

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ST. CHARLES AND THE COUNTY OF KANE
REGARDING ACCESS AND IMPROVEMENTS TO RANDALL ROAD
FROM IL64 TO DEAN STREET**

This Agreement (hereinafter, the "Agreement") entered into this 4th day of November 2006, by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter, the "COUNTY") and the City of St. Charles, a municipal corporation of the State of Illinois (hereinafter, the "CITY"). The COUNTY and the CITY are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

Whereas, the CITY and the COUNTY are authorized to agree and cooperate among themselves pursuant of the provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the Illinois Compiled Statutes; and,

Whereas, the COUNTY has exclusive jurisdiction over Kane County Highway No. 34, also known as Randall Road; and,

Whereas, Illinois Compiled Statutes 605 ILCS 5/8-101 et. seq. authorize the COUNTY to designate certain highways within its jurisdiction as "freeways" and, when so designated, authorize the COUNTY to, among other things, control access with respect to such designated highways; and

Whereas, the COUNTY represents that it has designated, in conformance with law, Randall Road as a freeway on August 8, 1972, and has further represents that it has adopted, in conformance to law the Kane County Division of Transportation - Transportation Permit Regulations and Access Control Regulations (hereinafter, the "KDOT-TPR"); and

Whereas, the COUNTY has undertaken, commencing in 2006, the construction, widening and improvement of Randall Road from immediately north of Dean Street to immediately south of Oak Street, within the municipal limits of the CITY by constructing improvements including but not limited to additional lanes of through traffic, additional left and right-turn lanes at certain

existing and planned intersections, barrier medians and storm water management facilities, (hereinafter, the "Randall Road Project"); and,

Whereas, the properties located along the east and west sides of the section of Randall Road between Illinois State Route 64 on the South and Dean Street on the North, are within the corporate limits of the CITY (hereinafter, the "Subject Corridor") and is depicted in Exhibits "B1" and "B2" and, further, that some of these properties are being redeveloped, and the CITY desires the COUNTY to permit an access point that will be a Signalized Full Intersection approximately 1,200 feet north of Illinois Route 64 and to permit and retain certain other access points to Randall Road for the benefit of existing and future commercial and residential development in the Subject Corridor that is anticipated by the CITY; and,

Whereas, the COUNTY wishes to secure the support and cooperation of the CITY in the enforcement of the KDOT-TPR related to the control of access to that segment of Randall Road identified in the immediately preceding recital so as to facilitate and assure the safety of the motoring public and to facilitate the free flow of traffic now and in the future, and to otherwise permit the orderly development of property adjacent to the identified segment of Randall Road; and,

Whereas, the Parties have determined that, subject to the controls hereinafter set forth, the control of access to Randall Road as set forth in this Agreement is necessary for the safety of the motoring public, responsible transportation planning and proper land use planning; and,

Whereas, the Parties acknowledge and agree that, subject to the controls hereinafter set forth, the planning and improvements as described herein are and will be a benefit to the residents of the COUNTY and the CITY.

NOW THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the adequacy and sufficiency of which is hereby stipulated, the Parties hereto covenant and agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are hereby incorporated herein as substantive provisions of this Agreement. The Parties further acknowledge and agree that the "Definitions" that are attached hereto as Exhibit "C" are incorporated and shall define the terms of this Agreement.

2. The Parties agree that each shall, in the exercise of its respective planning jurisdiction, provide that all new development in the Subject Corridor shall provide for ingress to and egress from Randall Road in a manner consistent with the provisions of this Agreement and at the locations as generally depicted on Exhibit "A-3" which is attached hereto and made a part hereof.

3. The Parties agree that the location and nature of all access points to and from Randall Road within the Subject Corridor shall be as set forth herein and as generally illustrated on the conceptual plan attached hereto and incorporated herein as Exhibits "A1" and "A3". In the exercise of its authority over development, the CITY shall, to the extent permitted by law which shall not include the exercise of eminent domain or acting in a manner that may constitute an unlawful regulatory taking, (hereinafter "to the extent permitted by law") use its best efforts to secure the closure of access points other than those set forth herein and the elimination of those access points designated herein for elimination along the Subject Corridor and shall also, to the extent permitted by law, secure conveyance to the COUNTY in fee simple of additional right of way to facilitate planned future Randall Road improvements as contained in the COUNTY adopted Kane County 2030 Transportation Plan and the KDOT-TPR and the design and construction of any intersections at Access Points as hereinafter described. The COUNTY shall approve the Access Points and intersections described below and illustrated on Exhibits A1 through A3, provided, however, the design and construction of the intersections at said Access Points, including the design and construction of any additional appurtenances therefor shall be pursuant to permit issued by the COUNTY and in conformance with the KDOT-TPR except as may otherwise be modified by this Agreement. The exact location and final design of said access points shall be subject to the approval of the COUNTY in accordance with the KDOT-TPR, which approval shall not be unreasonably delayed or denied.

The following lettered subsections of this Section 3 correspond to the letters contained on Exhibits "A1-A3" attached hereto and incorporated herein:

- A. DEAN STREET (ACCESS POINT A)—A Full Signalized Intersection with Randall Road.

- B. SEIGLES NORTH ENTRANCE (ACCESS POINT B)—A “T” intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This access point and intersection shall be eliminated upon the relocation of Access Point C as herein provided. However, the County Engineer, with the approval of the Kane County Board, may approve retaining a Right-In/Right-Out Only intersection or Right-Out Only intersection at Access Point B if, in the County Engineer’s determination, the intersection does not negatively impact the safety of the motoring public and helps to improve overall traffic circulation in the redevelopment of the site.
- C. SEIGLES SOUTH ENTRANCE (ACCESS POINT C)—A “T” Intersection with Randall Road. This intersection shall become a temporary Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This temporary Right-In/Right-Out Only shall be permitted to be closed and subsequently relocated to a point approximately 1,190 feet north of IL 64 subject to terms of this Agreement relative to access on the east side of Randall Road. When the relocation of Access Point C is complete, a Signalized Full Intersection (a public or private roadway on the east approach) with Randall Road is planned (See Access Point E). At the point in time the Full Intersection is opened to traffic on the east approach the Right-In/Right-Out Only Intersection and Access Point B shall be eliminated unless otherwise determined by the County Engineer and the Kane County Board as stated in paragraph B above.
- D. FORMER EUCLID BEVERAGE ENTRANCE (ACCESS POINT D)—A “T” intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This access point and intersection shall be eliminated upon the construction of Access Point C to the Euclid site. The County Engineer may approve retaining a temporary Right-In/Right-Out Only intersection , Right-In Only intersection or Right-Out Only intersection at Access Point D if, in the County Engineer’s determination, the intersection does not impact the safety of the motoring public and helps to maintain adequate traffic circulation for the existing building on the Euclid site. At such time the Euclid site is redeveloped, ingress and egress shall be from Access Point C.

