

HIGHWOOD/HIGHLAND PARK INTERGOVERNMENTAL PLANNING AGREEMENT OF 1996

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PREAMBLES

WHEREAS, the City of Highland Park (hereinafter referred to as "HIGHLAND PARK") is a home rule unit and municipal corporation located in Lake County, Illinois; and the City of Highwood (hereinafter referred to as "HIGHWOOD") is a non-home rule municipal corporation also located in Lake County, Illinois; and

WHEREAS, the corporate boundaries of HIGHLAND PARK and HIGHWOOD (hereinafter sometimes "the LRA" [Local Redevelopment Authority] or "the PARTIES") abut and/or include a part of what has heretofore been designated as a federal military reservation (hereinafter referred to as "FORT SHERIDAN"), which is legally described in the Fort Sheridan Retrocession Law of 1992, 5 ILCS 541/20-5 (hereinafter referred to as the "RETROCESSION LAW"); and

WHEREAS, upon its incorporation in 1869, the corporate boundaries of HIGHLAND PARK included a portion of land which thereafter was donated to the United States government and became a part of FORT SHERIDAN; and

WHEREAS, upon and following its incorporation in 1886, the corporate boundaries of HIGHWOOD included a portion of land which thereafter became a part of FORT SHERIDAN; and

WHEREAS, FORT SHERIDAN was closed in 1993 and a portion of FORT SHERIDAN being some 714 acres, more or less, which land or territory is shown upon Exhibit "A" (attached hereto and made a part hereof) and will be divided between the PARTIES and annexed by each as depicted in said Exhibit "A" in accord with an "Intergovernmental Boundary Agreement" dated October 25, 1995, by, between

and among HIGHLAND PARK, HIGHWOOD, and The City of Lake Forest, Illinois (hereinafter referred to as the "BOUNDARY AGREEMENT");

WHEREAS, by the terms of this BOUNDARY AGREEMENT all developable real estate located upon FORT SHERIDAN shall be located within the corporate limits of the PARTIES; and

WHEREAS, all property located within FORT SHERIDAN which is currently within, and also which has been allocated for future annexation to either of the PARTIES is hereinafter referred to as the "PROPERTY"; and

WHEREAS, the PARTIES have been designated and are the Local Redevelopment Authority for the PROPERTY, as successor to the now disbanded Fort Sheridan Joint Planning Committee; and

WHEREAS, certain portions of FORT SHERIDAN have been designated as "Surplus" property and certain other portions as "Non Surplus" property for purposes of disposal by the federal authority and

WHEREAS, JOHNSON, JOHNSON & ROY (hereinafter "JJR") has developed plans and projected densities for the Surplus FORT SHERIDAN property; and

WHEREAS, the continued cooperation of the PARTIES is essential to insure appropriate development of the PROPERTY within their respective municipal boundaries; and

WHEREAS, the PARTIES desire to enter into this Intergovernmental Agreement to: 1) compensate each other for increased traffic congestion within their respective corporate boundaries by providing for the orderly transfer of federal grant and/or certain other funds received by either or both of the PARTIES, and 2) also to

create a Joint Plan Commission pursuant to Section 11-12-13 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), and 3) further to unite the PARTIES in carrying out the obligations of each as the Local Redevelopment Authority; and

WHEREAS, the PARTIES ought to ensure an appropriate development by agreeing to the aforesaid, and therefore benefit each community as envisioned by the aforesaid plans, mindful of environmental hazards, other unforeseen circumstances or development schedules, and thereby minimizing any adverse economic impact upon each community, and, continued economic parity between the PARTIES; and

WHEREAS, intergovernmental cooperation between Illinois municipalities, including, but not limited to, Intergovernmental Agreements are specifically provided for by law, and units of local government are authorized and encouraged to enter into Intergovernmental Cooperation Agreements pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq., Section 6 of the Local Land Resource Management Planning Act (50 ILCS 805/1 et seq.), and Section 11-12-13 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.); and

WHEREAS, the corporate authorities of each of the PARTIES have found that the best interests of each of the municipalities, and of the region as a whole, and of the taxpayers and residents of each of the PARTIES will be served by approval and execution of this Intergovernmental Agreement; and

WHEREAS, HIGHLAND PARK, as a home rule unit (as that term is described in the 1970 Illinois Constitution) has full authority to act on any matter pertaining to its government and affairs.

