be dependent on the establishment of a defined timeline for the development of future public access to the Airport.
7. Land Rights. Prior to the commencement of any construction, the City must grant the Tollway any and all necessary land rights for the WLRA Soil Project at no cost to the Tollway. Said land rights must include, but shall not be limited to, necessary land sites, associated access roads and/or utility routes required to implement the WLRA Soil project.
8. Environmental. Except as set forth below, the Tollway is responsible for remediating Hazardous Material consistent with the Concept Grading Plan. Any potential remediation is dependent on contamination type and will be limited to the level required by applicable federal and state regulations.
  - a. While the Tollway is responsible for the costs of constructing the WLRA Soil Project, the City shall be deemed the generator of WLRA Soil that is Hazardous Material or solid waste and Refuse Material that requires disposal off site. If a signature as "generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, the Tollway or its agent shall be authorized to sign such documents as generator on behalf of the City.
  - b. The City shall identify any known existing releases or records of Hazardous Material limited to/as defined by the level required by applicable federal and state regulations and provide such

information to the Tollway during the design of the WLRA Soil Project.

- c. In connection with development projects at the WLRA after the Tollway completes the WLRA Soil Project, the City shall be responsible for remediating Hazardous Material found on the WLRA site below the elevations required to construct the WLRA Soil Project or groundwater that infiltrates the elevations required to construct the WLRA Soil Project, and not otherwise related to the Tollway's activities.
- d. The City also agrees to save, defend and hold the Tollway harmless for and against any and all costs (including reasonable attorneys' fees), liabilities and or claims by third parties that arise out of hazardous materials or contamination found on the WLRA site in the future that are not directly attributable to the WLRA Soil Project or the EOWA Project.

## **Section 16. PERFORMANCE OF TOLLWAY WORK**

E. Non-Disturbance of Airport Operations (Replaced). With specific exception to former Runway 14R/32L and the Runway 9L/27R, 10L/28R, 10C/28C and 10R/28L Temporary Construction Impacts, the Tollway will perform its work on the EOWA Project, the Lee Street Improvements and the Touhy Avenue Improvements in a manner that will not cause Permanent Impacts. The Parties acknowledge that construction of the EOWA Project potentially will result in Temporary Construction Impacts, including for work associated with the modification of the ALSF-

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2 systems for Runway 9L/27R, Runway 10C/28C and Runway 10L/28R, as described in Section 23.A. The Parties also acknowledge that the implementation of Revised I-490 South Leg and associated ALSF-2 modification for Runway 10R/28L potentially will result in Temporary Runway 10R/28L Impact as described in Section 22.D.

## **Section 17. HAZARDOUS MATERIAL**

No changes. Section 18.

## **INSURANCE**

No changes.

## **Section 19. EOWA PROJECT AND FUTURE TOLLWAY OPERATIONS**

No changes.

## **Section 20. TOLLWAY AUDIT OF CITY COSTS**

A. Reimbursement (Added). As necessary for implementation of the EOWA Project and to ensure timeliness of its implementation, the Tollway agrees to reimburse the City for certain associated costs that are incurred by the City. The Tollway has paid the City per Section 15.C(2) of the Agreement. As of the Addendum Effective Date, the Tollway has paid the City for certain scopes of earthwork (Section 15 of Agreement), AOA Perimeter Fence and Road Relocation (Section 12 of Agreement) and initial City-appointed liaison costs (Section 15.G. of Agreement). Additional costs to be incurred by the City and reimbursed by the Tollway as part of ongoing or future work include utility relocations (Section 13.B. of Agreement), Runway 9R and 9C ALSF-2 work necessary to accommodate future EOWA Project construction on City Transfer Property (Section 13.A. of Agreement), additional City-appointed liaison costs (Section 15.G. of Agreement), and other professional services and/or consultants the Parties deem necessary to support the EOWA Project and WLRA Soil Project. Since execution of the Agreement, no specific work subject to reimbursement has been identified. Additional Tollway funds of \$5,000,000 are authorized to be paid to the City pursuant to and in accordance with this Section. The City agrees to report quarterly, or on other reasonable intervals as agreed to by the Parties, regarding the status of amounts spent and/or committed and will notify the Tollway when the total amount spent and/or committed reaches \$4,000,000, at which time the Parties agree to evaluate the need for

additional funding, if any, for continuing reimbursement of such costs in accordance with this Section. Any proposed expenditures within the \$5,000,000 limit set forth above will be authorized on an as needed basis by the Designated Representatives and reimbursed based on actual costs (described in Section 26.A).

For future requests by the City that the Tollway perform supplemental work for the City's benefit, which work is not otherwise planned by the Tollway as part of the EOWA Project, the WLRA Soil Project, or other matters contemplated as of the Addendum Effective Date, the Tollway agrees to add said supplemental work to Tollway construction contract(s), if possible and provided that said work will not unreasonably delay the EOWA Project, as solely determined by the Tollway. The City shall be responsible for the costs of any such supplemental work, and the Parties agree that such costs may be deducted from costs of Tollway reimbursable work as described above. All costs shall be based upon actual final costs.

## Section 21. ADDITIONAL PROVISIONS

### I. Exhibits.

1. (Added) Exhibit A from the Agreement is hereby replaced by Exhibits A, A1, A2, A3 and A4,

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which are incorporated into this Addendum. Attached Exhibits G, H, H1, H2, I, J, K, K1, L, M, M1, M2, N, N1, O and Pare incorporated into this Addendum. Exhibits B, C, D, E and F to the Agreement are unchanged.

The exhibits include:

Exhibit A: City Transfer Property

Exhibit A1: Land Use Release #1

Exhibit A2: Land Use Release #2

Exhibit A3: Land Use Release #3

Exhibit A4: Land Use Release #4

Exhibit G: Revised I-490 South Leg Location Map

Exhibit H: Western Access Interchange

Exhibit H1: WLRA Soil Project - Preliminary Concept

Exhibit H2: Zone B Embankment

Exhibit I: City and Tollway Maintenance and Jurisdiction Responsibilities along I-490 Exhibit J:

Access Land Rights to South ASR-9 and Utility Connections Exhibit K: K-9 Training Facility

Letter of Understanding Exhibit K1: NSMJAWA at Relocated K-9 Training Facility

Exhibit L: EOWA Project Schedule Map Touhy Avenue Improvements  
Exhibit M: Jurisdiction

Exhibit M1: Touhy Avenue Improvements: City of Des Plaines Utilities on City Property

Exhibit M2: Easements between City and Petrochemical Companies at O'Hare International Airport

Exhibit N: Revised I-490 South Leg Design Variant

Exhibit N1: Alternate Design Variant (Covered)

Exhibit O: I-490 Project Overview Workplan

Exhibit P: Form of CDA Reciprocal Access Easement Agreement

J. Survival of Provisions (Added). The following Sections and Subsections of this Addendum will survive the termination or expiration of this Addendum and remain binding: 16E and 20 as it relates to records created prior to termination or expiration.

## **Section 22. Revised I-490 South Leg (Added)**

A. Location to Airport. The Revised I-490 South Leg proposed by the Tollway as part of the EOWA Project is adjacent to Runway 10R/28L and associated operational features including, without limitation, the Runway Safety Area ("RSA"); the Runway Object-Free Area ("ROFA"); the Runway Protection Zone ("RPZ"); the Instrument Landing System (i.e., ILS), comprised of the Glideslope and Localizer Antennae Arrays and associated critical areas; and the ALSF-2 system as depicted on Exhibit N. The Parties understand and acknowledge that the

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current capability, location and operational circumstance of Runway 10R/28L, as of the date of this Addendum, including without limitation all operational features and systems serving runway operations, shall be considered as a baseline condition from which any change in capability, location or operational circumstance, including without limitation any Permanent Impact, will be determined.