- E. FORMER PAYLINE WEST ENTRANCE (ACCESS POINT E)—A “T” Intersection with Randall Road. This intersection shall be relocated to approximately 1,190 feet north of IL 64 and shall become a temporary Right-In/Right-Out Only during or upon the completion of the Randall Road Project. The temporary Right-In/Right-Out Only shall be relocated and reconstructed as a Signalized Full Intersection (as shown on Exhibit “A-3”; Woodward Drive on its west approach) with Randall Road.
- F. X-SPORT FITNESS ENTRANCE (ACCESS POINT F)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.
- G. CITY WATER WELL ENTRANCE (ACCESS POINT G)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project to permit emergency or periodic uses by the City or their contractors for purposes of City well maintenance.
- H. FORMER BUS YARD ENTRANCE (ACCESS POINT H)—A “T” Intersection with Randall Road. This access point and intersection shall be relocated to approximately 630 feet north of IL 64 and become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.
- I. FORMER HINES ENTRANCE (ACCESS POINT I)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.
- J. AUTO REPAIR ENTRANCE (ACCESS POINT J)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. At any time in the future, in the event that ingress and egress becomes available from another County approved access point, Access Point J will be eliminated.
- K. FORMER LONG JOHN SILVER ENTRANCE (ACCESS POINT K)—A “T” Intersection with Randall Road. This access point and intersection shall be eliminated with the Randall Road Project.

L. FOX VALLEY TIRE (ACCESS POINT L)—A “T” Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. At any time in the future, in the event that ingress and egress becomes available from another County approved access point, Access Point L will be eliminated.

4. Internal Circulation. The Parties agree that it is necessary and desirable to provide a system of public streets and/or cross access easements in conjunction with the development of property adjacent to Randall Road within the Subject Corridor so as to avoid burdening Randall Road and other arterial streets with the internal traffic movements of said development. The location of the intersections of access roads with Randall Road and the respective throat lengths of those access roads shall be generally as illustrated on the conceptual plans attached hereto as Exhibits “B1” and “B2”. Nonetheless, the throat lengths of those Access Roads shall be adequate in length to minimize negative impacts to Randall Road. The Parties agree to cooperatively review any new development which would impact the Randall Road and Woodward Drive Intersection (Access Point E).

A. The CITY intends to make the future access road and access road extensions and connections as generally depicted in Exhibits “B1” and “B2”. The timing of these extensions and connections and the CITY’s ability to accomplish the same are dependent upon the future development of property adjacent to the proposed road extensions and connections. Other than as provided for herein, the CITY makes no representations or warranties with respect to when the extensions and connections will be constructed. To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require that the owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road provide the Access Roads, and Access Road extensions and connections and/or cross access easements as depicted and illustrated on the conceptual plans attached as Exhibit “B1” and “B2”.

B. To the extent permitted by, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road to construct and dedicate the Access Roads as generally illustrated on the conceptual plan attached as Exhibits “B1” and “B2” and detailed as follows:

i) Woodward Drive Extension West of Randall.

As a condition of the development of the property adjoining, and extending approximately 500 feet west of the centerline of Randall Road, the CITY shall require the dedication and construction Woodward Drive for a distance approximately 500 feet west of the centerline of Randall Road tying into Woodward Drive (a subdivision requirement of Pine Ridge Park Subdivision) and intersecting with Illinois State Route 64 via Oak Street, conforming generally with Exhibit "B-1" and with all requirements of the St. Charles Municipal Code for residential collector streets, or similar standards.

ii) Future Woodward Drive Extension.

As a condition of the development of property referred to as the Cardinal Site on Exhibit "B-1" which is generally located more than 2,600 feet west of the centerline of Randall Road, between Pine Ridge Park and Remington Glen Subdivision (hereinafter referred to as the "Cardinal Property"), the CITY shall require the dedication and construction of the "Future Woodward Drive Extension" as a continuous roadway between the Woodward Drive Extension and Peck Road. The Future Woodward Drive Extension shall include an 80 feet wide right of way and shall further consist of all improvements, and shall be designed to conform to all requirements, of the St. Charles Municipal Code for residential collector streets, or similar standards.

iii) Public or Private Roadway Extension to Dean Street & IL 64.

As a condition of the redevelopment of the property adjoining, and extending approximately 1,100 feet east of the centerline of Randall Road the CITY shall require the dedication or provision for cross access easements and construction of Access Roads as generally shown on Exhibit "B-2" which shall include connections to Illinois State Route 64 and Dean Street. The public/private roadway shall be at least 26 feet wide and conform to the St. Charles Municipal Code for residential streets or greater as a function of the proposed use.

- C. The CITY and/or the property owner(s) shall maintain said access road(s), including upkeep of roadway striping, signage, and pavement necessary to keep said access roads open and available for convenient and continuous public use.

D. As a condition to the issuance of a permit, the COUNTY shall require all intersection improvements to be provided for in accordance with the KDOT-TPR at any of the proposed Access Points identified in Paragraph 3 hereof. The COUNTY shall determine the specific location and design of any improvements. These improvements may include, but are not necessarily limited to:

- i. Improvements: Additional or new travel lanes, shoulders, and storm water drainage systems, including right of way necessary therefor.
- ii. Auxiliary lanes: Right-and left-turn lanes, channelization and center medians.
- iii. Traffic Control Devices: Signalization, traffic signal interconnect or coordination systems, signage and pavement marking, including right of way necessary therefor.
- iv. Roadway lighting including intersection lighting.
- v. Barrier Medians.
- vi. Bike Paths, including right of way necessary therefor.
- vii. Storm Water Detention Facilities, including right of way necessary therefor.

To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road to construct and dedicate the access improvements consistent with the KDOT-TPR.