NOW, THEREFORE, it is agreed by and between the PARTIES:

1. Title of Agreement. This Agreement may be called or referred to as the "HIGHWOOD/HIGHLAND PARK INTERGOVERNMENTAL PLANNING AGREEMENT OF 1996".

2. Preambles Incorporated. The preambles of this Intergovernmental Agreement are adopted as though fully set forth herein.

3. Applications.

A. The PARTIES, (or either of them, as they may designate) may apply to the government of the United States of America (hereinafter referred to as the "FEDERAL GOVERNMENT") for federal funds relating to the development, use and planning of the property, or any parts of same. The PARTIES, (or either of them, as they may designate) receiving any such funds shall hold same for use as set forth hereinbelow.

B. Pending the successful negotiation and agreement upon price and terms for the acquisition of the surplus PROPERTY between the LRA and the Army, HIGHLAND PARK may apply to the FEDERAL GOVERNMENT to purchase and act as recipient (Grantee) of land titles to the surplus PROPERTY, in accordance with Section 125(c) of the Military Construction Appropriations Act of 1996 as trustee for the benefit and use of the PARTIES and, if successful, shall hold same for the uses as set forth hereinbelow, under the following additional conditions:

1. Any proposed zoning, including a special use, planned residential development or planned unit development proposed by HIGHLAND PARK to the JOINT PLAN COMMISSION established hereunder, or to HIGHWOOD, or to HIGHLAND PARK's Plan Commission shall be in substantial compliance with the JJR Concept Plan and projected density for the surplus FORT SHERIDAN PROPERTY; and

2. Following the successful negotiation and agreement upon price and terms for the acquisition of the surplus PROPERTY between the LRA and the Army and the conveyance of title to the surplus PROPERTY, HIGHLAND PARK shall have developed with HIGHWOOD and presented to the LRA, a land use plan, annexation agreements, pre-annexation agreements, and such other agreements (including Intergovernmental Agreements) delineating and specifying the land use plan, zoning and annexation of the property, all in compliance with the previously referenced BOUNDARY AGREEMENT; and

3. Subject to the necessary hearings, public input, and zoning and annexation process, neither PARTY to this Agreement will unreasonably withhold its consent to zoning, planned unit development, or planned residential development which substantially complies with the JJR Plan for the FORT SHERIDAN surplus PROPERTY and projected densities for the FORT SHERIDAN surplus PROPERTY; and

4. As HIGHWOOD has hereby agreed, that upon satisfaction of the aforesaid conditions, HIGHLAND PARK may

acquire title and become the recipient of land titles to the surplus PROPERTY, or any parts of same, HIGHLAND PARK shall execute no contract or lease in furtherance of conveyance, or other document imposing limitations upon the acquisition or disposal of the PROPERTY (or any parts of the same) or deferring acquisition of same in fee simple ownership by the City of HIGHLAND PARK, without the specific written consent of the City of HIGHWOOD. The City of HIGHLAND PARK and the City of HIGHWOOD agree that, in providing for the disposition and development of the surplus PROPERTY following the acquisition of title thereto by the City of HIGHLAND PARK, the following general principals shall apply and be applicable to any negotiations with any developer of the surplus PROPERTY:

a. The conveyance of the surplus PROPERTY or portions thereof, title to which is to be received from the Army, shall be conditioned upon the valid annexation of the surplus PROPERTY pursuant to the BOUNDARY AGREEMENT and zoning of the surplus PROPERTY by the City of HIGHLAND PARK and the City of HIGHWOOD pursuant to the approved land use plan, including adoption of required variations, special uses and plats;

b. The imposition on the development of the surplus PROPERTY located in the City of HIGHLAND PARK and the City of HIGHWOOD of the development impact fees presently applicable to development of

property in the City of HIGHLAND PARK pursuant to Resolution dated December 11, 1995 as No. R37-95, in satisfaction of the obligation to make financial contributions and donations to the City of HIGHLAND PARK and the City of HIGHWOOD and other governmental bodies;