B. Conditions. The Tollway agrees to advance the Revised I-490 South Leg as follows:

- 1) The Tollway will configure and construct the Revised I-490 South Leg so as to limit Temporary Construction Impacts to minimum durations as further indicated in Section 22.D and will not cause Permanent Impacts on Runway 10R/28L operations.
- 2) The Tollway agrees to perform necessary airfield aviation analyses and technical studies in conjunction with the Revised I-490 South Leg design to determine any change in capability, location or operational circumstance, including without limitation any Permanent Impact of the proposed roadway improvements on Airport operations, including any such reasonable analyses or studies as may be recommended by the City or required by the FAA. The aviation analyses and technical studies will include, but will not be limited to, Runway 10R/28L feasibility studies and ILS system modeling described further in Section 22.C(1).
- 3) The Tollway will sequence construction of the Revised I-490 South Leg in phases such that the Category I, Category II and Category III ("CAT I/I I/I IT) classification of Runway 10R/28L operations is restored at the end of the Revised I-490 South Leg construction.
- 4) The Tollway and City have developed the attached I-490 Project Overview Workplan ("Workplan") depicted on Exhibit O for the purpose of managing design, construction, scheduling and other activities for the implementation of the EOWA Project. The City shall collaborate and reasonably respond to the Tollway's requests for review and/or approval of Workplan activities, including but not limited to, construction schedule and milestones or other activities that require City input, within 21 days of a request, unless otherwise agreed to between the Designated Individuals described in Section 26.A. Neither the City's provision of comments nor its failure to provide comments in relation to the Workplan shall be viewed as sanctioning or otherwise approving matters within the jurisdiction of the FAA, which include without limitation, impacts on airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating, or other utility or capability of any runway.

C. Design. The Tollway will implement the design and construction of the Revised

I-490 South Leg through several construction contracts as depicted on Exhibit L. The Tollway will perform aviation analyses and technical studies as part of its design, including Runway 10R/28L 7460 studies and ILS system modeling. The design considerations are further described as follows:

- (1) Design Variants. The Tollway has proposed to design and construct the Revised I-490 South Leg as an open roadway corridor ("Revised I-490 South Leg Design Variant") as detailed in the Tollway's South I-490 Master Plan (December 2019) and depicted in Exhibit N. For purposes of comparing and evaluating the effect on

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Runway 10R/28L ILS performance, and as requested by the City, the Tollway also will develop an adjusted Revised I-490 South Leg Design Variant that includes covering the I-490/Illinois Route 19 roadway corridor or portions thereof ("Alternate Design Variant") as depicted in Exhibit N1.

Aviation Analyses. Airspace feasibility studies will be submitted to the FAA through the industry standard Obstruction Evaluation/Airport Airspace Analysis ("OE/AAA") process including FAA 7460-1 Notice of Proposed Construction. The ILS system mathematical modeling will be performed to predict the effects on ILS (the glideslope and localizer antennae) signal performance and will be subject to review by the FAA. The Tollway will ensure ILS analysis will be conducted using industry standard software and available models, including Ohio University Glide Slope ("OUGS") software used to evaluate terrain and Ohio University NAVAID Performance Prediction Model ("OUNPPM") software used to evaluate reflections from objects. The Parties understand and acknowledge that the results of the foregoing modeling may be used in evaluating predictive analysis of performance of navigational aid equipment and that the results are empirical and may differ from actual conditions, which may be confirmed only by field tests and/or flight checks.

Determination of South I-490 Design Variant for Implementation. The Tollway will complete aviation analyses and technical studies for both the Revised I-490 South Leg Design Variant and the Alternate Design Variant in accordance with industry standards. Through preliminary design, variants will be evaluated based on a variety of criteria, including but not limited to: Runway 10R operational impacts during construction, and on ILS signal tolerance, relative to the ability to maintain CAT I/II/III operations as determined under FAA requirements after completion of EOWA Project construction; adherence to applicable roadway design criteria and governing policies, construction duration, construction cost as well as traffic operations during and after construction. Results and recommendations are subject to further review and endorsement by the FAA, FHWA and IDOT. The Parties understand and acknowledge that the FAA Technical Operations service unit is tasked with ensuring safety and efficiency in the National Airspace System ("NAS") by effectively managing air navigation services and infrastructure, including oversight of the following activities and services:

- efficient flight services to customers through responsive and cost-effective maintenance of NAS facilities, systems and equipment;
- safe, cost-effective, and efficient communications; frequency spectrum engineering; and navigational services for NAS;
- standard development, evaluation and certification of NAS procedures and equipment for customers worldwide; and
- infrastructure management including policy, programming, requirements, engineering, integration and implementation support, service life extension, and maintenance support.

Based on the aviation analyses, and subject to review by the FAA, the Parties understand and acknowledge that the Tollway's determination of the South I-490 Design Variant for implementation shall be predicated upon the following:

- Should the aviation analyses and technical studies for the Revised

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1-490 South Leg Design Variant predict no Permanent Impact to Runway 10R/28L capability, location and operational circumstance, the Tollway will implement the Revised I-490 South Leg Design Variant, except as set forth below.

- Should analyses and technical studies for the Alternate Design Variant similarly predict no Permanent Impact to Runway 10R/28L capability, location and operational circumstance the Tollway, in its sole discretion, may implement either the Revised I-490 South Leg Design Variant or the Alternate Design Variant.
- Should the analyses and technical studies for the Revised I-490 South Leg Design Variant predict a Permanent Impact to Runway 10R/28L capability, location and operational circumstance, the Tollway will implement the Alternate Design Variant if the Alternate Design Variant produces acceptable evaluation results including prediction of no Permanent Impact to Runway 10R/28L capability, location and operational circumstance.

Should the analyses and technical studies for the Revised I-490 South Leg Design Variant and the Alternate Design Variant both predict a Permanent Impact to Runway 10R/28L capability, location and operational circumstance, the Tollway will work to develop a second alternate for the Revised I-490 South Leg that will mitigate any Permanent Impact to Runway 10R/28L capability, location and operational circumstance. In such event, development of any revised and/or second alternate plan for the Revised I-490 South Leg (other than the Revised I-490 South Leg Design Variant or the Alternate Design Variant) shall consider necessary NEPA actions required, if any, as well as aviation analyses as aforesaid, to ensure said design variant produces acceptable evaluation results including prediction for no Permanent Impact to Runway 10R/28L capability, location and operational circumstance, prior to Tollway implementing said design variant.

While the City will reasonably cooperate with the Tollway with respect to the Tollway's performance of the foregoing analyses and studies, neither the City's participation or provision of comments, nor its failure to provide comments shall be viewed as sanctioning or otherwise approving matters within the jurisdiction of the FAA, which include without limitation, impacts on airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating, or other utility or capability of any runway.

Plan Review. The Tollway will perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications as described in Section 14.A. Aviation technical studies will be completed at each stage of preparation as outlined below. The Tollway shall submit the plans and specifications to the City for review and comment at all stages of preparation.