5. The Randall Road Project includes improvements that benefit both the CITY and COUNTY. The CITY agrees to contribute \$1,470,000 toward that part of the Randall Road Project within the Subject Corridor. The CITY's contribution is in consideration of the expenses incurred by the COUNTY for the planning and constructing the Randall Road Project, including improvements that will facilitate access to existing and future development within the Subject Corridor contiguous to Randall Road. The City shall pay the County; (i) \$490,000.00 within 30 days of the issuance of the permit for the construction of an intersection at Access Point E, (ii) \$490,000.00 within thirty days after the opening to the public of the Intersection at Access Point E and (iii) \$490,000.00 within two (2) years of the opening of the Intersection at Access Point E to the public.

6. The COUNTY agrees to work with the CITY and the property owner(s)/develop(s) within the Subject Corridor contiguous to Randall Road to incorporate, where possible and appropriate, changes to the Randall Road Project to assist with facilitating the relocation of access points C, E, and H and the construction of improvements needed to safely and efficiently accommodate proposed development. Such improvements may include the abandonment and subsequent relocation of access points C and E and H and the construction of traffic signals proposed at the future Woodward Drive intersection. The Parties anticipate that any and all such improvements and related costs will be at the expense of the property owner(s)/developer(s) requesting such improvements.
7. All access points on Randall Road within the Subject Corridor contiguous to Randall Road shall be subject to the review and approval of the COUNTY. Access points will be permitted in accordance with this Agreement and the KDOT-TPR and any other applicable regulations and design standards. If, however, there is a conflict between said KDOT-TPR and this Agreement, the terms of this Agreement shall control. Pursuant to 765 ILCS 205/2 et. seq. and 605 ILCS 5/8-102, the CITY shall obtain written approval or plat approval from the COUNTY, whenever any property within the Subject Corridor is proposed to be developed with any ingress to and egress from Randall Road, Access Road, and Access Road extension or connection, to ensure that the proposed intersection design and Randall Road intersection improvements are acceptable to the COUNTY.
8. The COUNTY shall own, operate and maintain the roadway lighting, future traffic signals and signal interconnect systems, and emergency vehicle preemption system within the right-of-way of Randall Road. The CITY shall pay the cost to energize and maintain such roadway lighting, future traffic signals and signal interconnect systems, and emergency vehicle preemption system within the Subject Corridor of Randall Road. This obligation shall be deemed to include all costs associated with the operation and maintenance of said signals, signal interconnect, and preemption systems and street lighting and approach lighting including, but not limited to, the lamps, brackets, poles, cable, and special equipment for Randall Road, Dean Street, Route 64 and Access Points C and E as part of the Randall Road Project. "Maintenance" is defined as the periodical replacement of the elements listed herein which have failed due to normal use and operation or due to accidental damage. The CITY is not required to replace any part or parts of the lighting system that warrant replacement due to changes in the COUNTY's lighting policy or due to roadway widening or other projects initiated or approved by the COUNTY. The CITY is

not responsible for replacement of part or parts of the system due to damage caused by utility companies, public bodies or other entities using the Randall Road right-of-way for approved purposes. In the event that any reimbursable costs are billed to and paid by the COUNTY, the CITY shall reimburse the COUNTY within forty-five (45) days of the receipt of an invoice for the CITY's share of the actual costs incurred.

9. Upon (i) receipt of all necessary right of way, storm water detention, a complete permit application and, (ii) the review and subsequent approval thereof by the County Engineer, the COUNTY agrees to grant a permit for widening Randall Road, traffic signals and other related improvements for the intersection of Randall Road and Woodward Drive (Access Points "C" & "E"). The permit will allow for a signal to be installed in conjunction with the construction of the westerly leg of future Woodward Drive at Randall Road. The CITY or the property owner(s)/developer(s) shall be responsible for the cost of design, constructing and installing said intersection improvements. The goal of the Parties is to construct the entire Signalized Full Intersection at Woodward Drive and Randall Road as one project. However, the Parties contemplate that the construction of the Full Signalized Intersection of Woodward Drive may be phased over time and shall be initially accomplished by the permitting and construction of the west leg of the intersection of Woodward Drive and Randall Road (that portion of the intersection west of the centerline of Randall Road) first. In the event that the phased approach to the intersection construction for Woodward Drive and Randall Road is utilized, then the right of way and storm water detention requirements necessary for only that phase of the intersection to be constructed will be required by the COUNTY.

10. At the completion of the Randall Road Project, a storm water management facility shall have been constructed by the COUNTY along the west side of Randall Road immediately south of the Union Pacific Railroad tracks as illustrated on the conceptual plan attached as Exhibits "A2" and "A3". This facility currently has the storm water capacity of 11 acre feet (ac-ft) and services the needs of the Randall Road Project as defined by the COUNTY's Storm Water Ordinance. The CITY and COUNTY agree that the storm water detention facility has the ability to be expanded to a capacity of 16.6 ac-ft. The COUNTY will permit the CITY or their agents, subject to the conditions of the existing easement therefor, to construct the incremental additional capacity up to 5.6 ac-ft in the future. This construction of incremental additional capacity shall take place if adjacent development desires to manage storm water with a facility at the location of the afore described storm

water management facility. The COUNTY agrees to permit adjacent development to utilize up to but not to exceed 4 ac-ft of the incremental additional capacity. The COUNTY and CITY agree that 1.6 ac-ft is required and reserved exclusively to the COUNTY for the future expansion of Randall Road as contained in the COUNTY adopted Kane County 2030 Transportation Plan in accordance with the current County of Kane Storm Water Ordinance. Specific conditions related to the 5.6 ac-ft incremental additional capacity are as follows:

- i. The CITY or their agents will agree to build the 1.6 ac-ft of additional capacity for the future expansion of Randall Road as referenced herein above with the first event of construction activity to enlarge the aforesaid storm water management facility. The costs for enlarging the storm water management facility including design and construction engineering, construction and landscaping will be a CITY expense.
- ii. The COUNTY shall review and approve the design for the storm water facility. The COUNTY's approval shall not unreasonably be withheld.
- iii. The CITY agrees to maintain the storm water detention facility at its sole cost and expense.

11. The Parties agree to cooperate during the development review process for development of property within the Subject Corridor. The CITY shall solicit the COUNTY's review and comment prior to any development approval including but not limited to annexation, subdivision, zoning, or land use changes. The CITY agrees to solicit the COUNTY's advice on transportation, right of way, storm water, detention, and traffic issues for any annexation agreement covering property within the Subject Corridor which is contiguous to Randall Road. To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to cause to be provided in the name of the County of Kane additional right of way and storm water detention to accommodate current and future projected Randall Road widening as set forth in the Kane County 2030 Transportation Plan and the KDOT-TPR at no cost to the Parties.. In the event that the CITY fails to provide the additional right of way and/or storm water detention, for the intersection(s) at Access Point C and/or at Access Point E, the COUNTY shall not approve or otherwise permit an intersection at either of the aforesaid access

point(s) for which right of way and storm water detention has not been provided by the CITY unless otherwise provided for in this Agreement.

