

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE VILLAGE OF LOMBARD
FOR ANNEXATION OF LAND INTO THE VILLAGE**

INTERGOVERNMENTAL AGREEMENT (“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”) and the Village of Lombard, an Illinois municipal corporation (the “VILLAGE”),

WITNESSETH:

WHEREAS, the TOLLWAY and the VILLAGE 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 and the VILLAGE 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; and

WHEREAS, the TOLLWAY is an instrumentality and administrative agency of the State of Illinois, which is directed and empowered pursuant to the Toll Highway Act (605 ILCS 10/1 *et seq.*) to construct, operate, regulate and maintain a system of toll highways; and

WHEREAS, the VILLAGE is an Illinois Municipal Corporation, which is directed and empowered by the Illinois Municipal Code (65 ILCS 5/1 *et seq.*) to

do such acts as may be necessary and prudent in the management of all affairs and matters pertaining to the VILLAGE; and

WHEREAS, the VILLAGE has requested that the TOLLWAY allow annexation to the VILLAGE of certain TOLLWAY property (the “Annexation Areas”), identified by the TOLLWAY Parcels numbers shown on Exhibit “A” and legally described and depicted on the plat attached as Exhibit “B”, which Exhibits are attached hereto and made part hereof; and

WHEREAS, the TOLLWAY has consented to annexation by the VILLAGE of the Annexation Areas; and

WHEREAS, the VILLAGE and the TOLLWAY desire to set forth the terms and conditions by which the VILLAGE will annex the Annexation Areas,

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

1. The parties agree to take all actions and execute all documents reasonably necessary to annex into the VILLAGE the Annexation Areas, as legally described and depicted on Exhibit “B”.

2. The VILLAGE agrees that it will in no way interfere with the exclusive policing of the roadways under the jurisdiction of the TOLLWAY which lie within the Annexation Areas, by the TOLLWAY, its employees, agents or the Illinois State Police.

3. The VILLAGE agrees that it will in no way interfere with the traffic on the roadways or the operation of the Toll Highway system in the Annexation Areas.

4. The VILLAGE agrees, to the extent the VILLAGE has or in the future secures authority or control thereof, to cause to be made or make existing and/or future water and sewer service available to the TOLLWAY for the Annexation Areas. Upon request by the TOLLWAY, the VILLAGE shall provide such services to the TOLLWAY on the same terms and at the same rates which are in effect for other VILLAGE resident users of such services, provided that any and all permits, connection or other fees related to the installation of such services shall not be assessed against the TOLLWAY or its contractors. Notwithstanding the foregoing, the VILLAGE shall not be required to extend any water or sewer main, at VILLAGE expense, to serve TOLLWAY property within the Annexation Areas.

5. The VILLAGE agrees that it will make existing and/or future fire and ambulance protection services available to the TOLLWAY within the Annexation Areas on the same terms and at the same rates which are in effect for other VILLAGE resident users of such services.

6. The VILLAGE agrees that the TOLLWAY is an instrumentality and administrative agency of the State of Illinois and the VILLAGE shall not subject property owned by, or leased to or by, the TOLLWAY within the Annexation Areas to local rule, regulation, ordinance or code provisions, except that all

health and safety rules and regulations relative to any water or sewer service as referenced in paragraph 4 above shall be followed by the TOLLWAY.

7. Except for its legal share of any sales tax, the VILLAGE agrees not to impose or levy any tax, special assessment or fee of any nature against the operations or property of the TOLLWAY or its agents or lessees within the Annexation Areas, which the TOLLWAY or its agents or lessees would not now, or would not hereafter, be subject to but for this Agreement for annexation.

8. The VILLAGE agrees to abide by the TOLLWAY's standard permit procedures and requirements for any projected work which affects the Annexation Areas.

9. The VILLAGE agrees that it will not permit any billboards or any other advertising devices within a distance of five hundred (500) feet of the roadway right-of-way lines of the roadways under the jurisdiction of the TOLLWAY within the Annexation Areas, except for business signs identifying and advertising the business conducted on the premises within the said five hundred (500) foot distance, or "For Sale" or "For Rent and/or Lease" signs relating to the premises on which the signs are located.

10. The VILLAGE agrees that it will not allow any construction adjacent to the roadways under the jurisdiction of the TOLLWAY within the Annexation Areas, which would cause interference with the TOLLWAY's communications system.

11. The VILLAGE agrees that it will reimburse the TOLLWAY for all reasonable costs which the TOLLWAY incurs in connection with this annexation.

12. The Village agrees that it will assume full compliance with all Illinois laws regarding annexation of the Annexation Areas by the Village.

13. The Village agrees it will not assess any annexation fees to or against the TOLLWAY as a result of annexation of the Annexation Areas.

14. The parties agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Village of Lombard

By: _____
Village President

ATTEST: _____
Village Clerk

Illinois State Toll Highway Authority

By: _____
Its Chairman

ATTEST: _____
Its Secretary

Approved as to Form and Constitutionality

Lisa Madigan, Attorney General, State of Illinois