c. The imposition by the City of HIGHWOOD of a transfer fee relative to portions of the surplus PROPERTY located in the City of HIGHWOOD equal to the transfer tax applicable to transfers of property in the City of HIGHLAND PARK;

d. Application of uniform schedules for utility, tap-on or connection fees, building permit fees, plan review fees, inspection fees, certificate of occupancy charges and other miscellaneous charges to the development of the surplus PROPERTY in the City of HIGHLAND PARK and the City of HIGHWOOD;

e. Application of uniform building codes to the development of the surplus PROPERTY in the City of HIGHLAND PARK and the City of HIGHWOOD;

f. The provision to residents of the surplus PROPERTY of the same or corresponding level of municipal services, including sanitary and storm sewer, water, police and fire protection regardless of the municipality in which any person resides;

g. Imposition on developers of the surplus PROPERTY of the obligation to (i) comply with agreed construction management plan to minimize the adverse effects of construction; (ii) develop the surplus PROPERTY as a "seamless" community with unlimited access to roadways other than private driveways, (iii) construct all required infrastructure improvements, taking into account the use of available publicly enhanced or sponsored financing opportunities or reimbursement vehicles for infrastructure improvements; (iv) not use the surplus PROPERTY for any purpose entitled to a real estate tax exemption without the consent of the municipality within whose boundaries said PROPERTY lies. However, this limitation on tax exempt shall not apply to buildings on the surplus property which are occupied by an individual owner as his primary residence and which are listed in the National Register of Historic Places;

h. The Cities shall secure reimbursement of costs of outside consultants retained by the Cities, costs of maintenance of the surplus PROPERTY and costs of insurance premiums during the ownership by the LRA or the City of HIGHLAND PARK of the surplus PROPERTY, (understanding that the Cities shall provide police and fire protection and water utility service to the surplus PROPERTY aft--

acquisition of title from the Army), and reimbursement of in-house administrative costs and legal fees incurred by the Cities, as the amount and duration of such reimbursement obligation shall be negotiated with the developer of the surplus PROPERTY, and which reimbursement shall be paid at the earliest date permitted to be paid by the regulations governing the acquisition of the surplus PROPERTY from the Army by the LRA; and

i. Enforcement by the City of HIGHLAND PARK and the City of HIGHWOOD, in cooperation with any developer of the surplus PROPERTY, of any obligations of the Army or other governmental agency for environmental remediation of portions of the surplus PROPERTY and enforcement of applicable governmental environmental indemnification obligations, contractual or statutory, and the procurement of adequate indemnifications, assurances or coverage against environmental or other claims asserted against the City of HIGHLAND PARK, the City of HIGHWOOD and/or the developer of the surplus PROPERTY.

5. Upon receipt of title to said surplus PROPERTY, HIGHLAND PARK shall impose no covenants, easements, conditions of conveyance, or any other limitation whatsoever upon title to any of the surplus property within the proposed HIGHWOOD boundaries without the specific written

consent of HIGHWOOD, which consent shall not be unreasonably withheld; and

6. Upon receipt of title to said surplus PROPERTY, HIGHLAND PARK shall promptly take all steps in order to expeditiously accomplish the annexation of that portion of the PROPERTY into the City of HIGHWOOD, according with and as is specified in the BOUNDARY AGREEMENT; and

7. Upon receipt of title to said surplus PROPERTY, the City of HIGHLAND PARK shall take all steps in order to promptly sell all such surplus PROPERTY to the developer selected by the LRA in order to accomplish the development of the PROPERTY and the goals and intent of this Agreement. Pursuant to joint unanimous resolution of the Cities of HIGHLAND PARK and HIGHWOOD adopted January 29, 1996, ("Resolution"), the Town of Fort Sheridan Company, L.L.C. ("TFSC") was designated as having the right to negotiate with the LRA to become the master developer of the surplus PROPERTY. Consistent with that Resolution and following notification to Army (which notification shall be given as soon as practicable after the date the surplus PROPERTY is acquired by the LRA), then the Cities of HIGHLAND PARK and HIGHWOOD agree to designate TFSC, or any successor or affiliated entity approved by the CITIES, as the Master Developer of the surplus PROPERTY when said surplus PROPERTY is acquired by the LRA, and subject to such further understandings and covenants as agreed to by the Cities and

Developer. The City of HIGHLAND PARK is authorized to enter into such agreements including, but not limited to, Letters of Understanding and Purchase Agreements, as shall be necessary and desirable to give effect to such designation, subject to the provisions of Section 4 hereof, pursuant to the mutual agreement of the Cities.