12. In the exercise of its authority over development entitlements, the CITY will use its best efforts to provide, or cause to be provided, utility easements located outside the present or planned future right of way of Randall Road unless otherwise agreed to by the County Engineer. All utilities located within the right of way of Randall Road shall require a permit from the COUNTY. The Parties acknowledge and agree that the COUNTY shall have no obligation to place any utilities in its right of way, but will work with the CITY to reasonably accommodate utility placement in COUNTY right-of-way where necessary.
13. Except as otherwise provided herein, the Parties agree that Access Roads intersecting Randall Road should provide a minimum distance (the throat) between Randall Road and any other intersecting Access Roads of five hundred feet (500') or the minimum throat length as provided in the KDOT-TPR or any lesser distance as may be approved by the County Engineer.
14. The Randall Road Project includes a landscape barrier median in certain locations. The Parties agree that the CITY may, in the future, develop a plan to modify the median landscape as included in the Randall Road Project. Any costs for the design, construction and maintenance of the median landscaping shall be the sole responsibility of the CITY.
15. The CITY shall indemnify, defend, and save harmless as herein provided, the COUNTY, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the CITY, and/or their employees, officers, agents, or servants, or out of, caused by, or in consequence of and relating in any manner to the CITY's design, construction, and maintenance of any landscaped median within the right-of-way of Randall Road.

16. Nothing in this Agreement shall be construed to require either Party to exercise the power of eminent domain or to take any action which either Party reasonably believes constitutes an unlawful regulatory taking under the law. Nothing in this Agreement shall be construed to authorize the COUNTY to exercise any zoning, subdivision, or other land use or building authority with respect to property located within, or which, pursuant to the terms of any annexation agreement, is proposed for inclusion within, the corporate limits of the CITY. Nothing in this Agreement shall be construed to authorize the CITY to exercise any authority conferred by law upon the COUNTY. Nothing in this Agreement shall be construed to require either Party to mandate any action by a third party that is not permitted by law.
17. The Parties acknowledge and agree that Exhibits B1 and B2 are a conceptual plan intended to demonstrate an intention by the Parties that the property as depicted thereon shall be improved with a system of access roads, and cross access easements which will serve the purpose of dispersing traffic in a manner which will serve to reduce traffic loads on Randall Road. The COUNTY acknowledges that the actual development of the property might require the location of access, roads and cross access easements in places other than those depicted on Exhibits "B1" and "B2". Provided that the CITY's processing and approval of any development proposal covering the property contiguous to Randall Road within the Subject Corridor is coordinated with the COUNTY as required by Paragraph 11 hereof, and provided such development proposal makes reasonable provision for access roads and cross access easements intended to serve the same planning purposes stated herein, such substitute access road, and cross access easements will not be deemed to violate this Agreement.
18. This Agreement shall be in full force and effect for a period of 20 years from and after the date first stated above. Notwithstanding the foregoing, and assuming that the COUNTY has received complete and correct applications for permit approvals for the Access Points C (relocated) and E, as described in Paragraph 3 hereof, and assuming that the County Engineer has approved said complete and correct permit applications, should the COUNTY fail to issue such permits within the first forty eight (48) months of the term of this Agreement, the CITY shall have the unconditional right to terminate this Agreement.
19. In the event that any future development occurs on property contiguous to the Subject Corridor as heretofore identified on Exhibits – and/or with respect to any future

development along any access road within the Subject Corridor which intersects with Randall Road (i.e. Woodward Avenue) that generates vehicular traffic that meets or exceeds warrants for any additional improvement(s) to said intersection(s) or that, in the opinion of the County Engineer, degrade the operation of the intersection(s) and consequently the operation of Randall Road, then the CITY acknowledges that the COUNTY may at its sole option control and restrict to any extent, any intersection within the Subject Corridor until such time that the operational level of the intersection(s) is improved to the satisfaction of the County Engineer.

20. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

21. This Agreement may not be modified, amended or otherwise altered except upon the execution of a written amendment thereto properly authorized and executed by each of the Parties hereto.

Executed this 1st day of ^{December} November, 2006, at Geneva, Illinois.