The City will use reasonable efforts to complete its reviews within 30 days of receipt of each submittal. While the City will endeavor to provide comments on the Tollway's plans and specifications, inclusive of matters addressing reasonably

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foreseeable Airport operational impacts, whether temporary or permanent, neither the City's provision of comments nor its failure to provide comments shall be viewed as sanctioning or otherwise approving matters within the jurisdiction of the FAA, which include without limitation, impacts on airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating, or other utility or capability of any runway.

- 5) FAA Determination / ALP Review. The Parties understand that the City's consent to the Tollway's process for determining advancement of any design variant or construction process-related element does not and cannot supplant the jurisdiction of the FAA and/or determinations of the FAA on matters within the FAA's jurisdiction.
- 6) Flight Check Data. With respect to Runway 10R/28L's capability, location and operational circumstance, the Tollway agrees to evaluate available flight check data provided by the FAA, inclusive of all technical parameters including clearance below path. The Tollway will include the data as part of future analyses as a baseline condition from which any change in capability, location or operational circumstance, including without limitation any Permanent Impact will be determined.
- 7) Aviation Technical Working Group. The Tollway shall convene technical working group meetings involving the City and other technical experts or stakeholders throughout the design and construction implementation of the Revised I-490 South Leg. The Tollway will provide information on design development and associated technical analyses of the Revised I-490 South Leg and facilitate collaborative review of the subject matter. The Parties agree to promptly take necessary actions or complete work as required and discussed in such meetings.

D. South I-490 Design Plan Implementation. The Tollway will undertake the EOWA Project including, without limitation, construction on the South I-490 Design Variant selected for implementation, with diligent effort to avoid and/or minimize any Temporary Construction Impact, and specifically, to avoid and/or minimize any Temporary Runway 10R/28L Impact, where practicable. Notwithstanding the foregoing, the Parties acknowledge that the Tollway's plans for construction of the Revised I-490 South Leg may necessitate Temporary Runway 10R/28L Impact (including without limitation potential ILS and ALSF-2 system outages and/or runway closure(s)) to perform work within the existing AOA, affecting the navigable airspace of Runway 10R/28L, and/or modification of Runway 10R/28L's visual and electronic navigational aids.

- (1) Coordination. During construction implementation of the Revised South I-490 South Leg, the City and the Tollway shall continue to convene aviation technical working group meetings at appropriate intervals to review and coordinate construction activities to, in part, assess and address potential Temporary Construction Impact. The Tollway will provide information on its planned and/or preferred construction activity and facilitate collaborative review of the subject matter in relation to any perceived or potential review of impact on Airport and runway operations. The Parties will work collaboratively to identify reasonable solutions for planned construction activity to mitigate and/or minimize ILS outages, including runway closures. In the event the Parties acknowledge that construction cannot reasonably proceed without a reasonably foreseeable ILS outage and/or runway closure, the Parties agree to work with the FAA to confirm a process and procedure to mitigate impacts of such circumstance as well as identify appropriate

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procedures for returning the impacted ILS or runway operation back to service at pre-construction conditions. The Parties further agree to promptly take necessary actions or complete work as required and discussed in such meetings.

- 2) Field Verification and Flight Checks: During construction implementation of the Revised I-490 South Leg, the Tollway shall request that FAA perform flight checks at certain milestone intervals to identify any Permanent Impact to Runway 10R/28L, which intervals shall be reasonably determined by the Tollway and the City. In the event the FAA is unavailable or unwilling to complete such flight checks at the requested intervals, the Tollway shall employ such other efforts as may be necessary to complete flight checks at such intervals, to identify any Permanent Impact to Runway 10R/28L. If a Permanent Impact is detected or reasonably foreseen as a result of flight check data or other means, the Tollway immediately will take

corrective action(s) as necessary to mitigate and eliminate the Permanent Impact or foreseeable Permanent Impact, including without limitation, modifying design, removing material or equipment installed, or taking other measures as may be reasonably necessary to allow construction to proceed without perpetuating or exacerbating any Permanent Impact or foreseeable Permanent Impact. The Tollway will continue construction after confirming the absence of Permanent Impact or foreseeable Permanent Impact to Runway 10R/28L.

- 3) Stakeholder Notice. The City agrees to notify Airport Stakeholders, as promptly as possible, and to coordinate with Airport Stakeholders to accommodate the Temporary Runway 10R/28L Impacts as required to construct the EOWA Project. Temporary Runway 10R/28L Impacts are anticipated to occur in years 2024 through 2025 (in the event of implementation of the Alternate Design Variant, 2026 as well) or as otherwise agreed in writing. The Parties will work collaboratively to ensure construction resulting in Temporary Construction Impact, including without limitation any ILS and ALSF-2 outages or closure of Runway 10R/28L, is minimized.
- 4) Restoring Operating Conditions. Following completion of construction of the South I-490 Design Variant, failure to promptly restore Runway 10R/28L capability, location and operational circumstance will result in damages defined in Section 23.D.

F. Access. The Revised I-490 South Leg requires modification of South Cargo Road at its intersection with Illinois Route 19, as depicted on Exhibit N. The Tollway agrees to maintain access to South Cargo Road during construction or to coordinate any limited temporary closures with the City prior to implementation.

G. Restoration. Upon completing the EOWA Project, the Tollway shall, as its expense, undertake to restore Airport property temporarily impacted by the EOWA Project to the condition in which it existed prior to the EOWA Project.

### Section 23. Airport Operations (Added)

A. ALSF-2 Modifications. Construction of I-490 along the west side of the Airport requires Temporary Construction Impact to modify three ALSF-2 systems, specifically, Runways 10L/28R, 10C/28C and 9L/27R. The Parties agree that modifications will occur on only one runway per construction season (i.e., which generally is between May and November), unless the Parties agree otherwise in writing. Prior to commencing modification work, the Parties shall agree on a reasonable construction schedule for the modifications to each runway ALSF-2 system,

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including without limitation scheduling for any implicated night construction in an active Runway Safety Area or Taxiway Object Free Area. The Tollway's construction of I-490 and the City's request for the FAA's approval of modification of each runway ALSF-2 system shall proceed in a diligent manner consistent with the terms of this Addendum. Unless otherwise approved by the Parties, the Tollway will sequence EOWA Project construction affecting runway ALSF-2 systems as shown on Exhibit L and as follows or as otherwise agreed:

- 1) Runway 10L/28R ALSF-2 Temporary Construction Impact to occur in 2022;
- 2) Runway 10C/28C ALSF-2 Temporary Construction Impact to occur in 2023; and
- 3) Runway 9L/27R ALSF-2 Temporary Construction Impact to occur in 2025.

The Parties agree that Temporary Construction Impact to modify ALSF-2 systems will occur within a specified timeframe coordinated with and agreed to by the City, in advance, during design of contract(s) involving such work. While modification work is being performed, the ALSF-2 system will be fully removed from service. The Tollway will perform modification work in accordance with the 7460-determination issued by the FAA, which may include additional temporary ILS or airfield restrictions. Following the Temporary Construction Impact on the runways listed above, modification to Runway 10R's ALSF-2 system will occur as part of the construction



process defined in Section 22.D.

The City agrees to notify and coordinate with Airport Stakeholders, as required and determined by the City, to support the Tollway's construction schedule and allow the required ALSF-2 system modifications. The Tollway will provide information for, or participate in, such coordination at the request of the City and as necessary.

B. Noise Abatement and Mitigation. During construction of the EOWA Project, the Tollway agrees to comply with the City's nighttime noise abatement and mitigation policy (as it exists at the time of construction).