C. In the event of an unsuccessful negotiation regarding the price and terms for the acquisition of the surplus PROPERTY between the LRA and the Army, the CITIES shall cooperate throughout the public federal property disposal process, to purchase and act as recipient (Grantee) of land titles to the surplus PROPERTY.

D. In the event of an unsuccessful negotiation regarding the price and terms for the acquisition of the surplus PROPERTY between the LRA and the Army, and the dissolution of the LRA, either HIGHLAND PARK or HIGHWOOD, or both may apply to the FEDERAL GOVERNMENT to purchase and act as recipient (Grantee) of land titles to the surplus PROPERTY through the public federal property disposal process.

4. Traffic Impact. Because of the additional traffic being generated in HIGHLAND PARK and HIGHWOOD by the contemplated development of the PROPERTY, and on the basis of the expected and contemplated uneven and widely fluctuating costs to each of the PARTIES as a result of such traffic, the PARTIES shall cause certain payments to be made by one to the other as hereinafter provided, irrespective of where development actually occurs or the actual schedule of building and/or development. As of May 31 of each year

during the term of this Agreement, the PARTIES shall also determine the division of the Revenue received by each in the manner set forth below, using information available on that date from the prior May 1st to April 30th period. Actual payment of money or Revenue (as hereinafter defined) shall be made quarterly during the fiscal year wherein the determination has been made that one PARTY owes money to the other, using the formulas set forth herein.

A. Payments:

1. Definitions. As used in this Section, the following definitions shall apply:

Combined EAV or CEAV - The total equalized assessed valuation for all real estate within FORT SHERIDAN that is located within the municipal boundaries of either HIGHWOOD or HIGHLAND PARK.

Highwood EAV or HWEAV - The total equalized assessed valuation for all real estate within FORT SHERIDAN that is located within the municipal boundary of HIGHWOOD.

Highland Park EAV or HPEAV - The total equalized assessed valuation for all real estate within FORT SHERIDAN that is located within the municipal boundary of HIGHLAND PARK.

Combined Revenue or CREV - The total revenue generated by PROPERTY located within FORT SHERIDAN and that is located within the municipal boundaries of both HIGHWOOD or HIGHLAND PARK, calculated by adding together the product of each community's tax rate multiplied by its respective equalized assessed valuation.

Highwood Revenue or HWREV - The amount of revenue generated by PROPERTY located within FORT SHERIDAN and that is located within the municipal boundary of HIGHWOOD, calculated by multiplying HIGHWOOD's equalized assessed valuation (HWEAV) by its tax rate (HWTR).

Highland Park Revenue or HPREV - The amount of revenue generated by PROPERTY located within FORT SHERIDAN and that is located within the municipal boundary of HIGHLAND PARK, calculated by multiplying HIGHLAND PARK's equalized assessed valuation (HPEAV) by its tax rate (HPTR).

HIGHWOOD Share or HWS - The percentage of shared revenues due to HIGHWOOD as agreed contractually (52%).

Highland Park Share or HPS - The percentage of shared revenues due to HIGHLAND PARK as agreed to contractually (48%).

Highwood Tax Rate or HWTR - The total combined real PROPERTY tax rate for HIGHWOOD as calculated by Lake County.

Highland Park Tax Rate or HPTR - The total combined real PROPERTY tax rate for HIGHLAND PARK as calculated by Lake County.