COUNTY OF KANE

By: Karen McConaughy
County Board Chairman

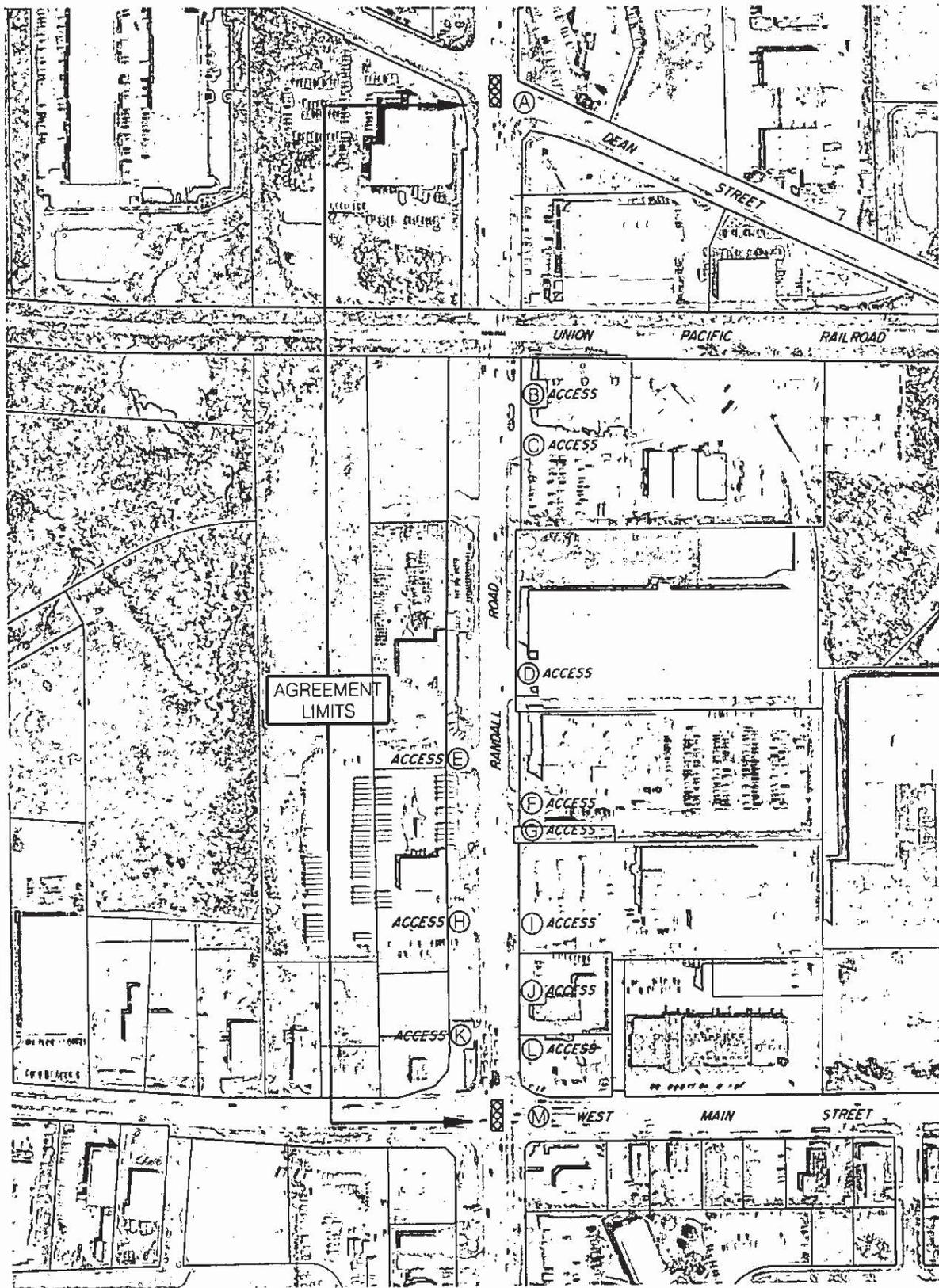
Attest: J. McConaughy
County Clerk



CITY OF ST. CHARLES

By: David P. Peltz
Mayor

Attest: Christine Sillas
Deputy City



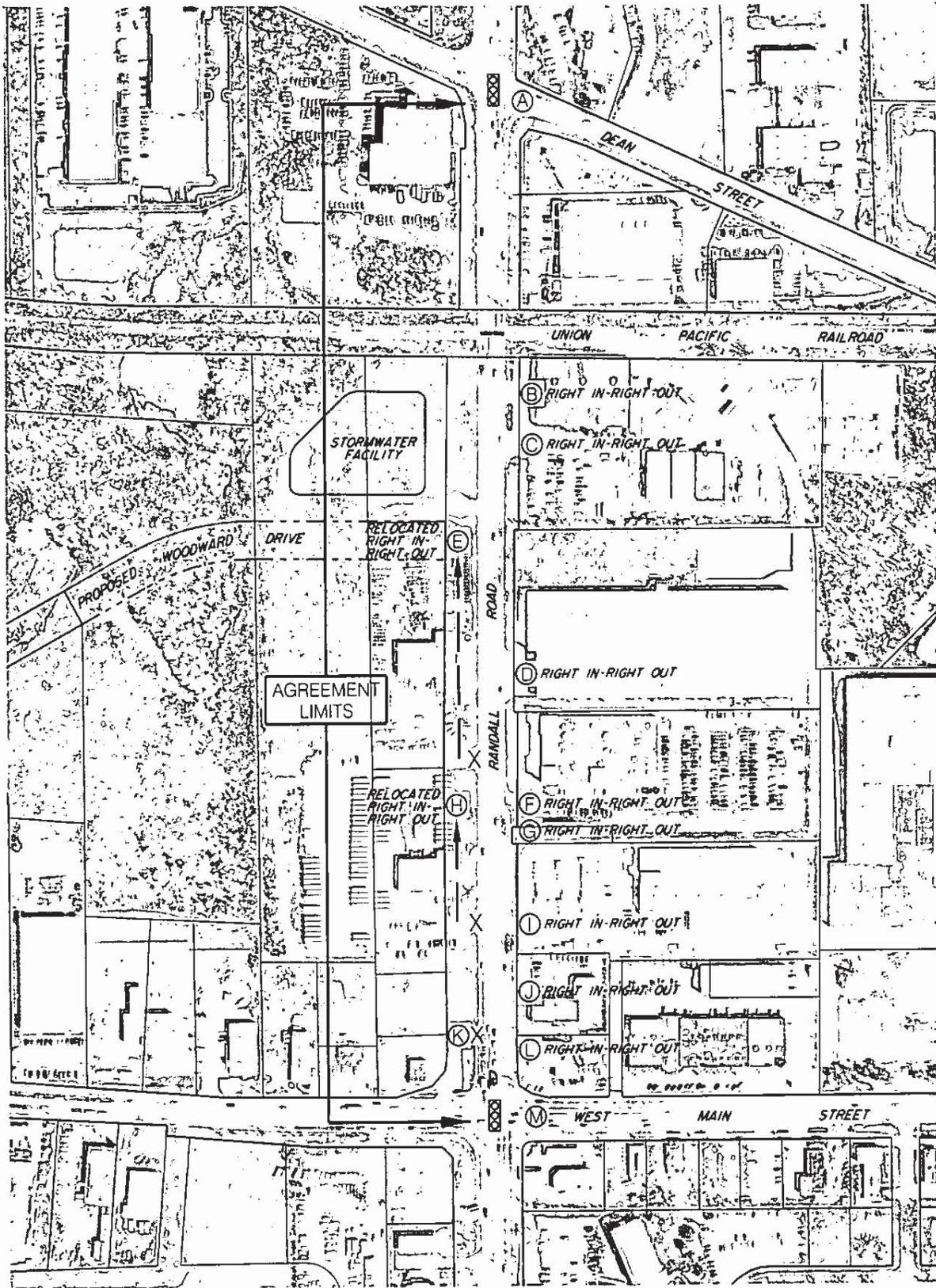
LEGEND

-  EXISTING TRAFFIC SIGNAL
-  PROPOSED TRAFFIC SIGNAL
-  ACCESS POINT
-  REMOVE ACCESS POINT

RANDALL ROAD IGA
EXISTING CONDITIONS



Scale: 1" = 300'
Date: September 22, 2006
Aerial: Spring 2004
File: Randall-IGA-3.dgn