C. South ASR-9. The City agrees to enter into a separate "CDA Reciprocal Access Easement Agreement" with UPRR, in the form attached as Exhibit P, that will provide the City and its assigns access to the South ASR-9 facility across UPRR property and provide UPRR access to its facilities across City property, over the locations generally depicted on Exhibit J (denoted thereon as Permanent Easements "UPRR to City" and "City to UPRR"). The Tollway will facilitate execution of the CDA Reciprocal Access Easement Agreement between the City and the UPRR. This Addendum hereby authorizes the CDA Commissioner to execute said agreement.

The Tollway agrees to grant the City access to the South ASR-9 facility across the portion of the access road located on Tollway property. The Tollway also agrees to install new electrical and communication feeders from South ASR-9 to the south side of the airfield, as depicted on Exhibit J.

D. Liquidated Damages for Failure to Restore Runway Operations:

As part of the sequenced construction implementation of the I-490 Tollway, in the event any Temporary Construction Impact exceeds the agreed upon duration for construction, due to actions or inaction of the Tollway or a Tollway contractor, including without limitation the Temporary Construction Impact to Runways 9L/27R, 10C/28C and 10L/28R described in Section 23.A or the Temporary Runway 10R/28L Impact described in Section 22.D, and if the Tollway does not or cannot identify and undertake appropriate corrective action to restore runway operations within a reasonable period, the Tollway will be responsible for damages as defined below.

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Except with respect to active Runway Safety Areas and Taxiway Object Free Areas, in the event the Tollway fails to mitigate or discontinue any Temporary Construction Impact that exceeds the agreed upon duration for construction, including without limitation the Temporary Construction Impact to Runways 9L/27R, 10C/28C and 10L/28R described in Section 23A or the Temporary Runway 10R/28L Impact described in Section 22.D, the Tollway will be responsible for liquidated damages, which shall be assessed as follows:

MILESTONE	AMOUNT OF LIQUIDATED DAMAGES
Milestone 1 (TBD - based upon specific contract and construction activity)	\$10,000 per calendar day
Milestone 2 (TBD - based upon specific contract and construction activity)	\$15,000 per calendar day

The Parties agree that Milestone dates will be determined through Tollway and City coordination during Construction Document production for individual Contracts. The Parties further agree that pursuant to Tollway contract special provisions, Liquidated Damages will be assessed against Tollway contractors.

The last day counted will be the day on which the unacceptable Temporary Construction Impact or Temporary Runway 10R/28L Impact shall have abated and/or become mitigated with associated runway capabilities and operations restored and the FAA shall have approved such abatement and restoration of runway operations.

NOTE: Night construction in an active Runway Safety Area or Taxiway Object Free Area may be performed between the hours of 10:00 PM and 6:00 AM unless noted otherwise and approved by the CDA Commissioner. Notwithstanding the foregoing, failure to restore active Runway Safety Areas and Taxiway Object Free Areas to full operational capability by 6:00 AM will result in the assessment of Liquidated Damages as follows:

Runway Safety Areas

\$10,000.00 for the first 15 minutes (or increments of) beyond 6:00 AM. \$5,000.00 for every 15 minutes (or increments of) thereafter.

Taxiway Object Free Areas

\$5,000.00 for the first 15 minutes (or increments of) beyond 6:00 AM. \$2,500.00 for every 15 minutes (or increments of) thereafter.

Relative to active Runway Safety Areas and Taxiway Object Free Areas, the official time for which damages will accrue will be determined by the CDA Commissioner, who shall reasonably consider input from the Tollway.

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**Section 24. Maintenance (Added)**

A. City Construction. The City's construction of Runway 9C/27C and the future extended configuration of Runway 9R/27L require ALSF-2 systems to cross the 1-490 corridor. Said construction will include facilities that will be maintained by, and under the jurisdiction of, the Tollway, including, but not limited to, the following as depicted on Exhibit I:

- retaining wall along east side of 1-490 at the Runway 9C ALSF-2 cantilever structure located on City Transfer Property;
- Runway 9R ALSF-2 bridge structure over 1-490 located on City Transfer Property; and
- modified compensatory storage basin to accommodate for filling existing floodplain and floodway associated with City construction of Runway 9R ALSF-2 located on existing Tollway property west of York Road.

The City's construction is anticipated to require certain City facilities to be located on the City Transfer Property. Said facilities will be owned and maintained by the City, including but not limited to, the following as depicted on Exhibit I:

- Runway 9C ALSF-2 cantilever structures;
- ALSF-2 maintenance areas; and ALSF-2 utilities.

B. Tollway Construction. The Tollway's implementation of the EOWA Project includes facilities that will be maintained by, and under the jurisdiction of, the City, including, but not limited to, the following as depicted on Exhibit I:

- relocated K-9 Training Facility;

- security cameras at the extended Willow Creek culverts located on City Transfer Property;
- modified compensatory storage with bird netting;
- reconfigured South Cargo Road at Illinois Route 19;
- existing Airport features relocated as required for construction of the Revised I-490 South Leg (Airport Perimeter Road, AOA perimeter fence and existing airport retaining wall along Illinois Route 19);
- drainage facilities and access roads that accommodate City drainage (which will be constructed on City property);
- detention basins at WLRA;
- existing Airport features relocated as required for implementation of the WLRA Soil Project (portions of AOA Fence and Airport Perimeter Road); and
- utility duct banks and relocated services or new feeders for City utility connections (which will be located on City Transfer Property or City property).

In addition, the Tollway's construction is anticipated to require certain Tollway facilities that will accommodate Airport facilities to be located on City property or on the City Transfer Property. Said facilities will be owned and maintained by the Tollway, including but not limited to, the following as depicted on Exhibit I:

- 84" Storm sewer crossing north leg of I-490 at 9L-27R RPZ to the Guard Post #1 area;
- Runway 9L/27R, 10L/28R, 10C/28C and 10R ALSF-2 bridge structures;
- new storm sewer from the proposed Taft Avenue detention basin;

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- modified Bensenville Ditch culvert under I-490; and
- drainage improvements that accommodate the proposed I-490 corridor within the City Transfer Property, including connections to existing City drainage infrastructure on City property.

The FAA will be responsible for the maintenance/jurisdiction of the ALSF-2 systems modifications constructed by the Tollway as part of the EOWA Project. The Tollway intends to enter into separate lease agreements with the FAA relative to the constructed ALSF-2 systems' infrastructure.

C. Separate Agreements to Define Maintenance and Jurisdiction. The Parties agree to define maintenance terms and responsibilities for facilities to be constructed by the City and the Tollway, which are generally described in Section 24A and 24B and depicted on Exhibit I, in separate agreements. Said agreements will be prepared and executed in a staged manner based on the implementation of individual EOWA construction contract(s) and improvements defined therein. The maintenance agreements also will include improvements associated with City construction contracts that include features within the City Transfer Property or on Tollway property. The Parties agree that responsibilities for utilities, drainage features or maintenance access will be documented in the maintenance agreements and will not require additional property conveyance between the Parties. The Tollway will prepare the separate maintenance agreements, and the City agrees to work cooperatively with the Tollway to provide comments, input and necessary approvals on the separate maintenance agreements in a timely manner. This Addendum hereby authorizes the CDA Commissioner to execute said separate agreements defining maintenance and jurisdiction.