2. Formulae. In calculating the money to be paid, the following formulae shall be used:

a) CALCULATIONS:

$$\begin{aligned} \text{HWEAV} \times \text{HWTR} &= \text{HWREV} \\ \text{HPEAV} \times \text{HPTR} &= \frac{\text{HPREV}}{\text{CREV}} \end{aligned}$$

$$\text{HWREV} - (\text{CREV} \times \text{HWS} [52\%]) = \text{Amount Due HIGHLAND PARK}$$

$$\text{HPREV} - (\text{CREV} \times \text{HPS} [48\%]) = \text{Amount Due HIGHWOOD}$$

b) EXAMPLES

i) HIGHLAND PARK pays HIGHWOOD:

CEAV	\$10,000,000	2,000,000 x .00778=	15,560
HWEAV	2,000,000		
HPEAV	8,000,000	8,000,000 x .00976=	78,080
			93,640

HWS	52%
HPS	48%

$$78,080 - 44,947.20 = 33,132.80 \text{ due HIGHWOOD}$$

HWTR	\$.778/100
HPTR	\$.976/100

ii) HIGHWOOD pays HIGHLAND PARK:

CEAV	\$10,000,000		
HWEAV	8,000,000	8,000,000 x .00778=	62,240
HPEAV	2,000,000	2,000,000 x .00976=	19,520
			81,760

HWS	52%
HPS	48%

$$62,240 - 42,515.20 = 19,724.80 \text{ due Highland Park}$$

HWTR	\$.778/100
HPTR	\$.976/100

B. Sharing of Other Municipal Revenues. As to the following specified municipal revenues, the PARTIES specifically understand and covenant that any and all other gross revenue sources accruing to the PARTIES of any type and nature referable to or generated by recreational or entertainment uses and activities (hereinafter sometimes "OTHER REVENUES") derived from the PROPERTY, shall be shared between the PARTIES as follows:

a. Fifty Per Cent (50%) of said gross OTHER REVENUES to HIGHWOOD; and

b. Fifty Per Cent (50%) of said gross OTHER REVENUES to HIGHLAND PARK, regardless of where within the PROPERTY said OTHER REVENUES are generated. Said division and calculation of proportionate share of gross OTHER REVENUES shall occur on a monthly basis upon distribution to and receipt of said revenues by the respective municipalities.

Notwithstanding any other provision herein, the PARTIES specifically agree that all revenue sources attributable to any other use or activity is excluded from the above and foregoing revenue sharing provision.

C. Intentions. The PARTIES recognize that the total payments for traffic impact and OTHER REVENUES to be paid are not ascertainable at the present time and may be affected by a variety of factors, including, but not limited to, the re-

fusal or inability to relocate the Army Reserve Center or Navy Housing; certain real estate tax credits; use or allocation of property for parks, municipal purposes, or school purposes; development or non-development of OTHER REVENUE sources. However, it is the intention of the PARTIES to pay money for traffic impact and OTHER REVENUE pursuant to the percentages stated above.

D. Credit For Unilateral Tax Incentives. If either PARTY minimizes or reduces the revenue flow attributable to the real estate tax revenue to be generated by the PROPERTY located within FORT SHERIDAN, the formula for Traffic Impact Payments pursuant to Paragraph 4A above, and Other Revenues pursuant to Paragraph 4B shall be applied as if no tax incentive had been granted. The goal of the PARTIES is to insure that the PARTY granting the tax incentive shall make whole the other PARTY for any such incentive, and no detriment shall accrue to the other PARTY due to the granting of any tax incentive. It shall be presumed for application of the formulae hereinabove set forth that all PROPERTY is to be taxed at each community's normal tax rate applicable to the other PROPERTY with no deduction therefrom for any tax incentive, including, but not necessarily limited to: deductions for any real estate tax subsidy; property tax incentive; petition for tax exemption; tax increment financing plan; any credit or incentive for the rehabilitation of the PROPERTY at the prerehabilitation value; or any other tax incentive program whatsoever.