LEGEND

-  EXISTING TRAFFIC SIGNAL
-  PROPOSED TRAFFIC SIGNAL
-  ACCESS POINT
-  REMOVE ACCESS POINT

RANDALL ROAD IGA
INTERIM CONDITIONS



Scale: 1"=300'
Date: September 22, 2006
Aerial: Spring 2004
File: Randall-IGA-4.dgn



LEGEND

- ◻◻◻ EXISTING TRAFFIC SIGNAL
- ◻◻◻ PROPOSED TRAFFIC SIGNAL
- Ⓐ ACCESS POINT
- ✕ REMOVE ACCESS POINT

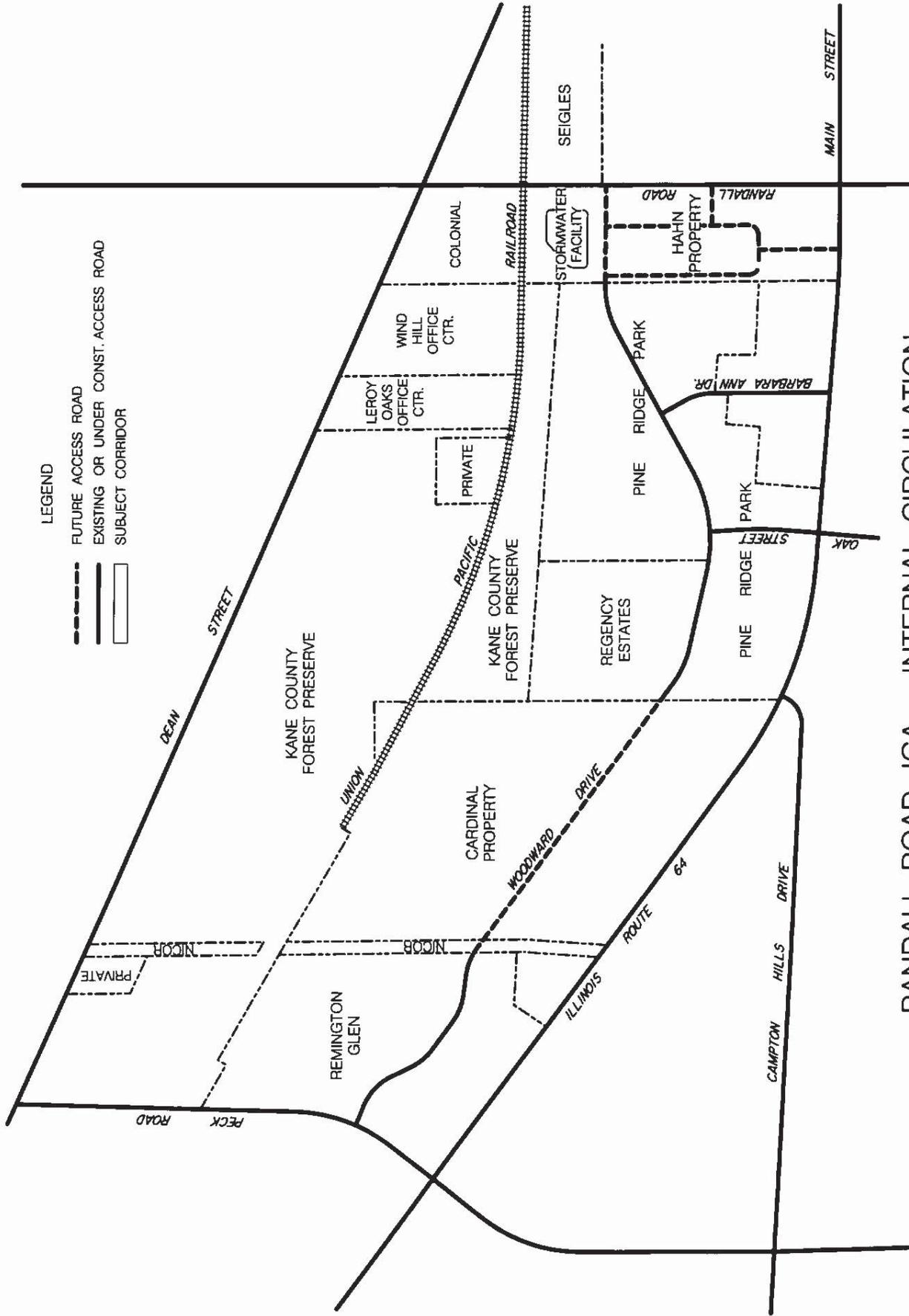
RANDALL ROAD IGA
FUTURE CONDITIONS



Scale: 1" = 300'
 Date: September 22, 2006
 Aerial: Spring 2004
 File: Randall-IGA-5.dgn