## **Section 25. Western Landside Reserve Area (Added)**

A. WAI Ramp Configuration. As part of the EOWA Project, the Tollway intends to construct access ramps connecting IL 390 and I-490 to the WLRA in phases. The first phase of work consists of constructing a three-lane ingress ramp to the Airport and a three-lane egress ramp from the Airport, as depicted in Exhibit H. Subsequent to construction, the Tollway will open the 3-in, 3-out ramps on a date to be agreed to by the Parties. Subject to travel demands and available funding, and as agreed to by the Parties, the I-490 Ramps to/from the Airport connecting I-490 with the WLRA, as depicted on Exhibit H, will be constructed subsequent to construction of the 3-in, 3-out ramps.

B. WLRA Access. The Tollway plans to construct the WAI, including a toll plaza, as generally configured and depicted on Exhibit H. The initial EOWA Project construction will include the construction of ramps connecting South Thorndale Avenue and York Road with the WLRA, which will be opened to provide access for EOWA Project construction and for airport operations and use by airport employees. When opened, the ramps will be owned by DuPage County Division of Transportation, which ownership rights will be set forth in an intergovernmental agreement between the Tollway and DuPage County that will define the Tollway's and DuPage County Division of Transportation's respective maintenance responsibilities relative to the ramps and provide that ownership of the ramps shall revert to the Tollway upon the earlier of either January 1, 2034 or the date when the parking facilities constructed in the WLRA are no longer restricted for use by airport employees and opened for use by the general public. During the period the ramps are owned by DuPage County Division of Transportation and are solely utilized to provide access for EOWA Project construction and for airport operations and use by airport employees the ramps shall not be tolled.

C. Drainage. The Parties agree to work cooperatively with regard to their respective construction work at the WAI and with regard to proposed drainage improvements and required

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detention facilities involving Tollway and City property. As part of the WLRA Soil Project, the Tollway will construct two detention basins for City drainage, as discussed in Section 15.H(5). Drainage requirements associated with the EOWA Project will not conflict with the WLRA Soil Project.

D. Utilities. As part of the EOWA Project, the Tollway has constructed and caused construction of new utility casings between a utility duct bank located along the west side of York Road and under York Road, the CP and the UPRR tracks as depicted on Exhibit H. The Tollway will construct or cause construction of the extension of the utility casings between the UPRR tracks and under the proposed I-490 toll highway to the WLRA, as depicted on Exhibit H. The installed infrastructure is to be owned and maintained by ComEd and includes Tollway electrical usage, including potential future capacity and accommodations for future installation of electrical services by the City. Within the utility casings located on City Transfer Property, the Tollway agrees to allow the City usage within the allocated space. The City understands that the installation and maintenance of electrical feeds for Airport use within the allocated space in the utility casings would be the responsibility of the City, as determined to be required.

E. Federal Funding. In the event federal funds are awarded for work described herein, the Tollway and City reserve the right to modify contract implementation responsibilities. As the Tollway cannot directly accept federal funds for project improvements, County or Municipal partner agencies shall be engaged to facilitate construction of awarded projects supported by federal funds.

## **Section 26. Change Management (Added).**

A. Project Representatives. Each Party will designate a management-level individual familiar with this Addendum, the Agreement and the EOWA Project ("Designated Individual"). The Designated Individuals will work cooperatively to facilitate implementation of the EOWA Project and shall have the authority, on behalf of each Party, to give approvals and to take action to the extent necessary for the orderly and expeditious

prosecution of the EOWA Project work, but shall not have authority to amend, modify or terminate this Addendum or the Agreement. Each Party reserves the right to change its Designated Individual from time to time by written notice to the other Party. The Parties' Designated Individuals shall be as follows:

City:

Chicago Department of Aviation  
Attention: Robert Hoxie, Managing Deputy Commissioner - Chief Development Officer  
10510 West Zemke Road  
Chicago, IL 60666  
Telephone: 773-686-5130  
Email: [robert.hoxie@citvofchicago.org](mailto:robert.hoxie@citvofchicago.org) <<mailto:robert.hoxie@citvofchicago.org>>

Tollway:

The Illinois State Toll Highway Authority  
Attention: Manar Nashif, Acting Chief Engineering Officer  
2700 Ogden Avenue  
Downers Grove, IL 60515  
Telephone: 630-241-6800, ext. 4841  
Email: [mnashif\(a\)getipass.com](mailto:mnashif(a)getipass.com)

The Parties will also designate an "Executive Coordination Group," which shall include the Designated Individuals as well as other senior level City representatives selected by the City and senior level Tollway representatives selected by the Tollway. The City and the Tollway may

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change their representatives to the Executive Coordination Group at their discretion. The Executive Coordination Group shall develop protocols establishing standing meetings, advance delivery of materials, processes to obtain approvals for certain requests and technical working groups for design and construction review, which protocols will be subject to approval of, and implementation, by the Designated Individuals. The Executive Coordination Group shall meet at least quarterly but may meet more frequently as needed. At such meetings, the Executive Coordination Group shall: (a) review the overall status of the EOWA Project; (b) review and analyze the updates to the Revised 1-490 South Leg Design Variant; (c) review and discuss EOWA Project schedules and forecasts to ensure all necessary approvals required pursuant to this Addendum are secured; and (d) review and discuss any other topics or issues related to this Addendum or the EOWA Project.

B. Changes. Either Party may request a modification and/or revision to the responsibilities included in this Addendum by notifying the other Party in writing of such requested modification and the associated details. The Parties agree to cooperate with respect to requested modifications, provided that the changes do not interfere with timely delivery of the EOWA Project or Airport operations. Each change shall be subject to the consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. The Parties agree to implement agreed changes within 30 days of agreeing on same, unless otherwise agreed to by the Parties.

C. Compliance. If either Party fails to complete work for which it is responsible in accordance with this Addendum, the Parties shall cooperate to promptly bring such work back into compliance with this Addendum, including but not limited to the EOWA Project schedule depicted on Exhibit L, in a reasonable manner, provided that any such efforts and/or adjustments shall not result in detriment to the EOWA Project or Airport operations.

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IN WITNESS WHEREOF, the City and the Tollway each have caused this Addendum to be executed by its authorized representatives as of the Addendum Effective Date.

**CITY OF CHICAGO**

By:

Jamie L. Rhee, Commissioner Chicago  
Department of Aviation

*Approved as to form and legality:*

By:

Printed Name:

[Tollway signatures on next page]

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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By:                   Willard S. Evans, Jr., Chairman & Chief Executive Officer

By:                   Jose R. Alvarez, Executive Director

By:                   Cathy R. Williams, Chief Financial Officer

By:                   Kathleen R. Pasulka-Brown, General Counsel

*Approved as to Form and Constitutionality*

Assistant Attorney General

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w. Elgin O'Hare J Western Access

Exhibit A

City Transfer Property December 8, 2021

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a EOWA Project Improvements ~- AOA Fence Relocation Extents ■ Ingress to the Airport ("3-in" or 3-lanes into Airport) O Egress from the Airport ("3-out" or 3-lanes from Airport) 9) Future I-490 Ramps  
to/from Airport S3 Perimeter Road Relocation Extents O Detention Basin Q Building Footprint  
(Z3 Future Circulation Road by City

Elgin O'Hare ^ Western Access Project

Exhibit H



Western Access Interchange

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Perimeter Road, AOA Fence, and Retaining Wall (City)

[Proposed Taft Avenue Detention Basin (Illinois Tollway)]^~"^^^"-v^ "N^b-gj-]Proposed Storm Sewer (Illinois Tollway)| pf.:#""  
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LEGEND

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Exhibit I

City and Tollway Maintenance and Jurisdiction Responsibilities along 1-490

Addendum

**EXHIBIT K**

(Attached to and made a part of the First Addendum to the Intergovernmental Agreement  
between the City of Chicago and the Illinois State Toll Highway Authority Regarding the  
Elgin O'Hare Western Access Project)