5. Joint Plan Commission.

A. REGION Defined. The City Councils of the PARTIES, being two (2) municipalities having a population of less than 500,000, determine hereby:

1. The whole of the entire tracts of that certain land and territory commonly known as FORT SHERIDAN, lying part in the unincorporated area of Lake County adjacent to each of the PARTIES' corporate limits and part within each of the PARTIES' incorporated area, forms a contiguous region (hereinafter referred to as "REGION");

2. That the REGION (i) is owned by the United States of America and/or its Departments of the Army and/or Navy, (ii) is located entirely within the County of Lake (having a population of not less than 500,000 nor more than 1,000,000 persons), (iii) is intended to be entirely annexed so that portions of the REGION shall be within the corporate limits of each of the PARTIES and no portion of the REGION shall be within the unincorporated area of Lake County, and (iv) comprises not less than 500 nor more than 800 acres; and

3. That the boundaries of the REGION are defined to be coterminous with the boundaries of FORT SHERIDAN, as said FORT SHERIDAN existed on 31st day of December, 1995.

B. Creation. In accord with the determinations made in subparagraph A of this paragraph and pursuant to Section 11-12-13 of the Illinois Municipal Code, the PARTIES hereby create and establish a joint plan commission to be known as

the "Fort Sheridan Joint Plan Commission" (hereinafter referred to as "JPC"), having the powers set forth in this paragraph 5.

C. Membership. The JPC shall consist of seven (7) voting members (hereinafter referred to as "MEMBERS"). Anytime an appointment of a MEMBER occurs, such appointment shall be accomplished by the PARTIES, acting by and through their respective Mayors, who shall make such appointment with the advice and consent of each of their respective City Councils. HIGHLAND PARK shall appoint four (4) MEMBERS who reside within the corporate limits of Highland Park; and HIGHWOOD shall appoint three (3) MEMBERS who reside within the corporate limits of Highwood. Notwithstanding the foregoing, initial appointments to the JPC shall be made effective as of the immediately preceding June 1 and as follows: Each PARTY shall appoint one (1) MEMBER for a one (1) year term; each PARTY shall appoint one (1) MEMBER for a two (2) year term; HIGHWOOD shall appoint one (1) MEMBER for a three (3) year term; and HIGHLAND PARK shall appoint the two (2) remaining MEMBERS, each for a three (3) year term. Thereafter, MEMBERS shall be appointed for terms of three (3) years, or until their respective successors have been duly appointed and are otherwise qualified.

1. The appointment of a MEMBER to succeed himself in office is permissible but a reappointment of any such given MEMBER shall be governed by local rule, if any, of the respective City Council governing such reappointments.

2. Whenever a vacancy upon the JPC exists (whether by resignation, death, removal or lapse of term), such vacancy shall be filled by appointment by the PARTY who appointed such MEMBER whose seat has become vacant. A vacancy arising during a MEMBER's term shall be filled for the unexpired term of such MEMBER.

3. Acting by and through its respective Mayor, the City Council of a PARTY shall have the power to remove any of its appointee MEMBERS for misconduct or neglect of office.

D. Organization.

1. Immediately upon its creation, the JPC shall select from its membership a chairman and a vice chairman.

a. The chairman shall preside at all meetings of the JPC and be the spokesman for the JPC.

b. The vice chairman shall serve as acting chairman whenever the chairman is absent from meetings and hearings.

2. The PARTIES shall equally share the cost of providing staff assistance to the JPC, initially consisting of a secretary, who shall act as a non-voting member of the JPC to assist the JPC and its Chairman in the preparation of meeting agendas, oversee and be responsible for all required public notices, the making of the record of proceedings and taking of the minutes of the JPC, and the undertaking of such other tasks as may be allocated.

to the secretary in this Agreement or be assigned to the secretary from time to time by the JPC. The secretary shall be responsible for filing the most current rules and procedures (bylaws) of the JPC, the minutes of its meetings, the record of hearings, reports and recommendations of the JPC and other documents with the City Clerks of each of the PARTIES, and copies thereof with the City Manager of HIGHLAND PARK and the City Administrator of HIGHWOOD.

3. The JPC shall adopt rules and procedures consistent with Section 11-12-13 of the Illinois Municipal Code and this Agreement as may be necessary to carry out the terms of this Agreement, as well as the rules and procedures for the conduct of its hearings and meetings- which rules shall not conflict with this Agreement.

a. In the case of meetings, however, four (4) MEMBERS shall constitute a quorum to conduct business.

b. For the purpose of determining quorum and vote at both meetings and hearings of the JPC, the chairman shall be considered a MEMBER.

