

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE VILLAGE OF LOMBARD AND
MILTON TOWNSHIP, ILLINOIS**

AGREEMENT entered into as of the ____ day of _____, 2005, by and between the Illinois State Toll Highway Authority, an agency and instrumentality of the State of Illinois (the "TOLLWAY"), the Village of Lombard, an Illinois municipal corporation (the "VILLAGE"), and the Township of Milton, a body corporate and politic of the County of DuPage and State of Illinois (the "TOWNSHIP"):

WITNESSETH

WHEREAS, the TOLLWAY and the TOWNSHIP entered into an Intergovernmental Agreement dated April 15, 1987, (the "Construction IGA") which sets forth the terms and conditions for cooperation between the TOLLWAY and the TOWNSHIP in relation to construction of I-355 in Milton Township, and

WHEREAS, under the Construction IGA, the TOLLWAY acquired property in unincorporated Milton Township, including a portion of the right-of-way of Pleasant Lane, for construction of a grade separation structure carrying Pleasant Lane over I-355, and

WHEREAS, under the Construction IGA, upon completion of the construction of I-355, the TOWNSHIP assumed responsibility for the maintenance, repair and reconstruction of the TOWNSHIP roadways which were altered or constructed as part of the construction of I-355, and the TOLLWAY agreed to transfer to the TOWNSHIP its right, title and interest to any and all such roadways, and

WHEREAS, since completion of construction of I-355, certain Parcels (as defined below) comprising the east approach of the Pleasant Lane grade separation structure (the "East Approach") have been maintained by the TOWNSHIP but have not been conveyed to the TOWNSHIP, and

WHEREAS, the VILLAGE desires to annex into the VILLAGE certain properties adjacent to the east right-of-way line of I-355 which are contiguous with the East Approach, and

WHEREAS, in connection with annexation of those properties, the VILLAGE desires to assume the rights and obligations of the TOWNSHIP under the Construction IGA as to the TOLLWAY Parcels (as defined below) comprising the East Approach, , and

WHEREAS, the TOLLWAY and the TOWNSHIP desire to transfer to the VILLAGE the rights and obligations of the TOWNSHIP under the Construction IGA as to the East Approach, and

WHEREAS, the TOLLWAY, the VILLAGE and the TOWNSHIP, in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, desire to establish their respective rights and obligations as to the East Approach, and

WHEREAS, the TOLLWAY, the VILLAGE and the TOWNSHIP are governmental entities which are subject to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and have a duty to mutually cooperate in providing services to the public, and

WHEREAS, the TOLLWAY, the VILLAGE and the TOWNSHIP are each units of local government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into this Agreement,

NOW, THEREFORE, in consideration of the foregoing representations and the performance of the mutual covenants set forth herein, the parties agree as follows:

ARTICLE I
Transfer of Obligations

1.1 The TOWNSHIP agrees to:

- (a) transfer to the VILLAGE its right to receive conveyance from the TOLLWAY of the Parcels (as defined below) comprising the East Approach;
- (b) release and waive any claim for conveyance of those Parcels (as defined below) by the TOLLWAY.

1.2 The VILLAGE agrees to:

- (a) accept conveyance from the TOLLWAY of the Parcels (as defined below) comprising the East Approach;;
- (b) assume responsibility for maintenance, repair and reconstruction of the East Approach, including maintenance of drainage at the East Approach.

1.3 The TOLLWAY agrees to:

- (a) transfer to the VILLAGE all its right, title and interest to the Parcels (as defined below) comprising the East Approach;

- (b) release the TOWNSHIP from any obligation as to maintenance, repair and reconstruction of the East Approach.

1.4 The Parties mutually agree to:

- (a) cooperate in securing necessary approvals, if any, of the Illinois Department of Transportation or the County of DuPage Transportation Department to the transfer of jurisdiction of the Parcels (as defined below) comprising the East Approach;
- (b) cooperate in preparing such documents as may be necessary and convenient to complete the conveyance of the Parcels (as defined below) comprising the East Approach;
- (c) exchange such documents and information as may be necessary and convenient to provide for the maintenance, repair and reconstruction of the East Approach;
- (d) facilitate the annexation of the Parcels (as defined below) and the contiguous properties into the VILLAGE

ARTICLE II

Conveyance of Parcels

- 2.1 The TOLLWAY Pleasant Lane properties comprising the East Approach are identified as NS-02-171, NS-02-173, NS-02-174, NS-02-183, and NS-02-184, which are depicted and legally described in Exhibit "A", which is attached hereto and made part of this Agreement for all purposes.
- 2.2 The VILLAGE represents that it has reviewed the existing documents showing title and survey for the Parcels as held by the TOLLWAY and agrees to accept conveyance from the TOLLWAY by plat of dedication, and the VILLAGE will prepare, at its sole cost and expense, such evidence of title and plats as are reasonably acceptable to the VILLAGE.
- 2.3 The VILLAGE represents that it is familiar with the Parcels and the condition of the roadway improvements thereon, and agrees accept the Parcels and roadway improvements in "as is" condition.
- 2.4 The TOLLWAY will convey the Parcels without compensation or consideration by the VILLAGE, provided, however, that:
 - a) the Parcels were acquired for roadway purposes, and that upon conveyance or vacation by the VILLAGE of any portion of the Parcels to a private party (other than in connection with re-routing, alteration or replacement of the Pleasant Lane roadway), the VILLAGE shall reimburse the TOLLWAY for any portion of such Parcels so conveyed or vacated, at the rate of \$1.10 per

square foot, as adjusted for the increase in the Consumer Price Index from January 1, 1991, to the date of such conveyance or vacation;

- b) in accordance with the purpose of the Construction IGA, in the event any portion of the Parcels is required in the future for Toll Highway improvements, the VILLAGE will reconvey that portion of such Parcels to the TOLLWAY, upon the same terms as provided between the TOWNSHIP and the TOLLWAY in the Construction IGA, provided the VILLAGE has not previously conveyed or vacated same; and
- c) that these provisions may be noted in the plat of dedication by the TOLLWAY to the VILLAGE.

2.5 It is understood and agreed that the TOLLWAY does not consent to transfer any interest of the TOLLWAY which is necessary to the maintenance and operation of the Toll Highway System, and any transfer of title hereunder shall not alter rights or obligations of the TOLLWAY as to such facilities, including but not limited to drainage structures which carry exclusively TOLL HIGHWAY drainage, if any, that presently are on the Parcels being conveyed to the VILLAGE.

ARTICLE III
General Terms

- 3.1 This Agreement shall be effective upon its execution by all the parties.
- 3.2 This Agreement may be executed in multiple counterparts, each of which shall be considered a duplicate original.
- 3.3 This Agreement may be amended, modified or superseded only by a further writing duly executed by all parties.

IN WITNESS WHEREOF, each of the parties has executed this Agreement pursuant to authorization of its corporate authorities, effective on the date first shown above.

ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

Date: _____

By: _____
Chairman of the Board

ATTEST: _____
Its Secretary

Approved as to Form and Constitutionality:

Attorney General, State of Illinois

VILLAGE OF LOMBARD

Date: _____

By: _____
Village President

ATTEST: _____
Deputy Village Clerk

TOWNSHIP OF MILTON

Date: _____

By: _____
Township Supervisor

ATTEST: _____
Township Clerk