**K-9 Facility Letter of Understanding Between the Illinois Tollway, City Department of Aviation and  
Chicago Police Department**

[SEE ATTACHED]

*ff) Illinois*

August 10, 2018

Ms. Jamie L. Rhee Commissioner  
Chicago Department of Aviation 10510 West  
Zemke Road Chicago, Illinois 60666

Mr. Eddie T. Johnson Superintendent of  
Police Chicago Police Department 3510 S  
Michigan Avenue Chicago, Illinois 60653

**Re: Letter of Understanding**

Elgin O'Hare Western Access (EOWA)  
Contract 1N02 - Touhy Avenue (Elmhurst Road to Mount Prospect Road) Chicago  
Police Department K-9 Training Facility Relocation

Dear Ms. Rhee & Mr. Johnson:

This Letter of Understanding (hereinafter referred to as "LOU"), executed in duplicate, has been prepared to outline the general understanding between the City of Chicago Police Department (hereinafter referred to as "CPD"), the City of Chicago Department of Aviation (hereinafter referred to as "CDA") and the Illinois State Toll Highway Authority (hereinafter referred to as "Illinois Tollway") (referred to individually as "Party" and together as "Parties"), with regard to the responsibilities for design, construction and funding of the relocation of CPD K-9 Training Facility located along Illinois Route 72 (Touhy Avenue).

Whereas;

- The Illinois Tollway in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Busse Road (Illinois Route 83) known in its entirety as Illinois Route 390, and intends to continue Illinois Route 390 from Illinois Route 83 to O'Hare International Airport, and construct the Western Access toll highway connecting the Jane Addams Memorial Tollway (1-90) with the Tri-State Tollway (1-294) (hereinafter referred to as the "EOWA Project"), and included in multiple Illinois Tollway construction contracts.

**Illinois Tollway**

**2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 <<http://630.241.6800>> | T. T. Y. 630-241-6898**

**[www.illinoistollway.com](http://www.illinoistollway.com) <<http://www.illinoistollway.com>>**

The Illinois Tollway and City of Chicago are party to a separate Intergovernmental Agreement executed April 24, 2017 (the "EOWA IGA"), that defines their respective responsibilities for the EOWA Project, including but not limited to, with respect to the relocation of the existing CPD K-9 Training Facility.

As part of the EOWA improvements, the County of Cook, in partnership with the Illinois Tollway, will complete the design and construction of improvements along Touhy Avenue between Elmhurst Road and Mount Prospect Road included in Contract IN02 (the "Touhy Avenue Project"). The Touhy Avenue Project includes construction of a new quadrant bypass connector roadway from Old Higgins Road to Touhy Avenue, realignment and reconstruction of the Touhy Avenue and Mount Prospect Road intersection, the construction of a new bridge to carry Touhy Avenue over the future Western Access toll highway, and the construction of a new bridge to carry Touhy Avenue over the Union Pacific Railroad (UPRR). The Touhy Avenue Project also includes the installation of drainage improvements, pavement markings, signing, roadway lighting, multi-use paths, sidewalk, traffic signals, emergency vehicle pre-emption, landscaping, and all other work necessary to complete the improvements in accordance with the approved construction plans and specifications.

The CPD operates the K-9 Training Facility located at 320 West Touhy Avenue in Des Plaines, Illinois (the "K-9 Facility") on CDA property (see Exhibit A).

The Touhy Avenue Project and EOWA Project improvements impact the K-9 Facility and require it to be relocated. The Illinois Tollway provided a "Notice of Relocation Eligibility and 90-Day Notice" letter to CPD on May 24, 2017 that provided notification of the required relocation of the K-9 Facility.

The Touhy Avenue Project includes the construction of a temporary bypass road along Touhy Avenue that provides access to the K-9 Facility during construction of the Touhy Avenue Project (see Exhibit A).

The Touhy Avenue Project improvements include the construction of new storm sewer that impacts the existing explosive site chamber located on the CDA property on which the K-9 Facility is located.

The relocated K-9 Facility will maintain the features of the existing site, including a building facility, fenced training area accommodations, an explosive site chamber and parking (the "Relocated K-9 Facility").

The Relocated K-9 Facility building facility will include space for dog kennels, offices, bathrooms, laundry, storage, detection rooms, and other areas required for the dog and

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personnel safety and operations. The building is estimated not to exceed 8,000 square feet.

- The Relocated K-9 Facility will be located at the northwest and/or northeast quadrants of the Touhy Avenue and realigned Mount Prospect Road intersection within CDA owned property (see Exhibit A) and the project improvements will include construction of a new building facility, an explosive site chamber, parking areas, driveways, fencing, signage, and landscaping and all other associated work (hereinafter referred to as the "Relocated K-9 Facility Project").
- Operations and access to the existing K-9 Facility will be maintained throughout design and construction the Relocated K-9 Facility Project.
- The Parties acknowledge that the terms for the Relocated K-9 Facility as defined in this LOU are separate from the Illinois Tollway acquisition of CDA property as defined in the EOWA IGA.
- Each Party further acknowledges that it shall cooperate in the event that it is subsequently determined

necessary or appropriate to further document matters set forth herein within an additional intergovernmental agreement between the Parties, subject to further approval by each party's council, board or corporate authority, as such may apply. Notwithstanding, this LOU shall serve to provide the Tollway with sufficient rights and permissions to access the CDA property for purposes of performing the Relocated K-9 Facility Project.

Now, therefore, based upon the above recitals, the Illinois Tollway, CPD and CDA agree to establish the following guidelines with regard to the design, construction, and funding responsibilities of the Relocated K-9 Facility Project necessitated by the Touhy Avenue Project and EOWA Project improvements.

The Illinois Tollway will:

- Perform design engineering, obtain necessary surveys and prepare the final plans and specifications for the Relocated K-9 Facility Project. During the design and preparation of the plans and specifications, the Illinois Tollway shall submit plans and specifications to the CPD and CDA for their review and comment at the following stages of plan preparation:
  - o 30% Concept
  - o 60% Complete
  - o 95% Complete (pre-final)
  - o 100% Complete (final)

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Assume the overall responsibility for the Relocated K-9 Facility Project, including assuring that all permits and approvals, as may be required, are secured in support of general project schedules and deadlines.

Provide locations of existing and proposed public and/or private utility facilities within the Relocated K-9 Facility Project limits which require adjustment and make all reasonable efforts to minimize the number of utility adjustments in the design.

Cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the Relocated K-9 Facility Project.

Advertise and receive bids, provide construction engineering inspections for and cause the Relocated K-9 Facility Project to be constructed in accordance with the approved plans and specifications.

Work cooperatively with the CDA and CPD to ensure that all contractors and engineers retained to perform design and construction services in relation to the Relocated K-9 Facility Project shall be licensed in the discipline being contracted for, experienced in design and construction of improvements comparable to those for which its services are being retained, and not be listed on any local, state, or federal non-responsible bidders' list, and not be debarred by the City or under any state or federal statute, regulation, or proceeding.

Ensure that vehicular access and utility connections are maintained to the existing K-9 Facility during construction of the Relocated K-9 Facility Project.

Demolish the existing K-9 Facility, in its entirety, after the CPD has vacated the existing K-9 Facility.