E. Jurisdiction, Powers and Duties.

1. The JPC shall be a recommendatory body only and all recommendations thereof shall be advisory to the City Councils of each of the PARTIES.

2. In order that adequate guidance, direction, and control of development of the REGION shall be provided,

the JPC shall have certain of the functions, powers and duties contained in Divisions 12, 13, 14, and 15 of Article 11 of the Illinois Municipal Code, limited to:

a. Exclusive jurisdiction to apply (including the authority to conduct public hearings required by law to be held) the respective zoning and building codes and other applicable codes of each PARTY concerning the land within the REGION lying within the respective corporate limits of such PARTY, so that (effective immediately upon execution hereof) all land and territory located within the REGION is removed from the jurisdiction of each of the PARTIES' respective plan commissions, zoning boards of appeal, and other bodies authorized to exercise such powers and duties; and

b. Recommendation of regulations, projects and programs pertinent to the development, redevelopment and renewal of the REGION; and

c. Exclusive jurisdiction to recommend approval to the respective City Council of the PARTY, within whose corporate limits is located the land which is the subject of such consolidation or subdivision, all plats of consolidation and plats of subdivision in the manner set forth in the Subdivision Code of such PARTY; and

d. Exclusive jurisdiction to conduct reviews and make recommendations for the adoption of

development plan (hereinafter referred to as "DEVELOPMENT PLAN") for the REGION approved and submitted to it by the designated Local Redevelopment Authority (hereinafter referred to as "LRA") of FORT SHERIDAN:

i. Such DEVELOPMENT PLAN shall have been adopted in whole or in separate geographical or functional parts by each PARTY as a member of the LRA. When the DEVELOPMENT PLAN is adopted, any respective Comprehensive City Plan or part thereof, previously adopted by the PARTIES , in so far as it affects the REGION shall be made to conform with the DEVELOPMENT PLAN for the portion of the REGION lying within such PARTY's corporate limits;

ii. Such DEVELOPMENT PLAN shall be advisory and in and of itself shall not be construed to regulate or control the use of private property in any way, except as to such part of the said DEVELOPMENT PLAN as has been implemented by ordinances duly enacted by the City Council of the PARTY within whose corporate limits lies that portion of the REGION affected by the DEVELOPMENT PLAN; and

e. Exclusive jurisdiction to prepare and revise, and recommend approval of an Official Map of the REGION as well as any respective Comprehensive

City Plan of the PARTIES in so far as they affect the REGION. With respect to the amendment of Comprehensive Plan of a PARTY after the effective date of this Agreement, no amendment which includes any land lying within the REGION shall be adopted by either PARTY that has not been submitted to the JPC;

i. Upon submission to the JPC for its consideration and recommendation to the City Council of any PARTY of any suggested amendment to such PARTY's existing Comprehensive Plan, whether a partial amendment to or a total replacement of an existing Comprehensive Plan, which includes any portion of the REGION lying within the corporate limits of such PARTY, such City Council may require a report thereon from the JPC with its recommendation within ninety (90) days from the date of such submission.

ii. If the JPC shall fail to make such report within the said ninety (90) days, then such City Council may proceed to adopt such amendment to such PARTY's existing Comprehensive Plan, including arranging for and holding a public hearing thereon in accordance with the provisions hereinafter contained in the

same manner as if the JPC had made its recommendation.

iii. After report and recommendation by the JPC of an amendment to a PARTY's Comprehensive Plan, such City Council shall schedule a public hearing thereon to be held at a meeting of such City Council.

a) Not less than fifteen (15) days' notice of the proposed hearing and the time and date and place thereof shall be given by publication in a newspaper of general circulation in the County of Lake.

b) During the hearing all persons desiring to be heard in support of or opposed to the amendment of such PARTY's Comprehensive Plan shall be afforded an opportunity to be heard and may submit their statements orally or in writing.

c) The hearing may be recessed to another date if not concluded, provided notice of the time and place thereof if publicly announced at the hearing at the time of such recess.