LEGEND

- FUTURE ACCESS ROAD
- EXISTING OR UNDER CONST. ACCESS ROAD
- ▭ SUBJECT CORRIDOR



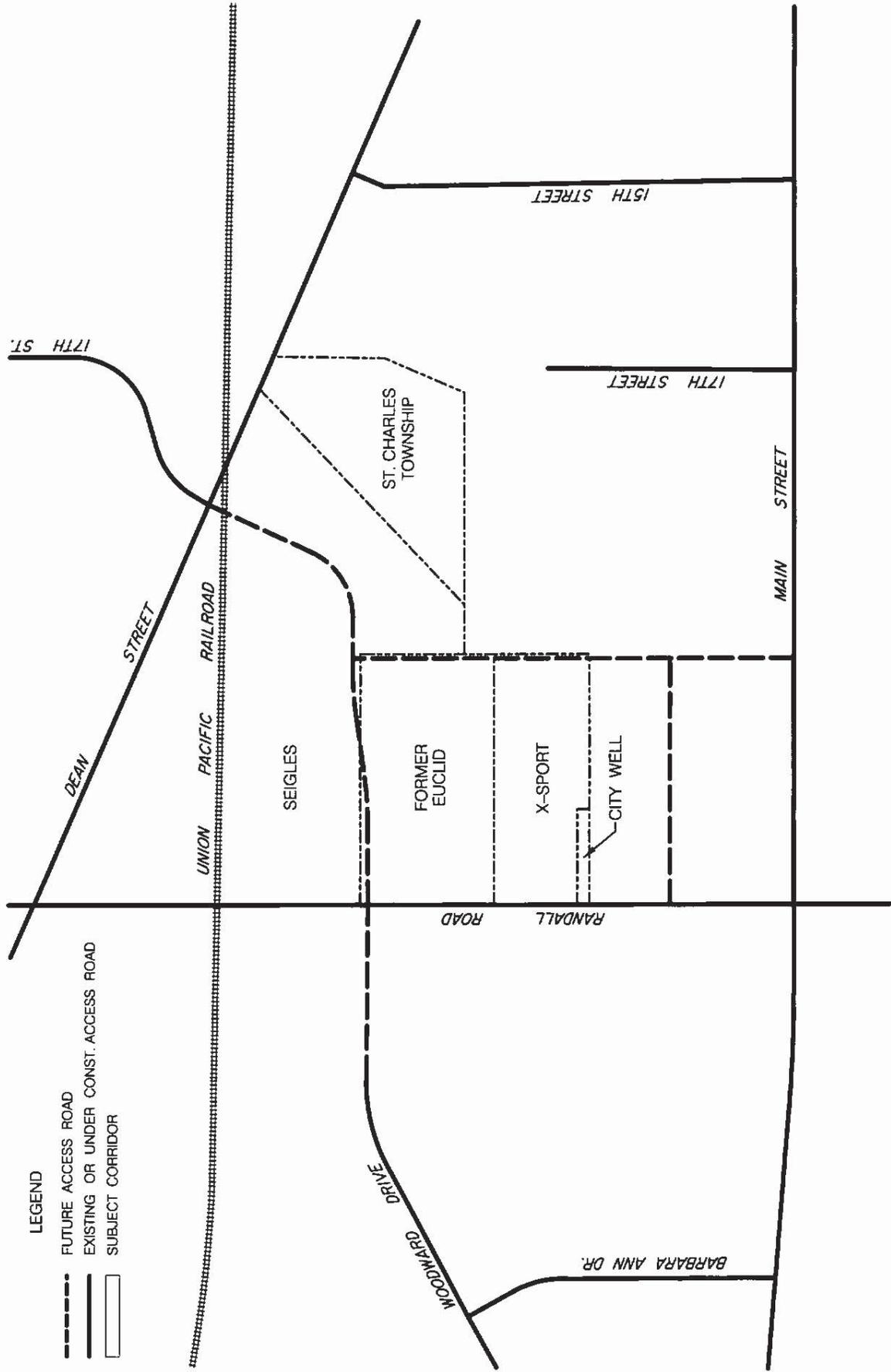
RANDALL ROAD IGA - INTERNAL CIRCULATION
 WEST SIDE
 EXHIBIT "B-1"



Scale: 1" = 700'
 Date: September 22, 2006
 File: Randall-IGA-7.dgn

LEGEND

- FUTURE ACCESS ROAD
- EXISTING OR UNDER CONST. ACCESS ROAD
- ▭ SUBJECT CORRIDOR



RANDALL ROAD IGA - INTERNAL CIRCULATION
EAST SIDE
EXHIBIT "B-2"



Scale: 1"=400'
Date: September 22, 2006
File: Randall-IGA-B.dgn

EXHIBIT "C"

DEFINITIONS

Access, n.: The right of an owner of property immediately adjacent to a highway to ingress to and egress from said property by way of the immediately adjoining highway.

Access Point n.: The permitted location along a highway where ingress to and egress from a property immediately adjoining the highway is allowed. The location of an access point is governed by the Kane County Division of Transportation, Permit Regulations (hereinafter "KDOT-PR") unless otherwise agreed to in writing by the County of Kane.

Access Regulation n.: Various measures utilized by the County of Kane, intended to regulate or control access, including, but not necessarily limited to control, restriction or elimination of an Intersection at an Access Point pursuant to the police power or by other appropriate means of the County of Kane. (See also: KDOT-PR).

Access Road, n.: See also Internal Access Road. A highway or private road that directly connects to an Access Point. That portion of a highway that connects to an Access Point is sometimes referred to as a leg of an Intersection.

Auxiliary Lanes, n.: Lanes, other than through lanes, of the traveled portion of a highway such as dedicated left turn lanes, right hand turn lanes or deceleration lanes.

County Highway, n.: a highway under the exclusive jurisdiction of the County of Kane. "County Highway" may include a highway under the exclusive jurisdiction of the County of Kane for which maintenance or other responsibilities are performed by another unit of government pursuant to an intergovernmental agreement with the County of Kane.

County Engineer, n.: the Kane County Engineer.

Cross Access Easement, n.: An easement, granted by the owners of property adjacent to a highway, to the public for highway purposes. Cross access easements are intended to serve as locations for internal access roads or access roads to connect properties adjacent to the highway to an access point.

Detention, n.: A dry bottom earthen depression in the ground utilized for the temporary storage and controlled discharge of storm water.

Development, n.: any change or conversion in any use of real property that causes or otherwise requires, due to any increase in the amount of vehicular traffic either entering and/or leaving the real property, the laying out, provision of construction of any new means or the enlarging or extending any existing means of ingress and egress at a new or existing Access Point to or from a County Highway. Development includes "re-development" and the improvement of vacant land.

Highway, n.: A general term for denoting a public way for purposes of the travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor. "Highway" includes a City of St. Charles street or a township road.

Internal Access Road, n.: A highway servient to and which runs generally parallel with a dominant County highway and is sometimes referred to as a "frontage road" or a "local service drive" as defined by the Illinois Highway Code (605 ILCS 5/8-105). An internal access road is intended to collect traffic generated from properties adjacent to the frontage road to convey the traffic to an Access Road and an Access Point on a County or other highway.

Intersection, n.: The area within the right of way of two different highways, access roads, internal access roads, private roads, alleys, driveways within which vehicles traveling on the traveled portion of each highway come into conflict with one another. The junction of a private alley or a private driveway with a highway may for purposes of this Agreement constitute an intersection. Intersection includes:

- A. **Full Intersection, n.:** An Intersection of two highways that has four intersecting legs which allows traffic certain traffic movements to and from each leg of the intersection to any other leg of the intersection.
- B. **Right In/Right Out Only, n. :** A "T" Intersection where the movement of traffic is limited to the following movements only: (i) through movements on the horizontal legs of the "T", (ii) a right hand turning movement only from the left horizontal leg of the "T" to the vertical leg of the "T" and, (iii) a right hand turning movement only from the vertical leg of the "T" to the right hand leg of the "T". No left hand turns are permitted on a right in/right out only intersection.
- C. **Right In Only, n.:** An intersection where the movement of traffic on a County Highway is limited to only a right hand turning movement from the County Highway into property adjacent to a County Highway.
- D. **Right Out Only, n.:**
- E. **Signalized Intersection, n.:** An intersection that utilizes signalization, such as a Signalized Full Intersection or a Signalized "T" Intersection.
- F. **"T" Intersection, n.:** An intersection of two highways or the intersection of a highway and an access road, internal access road, private drive or alley that has only three intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection. As its name implies this intersection appears as various forms of the letter "T".