Coordinate with the CDA for relocation of the existing asphalt grinding stockpile located in the northwest quadrant of Touhy Avenue and Mount Prospect Road onto separate City-owned property, at the Tollway's

expense, to the extent that separate relocation arrangements have not been timely carried out by the Cook County Department of Transportation and Highways ("CCDTH") in conjunction with the construction of the Touhy Avenue Improvements as that term is defined under the EOWA IGA.

Be responsible for all Relocated K-9 Facility Project related design engineering, construction engineering, utility relocation, and construction costs.

Work cooperatively with the CDA and CPD to address and resolve review comments and objections.

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- Provide relocation assistance and benefits, as eligible, in accordance with the Toll Highway Act and Uniform Relocation Assistance, for the CPD relocation from the existing K-9 Facility site to the Relocated K-9 Facility.
- Coordinate with CDA to ensure all real estate and land use transactional matters and design and construction activities anticipated with respect to the existing K-9 Facility and the Relocated K-9 Facility, and any related aspects of the Relocated K-9 Facility Project or the Touhy Avenue Project, are maintained and undertaken in accordance with the terms and conditions of the EOWA IGA.
- Coordinate with CDA and CPD to obtain and ensure compliance with all necessary or relevant federal, state and local regulatory measures, including but not limited to obtaining any necessary or required regulatory approvals for the Relocated K-9 Facility Project.

The CDA will:

- Allow the Relocated K-9 Facility to be re-located onto CDA property in the northwest and/or northeast quadrants of the Touhy Avenue and Mount Prospect Avenue intersection without additional consideration, and will diligently seek any and all necessary regulatory authority or approvals, including City Council approval and FAA approvals, which may be necessary for accommodating the Relocated K-9 Facility Project in the noted location (See Exhibit A) and in the manner noted in this LOU.
- Grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way in accordance with the terms and conditions of the EOWA IGA. Any permit for right of access and/or temporary use shall be processed in accordance with the EOWA IGA and not be unreasonably withheld.
- Review the plans and specifications for the Relocated K-9 Facility Project within fifteen (15) calendar days of receipt thereof, unless an extension of time is requested which would be reasonably considered by the Illinois Tollway.
- Work cooperatively with the Illinois Tollway and CPD to address and resolve review comments and objections.
- Coordinate with the Illinois Tollway to identify a location on City-owned property for relocation of the existing asphalt grinding stockpile located in the northwest quadrant of Touhy Avenue and Mount

Prospect Road prior to the start of construction for the Relocated K-9 Facility Project, to the extent that separate relocation arrangements have

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not been earned out by the Cook County Department of Transportation and Highways ("CCDTH") in conjunction with the construction of the Touhy Avenue Improvements as that term is defined under the EOWA IGA.

- Cooperate with CPD to reach an appropriate agreement addressing terms and conditions concerning CPD's use, occupation and possession of the Relocated K-9 Facility. Said agreement will be completed in a reasonable timeframe so as to not delay the completion and acceptance of the Relocated K-9 Facility Project.
- Cooperate with Illinois Tollway and CPD to assist in obtaining any necessary or required regulatory approvals for the Relocated K-9 Facility Project.
- Assume ownership of the Relocated K-9 Facility in its entirety, including but not limited to the building facility, parking areas, driveways, fencing, signage, the explosive site chamber and landscaping located within the Relocated K-9 Facility on CDA owned property upon completion and acceptance of the Relocated K-9 Facility Project.

The CPD will:

- Agree to the relocation of the existing K-9 Facility from its current location at 320 West Touhy Avenue in Des Plaines, Illinois to the northwest and/or northeast quadrants of the Touhy Avenue and Mount Prospect Avenue intersection.
- Coordinate with the Illinois Tollway and CDA on the Relocated K-9 Facility Project design requirements and specifications, including the building facility (estimated at 8,000 square feet for dog kennels, offices, bathrooms, laundry, storage, detection rooms, and other areas required for the dog and personnel safety and operations), the explosive site chamber, parking areas, driveways, fenced training areas, signage, and landscaping.
- Review the plans and specifications of the Relocated K-9 Facility Project within fifteen (15) calendar days of receipt thereof, unless an extension of time is requested which would be reasonably considered by the Illinois Tollway.
- Work cooperatively with the Parties to address and resolve review comments and objections.
- Cooperate to accommodate any grant of access approved by CDA in accordance with the EOWA IGA for the Touhy Avenue Project Contractor, for purposes of performing Touhy Avenue Project work on the existing K-9 Facility site, including the construction of a

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new storm sewer within the training area of the existing K-9 Facility on a schedule agreed to between the CDA, CPD and Touhy Avenue Project Contractor.

- While the existing K-9 Facility is in use, coordinate with CDA and the Illinois Tollway to relocate the existing explosive site chamber impacted by the installation of the new storm sewer during construction of the Touhy Avenue Project (see Exhibit A).
- Continue to maintain or cause to maintain all portions of the existing K-9 Facility during construction of the Relocated K-9 Facility Project.
- Cooperate with CDA to reach an appropriate agreement addressing terms and conditions concerning CPD's use, occupation and possession of the Relocated K-9 Facility. Said agreement will be completed in a reasonable timeframe so as to not delay the completion and acceptance of the Relocated K-9 Facility Project.

Move to the Relocated K-9 Facility within 30 days of receiving formal notification from the Illinois Tollway that the K-9 Facility is available for occupancy, estimated in the spring of 2020. The formal notification will be provided upon substantial completion and acceptance of the Relocated K-9 Facility by the CDA and CPD.

- Assume maintenance or cause to maintain the Relocated K-9 Facility in its entirety, including but not limited to the building facility, parking areas, driveways, fencing, signage, explosive site chamber and landscaping located within the CDA owned Relocated K-9 Facility upon completion and acceptance of the Relocated K-9 Facility Project, in accordance with terms and conditions agreed between CPD and CDA.

Please confirm your concurrence with the above understanding by countersigning, dating and returning one original. If you have any questions, our Intergovernmental Agreements Manager, Jim McDonough at (630) 241-6800 ext. 3906.

Sincerely,

~~~~~

Paul D. Kovacs, P.E. Chief Engineering  
Officer

Enclosure: Exhibit A - Location Map

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CONCUR :

CONCUR:

Chicago Police Department

cc: Rocco Zuccherro Manar Nashif Bob Lane  
Michael Woodward Jim McDonough Charise Valente Aysegul Kalaycioglu Stephen Stults  
Jonathan Lewin Bonita Amado

PDK:mon

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-18-4697 (IN02) - Touhy Ave Over UPRR uncl 1-490 Approval needed LUR1

**m**

1-18-4704 (N06-A) - 1-490 Advance Earthwork, Drainage and Retaining Wall Construction from Devon Ave to South Touhy Ave Construction ROE received Jan-2021 Approval needed: LUR \*2

**Mi D**

1-20-4722 (N03-A) - 1-490 - Ramp O over West Terminal Interchange No approvals needed

1-20-4720 (N06-B) - 1-490 from Devon Avenue to Prall Boulevard (Highway and Structures Approval needed- LUR \*2

N05-A - 1-490 mainline and Western Access Interchange Ramps- Fast  
Approval needed: LUR \*2

RUNWAY 0C/2/C  
1-16-4669 (E04) - West Terminal Interchange-Ramp Bridges Approval needed: LUR-f \*?

RUNWAY 1J/R/77L

1-19-4714 (N03-B) - Western Access Tollway (I-490) Roadway and Bridge Construction at Illinois Route 390 (IL 390) No nppl ovals needed



E10 - Poletitil Future ORD Ramp Connections Rqctmod Travel Demand and Design Approval - I BD  
O'Hare ' ; " International AtrporV

E05-B) - 1-490 Roadway Crilblntructic ng Park Road (IL-19) tn IL 390 Approval needed: LUR '3

E05-C - IL 390 ■ IL 19 Interchange CnnsI (South including IL 19 Bridge) Approval needed: LUR '3

El

Runway 10R ALSF Outage  
S10-B - 1-490 South of O'Hare Airport Approval needed- LUR  
Runway 10W78I.  
1-21-4732 (UP01-B1) and 1-21-4737 (UP01-B2) - Realignment and Reconstruction of ltho UPRR Mainline Track and Bridge Approvni needed- LUR '3  
1-21-4727 (S08/S09) - WcM Access over arikhri Ave and County Line Rd Interchange

- 
- LEGEND
- 2021

Construction Start
- 2022

Construction Start
- 2023

Construction Start
- 2024

Construction Start
- 2025

or after Construction Start Other EOWA Project Improvements Bridges
- Contract Limit
- ALSF-2 Lighting
- Runway Protection Zone (RPZ)
- Future Runway
- Required LUR Closing Dates-Closing #1 (LUR #1 Pilrcrts) - Jan 2022 Closing #2/3 (LUR #2/3 Parcels) - Oct 2022 Closing #4 (LUR #4 Pjtrods) - Oct 2023

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Elgin O'Hare Western Access  
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Orlnher 12. 2021  
V  
Elgin O'Hare Western Access 1-490 Project Overview Workplan

Exhibit L EOWA Project Schedule Map

Addendum

EXHIBIT P

(Attached to and made a part of the First Addendum to the Intergovernmental Agreement between the City of Chicago and the Illinois State Toll Highway Authority Regarding the Elgin O'Flare Western Access Project)

FORM OF CDA RECIPROCAL ACCESS EASEMENT AGREEMENT

[SEE ATTACHED]  
**RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:**

Union Pacific Railroad Company  
Attn: Jason Sokolewicz, Director - Real Estate  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

(Space Above for Recorder's Use Only)

**RECIPROCAL ACCESS EASEMENT AGREEMENT**

This RECIPROCAL ACCESS EASEMENT AGREEMENT ("Agreement") is made  
this            day of           , 202\_, by and between **UNION PACIFIC  
RAILROAD COMPANY, a Delaware corporation ("UPRR")**, and **CHICAGO DEPARTMENT  
OF AVIATION, a            ("CDA")**. UPRR and CDA are sometimes collectively  
referred to herein as the "Parties", and sometime individually as a "Party".

**RECITALS:**

A. UPRR operates a railroad on certain real property located in            County, State  
of Illinois, legally described in Exhibit A, attached hereto and made a part hereof ("UPRR Property").

B. CDA owns fee title to real property legally described in Exhibit B, attached hereto and made a  
part hereof ("CDA Property"), which is adjacent to the UPRR Property.

C. UPRR and CDA each desire to grant to the other, and their respective successors, assigns,  
agents, tenants, subtenants, and invitees (collectively, "Permittees"), a non-exclusive, perpetual easement for  
their common benefit for pedestrian and vehicular access, ingress, egress, and travel over and upon that certain  
access roadway located over that portion of the UPRR Property legally described in Exhibit C ("Easement Area  
I"), and that portion of the CDA Property legally described in Exhibit D ("Easement Area II"), each of which  
are attached hereto and made a part hereof (Easement Area I and Easement Area II are sometime collectively  
referred to herein as the "Roadway").

**AGREEMENT:**

NOW, THEREFORE, in consideration of the above recitals, the Parties agree as follows.

1. Grant of Reciprocal Access Easement. UPRR hereby grants to CDA, for itself and for use by its  
Permittees, a non-exclusive, perpetual easement for pedestrian and vehicular access, ingress, egress, and travel  
over Easement Area I ("Reciprocal Access Easement I"). CDA hereby

grants to UPRR, for itself and for use by its Permittees, a non-exclusive, perpetual easement for pedestrian and vehicular access, ingress, egress, and travel over Easement Area II ("Reciprocal Access Easement II"). Reciprocal Access Easement I and Reciprocal Access Easement II are sometimes collectively referred to in this Agreement as the "Reciprocal Access Easement".

2. No Impediments. UPRR and CDA, and their respective Permittees, covenant and agree not to construct any wall, barrier, building, fence, or other impediment at any time within the Reciprocal Access Easement which would hinder or impede the use of the Reciprocal Access Easement as provided herein.

3. Roadway Maintenance. UPRR and CDA shall each be responsible for maintaining and repairing that portion of the Roadway located on their respective properties at all times in a good, safe, and passable condition.

4. Not a Grant of a Superior Right. Nothing contained in this Agreement shall be deemed to convey to either Party, or their Permittees, a right to use the Reciprocal Access Easement that is superior to that of the other Party. UPRR and CDA acknowledge that the Reciprocal Access Easement is for their common benefit and the common benefit of their respective Permittees. UPRR and CDA each retain any and all rights not specifically granted herein, including, without limitation, (a) any and all rights which are not directly incompatible with the easements granted herein, and (b) the right to grant easements to other third parties over, under and through Easement Area I and Easement Area II, respectively, for any purpose that does not create unreasonable interference with the easements granted herein, including rights of way for similar use and utility easements. Each Party covenants to act reasonably so as to minimize any interference with the other's use of the Reciprocal Access Easement. Notwithstanding the foregoing, each Party acknowledges that from time to time such use and/or the ingress to or egress from the other's property by way of the Reciprocal Access Easement may be interrupted as a result of construction, reconstruction, maintenance or repair by the other to its property. Any such construction, reconstruction, maintenance or repair work shall be performed as expeditiously as is reasonably practicable under the circumstances and in a manner that minimizes disruption to the normal use of the Reciprocal Access Easement. Subject to the foregoing, and provided either that such interruption does not unreasonably interfere with a Party's use of the Reciprocal Access Easement, or that alternative temporary access is available, each Party expressly consents to such interruption and acknowledges that the other Party, or its Permittees, shall in no event be liable to it or its Permittees as a result of such interruption.

5. Existing Rights.

(a) The Reciprocal Access Easement is granted by each Party subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect Reciprocal Access Easement, whether recorded or unrecorded.

(b) The Reciprocal Access Easement is also limited to such rights as the applicable grantor Party may have in the applicable portion of the Roadway and is granted without warranty, express or implied. No

damages shall be recoverable by either Party because of any dispossession or because of failure of, or defect in, a Party's title to the Roadway.

6. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Easement Area I or Easement Area II to the general public or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein.

7. Recordation of Agreement. This Agreement shall be recorded in the Office of the County Clerk/Recorder of \_\_\_\_\_ County, Illinois, and shall serve as notice to all parties succeeding to the interest of the Parties that their use of such property shall be benefitted and/or restricted in the manner herein described.

*(Remainder of page intentionally left blank. Signatures to follow.)*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

**UPRR:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By:

Printed Name: Chris D. Goble

Title: Assistant Vice President - Real Estate

**STATE OF NEBRASKA )**

**) ss.**

**COUNTY OF DOUGLAS )**

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by Chris D. Goble, Assistant Vice President - Real Estate of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public

(Seal)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

**CDA: CHICAGO DEPARTMENT OF AVIATION,**  
**a**

By:  
Printed Name: Title:

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, as \_\_\_\_\_ of CHICAGO DEPARTMENT OF AVIATION.

WITNESS my hand and official seal.

Notary Public

(Seal)