Intersection Lighting, n.: Overhead electric lighting at an Intersection intended to illuminate the pavement surface of the Intersection as may be required by the County Engineer of Kane County or the KDOT-TPR.

KDOT-PR, n.: The Kane County Division of Transportation, Permit Regulations as amended from time to time and duly authorized by the Kane County Board.

MUTCD, n.: The most recent addition of the Manual of Uniform Traffic Control Devices.

Owner(s)/developer(s), n., An owner or any other person or entity having any interest in real estate.

Planning Jurisdiction, n.: The area described in the Illinois Compiled Statutes by 65 ILCS 5/11-12-5 through 65 ILCS 5-11-12-6 of the Municipal Code over which the City of St. Charles has planning authority.

Private Road, n.: A way for the purpose of travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor that is not intended for use by the general public, or alternatively, not under the jurisdiction of a unit of government.

Property Adjacent to Randall Road, n.: Real estate that is contiguous to the right of way of Randall Road and/or any other real estate that desires ingress to and egress from Randall Road.

Retention, n.: A wet bottom earthen depression in the ground utilized for the temporary and or permanent storage and controlled discharge of storm water.

Roadway Lighting, n.: Overhead electric lighting adjacent to a highway intended to illuminate the pavement surface and surrounding area as may be required by the County Engineer of Kane County.

Signalization, n.: Electronic traffic control devices also referred to as: traffic lights, traffic control devices, stop and go lights or traffic control signals, intended for the regulation of vehicular and pedestrian traffic at an Intersection where such devices on different legs of the same intersection alternately direct traffic to stop and to proceed. Signalization is designed, constructed operated and maintained to the satisfaction of the County Engineer of Kane County.

Signal Interconnect System, n.: An electronic system designed and intended to electronically connect signalization at various Intersections into a continuous series for the intended purpose of coordinating the movement of traffic through the various signalized intersections. Signal interconnect systems are designed, constructed, operated and maintained to the satisfaction of the County Engineer of Kane County.

Throat, n.: The area of a highway, access road, internal access road, leg of an Intersection, private road, alley or driveway where the Intersection with any of the same is not permitted.

**AMENDMENT NO. 1
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ST. CHARLES AND THE COUNTY OF KANE
REGARDING ACCESS AND IMPROVEMENTS TO RANDALL ROAD
FROM IL64 TO DEAN STREET**

This Amendment No. 1 to the Intergovernmental Agreement Between the City of St. Charles and the County of Kane Regarding Access and Improvements to Randall Road from IL 64 to Dean Street, (hereinafter referred to as "AMENDMENT NO. 1"), is made and entered into as of this _____ day of _____, 2018 by and between the City of St. Charles, a municipal corporation of the State of Illinois, hereinafter referred to as "CITY", and the County of Kane, a body corporate and politic of the State of Illinois, hereinafter referred to as "COUNTY." The COUNTY and the CITY are sometimes collectively referred to as the "PARTIES" and each individually as a "PARTY".

WITNESSETH

WHEREAS, the CITY and COUNTY entered into an Agreement executed by the PARTIES on December 1, 2006 titled: Intergovernmental Agreement Between the City of St. Charles and the County of Kane Regarding Access and Improvements to Randall Road from IL64 to Dean Street, (hereinafter referred to as "the AGREEMENT"); and

WHEREAS, at the request of the CITY, the CITY and COUNTY desire to amend various provisions of the AGREEMENT to modify the payment schedule for funds owed by the CITY to the COUNTY in relation to the improvement of Randall Road.

NOW, THEREFORE, in consideration of the mutual covenants contain herein, and for other good and valuable consideration the sufficiency of which is agreed to by the PARTIES hereto, both the COUNTY and the CITY mutually covenant, agree and bind themselves as follows, to wit:

1. Section 5 of the AGREEMENT is hereby amended in its entirety and shall read as follows:
 5. The Randall Road Project includes improvements that benefit both the CITY and COUNTY. The CITY agrees to contribute \$1,470,000 toward that part of the Randall Road Project within the Subject Corridor. The CITY's contribution is in consideration of the expenses incurred by the COUNTY for the planning and constructing the Randall Road Project, including improvements that will facilitate access to existing and future development within the Subject Corridor contiguous to Randall Road. The City shall pay the County; (i) \$490,000.00 within one (1) year of the issuance of the permit for the construction of an intersection at Access Point E, (ii) \$490,000.00 within one (1) year after the opening to the public of the Intersection at Access Point E and (iii) \$490,000.00 within three (3) years of the opening of the Intersection at Access Point E to the public. Notwithstanding any term of years otherwise provided

in Section 20 hereof, the CITY's obligations pursuant to the provisions of this Section 5 shall survive the term of this Agreement.

2. Section 18 of the AGREEMENT is hereby amended in its entirety and shall read as follows:

18. This Agreement shall be in full force and effect for a period of 20 years from after the date of this AMENDMENT NO. 1. Notwithstanding the foregoing, and assuming that the COUNTY has received complete and correct applications for permit approvals for the Access Points C (relocated) and E, as described in Paragraph 3 hereof, and assuming that the County Engineer has approved said complete and correct applications, should the COUNTY fail to issue such permits within the first forty eight (48) months after the approval of the permit applications, the CITY shall have the unconditional right to terminate this Agreement.

Except as expressly provided in this AMENDMENT NO. 1, all other terms, conditions and provisions of the AGREEMENT shall continue in full force and effect as provided therein.

IN WITNESS WHEREOF, the CITY and COUNTY have entered into this AMENDMENT NO. 1 effective as of the date first set forth above.

COUNTY OF KANE

CITY OF ST. CHARLES

By: _____
Chris Lauzen
Chair, County Board
Kane County, Illinois

By: _____
Raymond P. Rogina
Mayor, City of St. Charles

ATTEST:

ATTEST:

By: _____
John A. Cunningham
Clerk, County of Kane

By: _____
City Clerk