iv. Within ninety (90) days after the conclusion of the hearing, such City Council, after consideration of the recommendation, if

any, of the JPC and of such information as shall have been derived from the hearing shall either adopt the amendment of the Comprehensive Plan in whole or in part, or reject the entire amendment.

a) If adopted, such City Council shall enact ordinances to implement same as part of such PARTY's Official Comprehensive Plan.

b) If, at the expiration of such ninety (90) days, such City Council has taken no formal action, the Comprehensive Plan or amendment thereto may thereafter not be acted upon by such City Council without again complying with the provisions of notice and hearing heretofore provided.

v. The amendment of the Comprehensive Plan, if approved and adopted, shall become effective upon the expiration of ten (10) days after the date of filing notice of such adoption with the Lake County Recorder of Deeds.

F. Hearings and Meetings.

1. All hearings and all meetings of the JPC shall be open to the public, held in the manner provided by law, and the records and minutes thereof shall be avail

able for examination in the office of the both City Clerks of the PARTIES during regular business hours.

a. At hearings and meetings of the JPC, any interested person may appear or may be represented by duly authorized agents or attorneys.

b. No testimony regarding any matter which is the subject of a public hearing shall be taken and no witnesses heard except at a properly convened hearing of the JPC.

c. All hearings of the JPC shall be conducted during a meeting thereof, provided a quorum is present. All testimony at hearings before the JPC shall be given under oath and a record of a certified court reporter provided for each such hearing by and at the sole cost and expense of the petitioner therein.

i. The chairman, or in his absence the vice chairman, shall administer or authorize the administration of oaths and may compel the attendance of witnesses.

ii. At the petitioner's sole cost and expense, the petitioner shall provide two (2) certified copies of the official court reporter's transcript of such hearing(s). The secretary shall forward a copy to each City Clerk, thereafter to be maintained by each

City Clerk as part of the official record of each case heard by the JPC thereof.

d. The secretary to the JPC is hereby authorized to make such additional charges as may be necessary to cover the cost of court reporter fees and the sending of notice in the event the filing fees authorized to be collected hereinafter are insufficient to cover the cost of said hearing.

2. Regular meetings of the JPC shall be held at the times and places established by Resolution of the JPC adopted within thirty (30) days of the execution of this Agreement and thereafter by Resolution adopted annually during the month of May.

a. The JPC shall keep minutes of its meetings, showing the vote of each MEMBER upon every question; or if absent or if failing to vote, indicating that fact.

b. The concurring vote of a majority of the MEMBERS of the JPC shall be necessary to make a recommendation.

i. However, a motion to defer action on a matter for more than thirty (30) days or table an agenda item shall require at least five (5) affirmative votes.

ii. In addition, all motions and actions of the JPC requiring the expenditure of monies or imposing liability on a PARTY and all

commendations requiring the review and approval of a PARTY shall not be deemed approved until approved by the affected PARTY and, hence, shall be transmitted to the City Council of such affected PARTY within fifteen (15) days of the action of the JPC.

c. No MEMBER may vote upon a motion making any recommendation arising out of any hearing conducted by the JPC, unless such MEMBER certifies for the record that he was present during the entire of such hearing or, if not present, that he has read the court reporter's transcript of proceedings taken during such hearing.

d. Any MEMBER shall be allowed to place a subject on the agenda, provided such subject is submitted to the secretary or Chairman at least 60 hours prior to the time set for the meeting.

3. All special meetings and all hearings of the JPC shall be held at the call of the chairman or any three (3) MEMBERS and shall be held in such location and at such times as set forth in a written notice to each of the MEMBERS, which shall be given each MEMBER at least 24 hours prior to the time for which the special meeting has been called - provided all other applicable notices required by law have been made and given. All of the provisions regulating the conduct of regular meetings of the JPC shall apply to special meetings of the JPC.

G. Procedure Upon Recommendation.

1. All motions, actions and/or recommendations of the JPC requiring the review and approval of a PARTY shall be transmitted to the City Council of such affected PARTY within fifteen (15) days of the action of the JPC and shall be subject to the following procedures:

a. The failure of such City Council to act on such transmittal within 35 days shall be deemed a disapproval of such motion, action, and/or recommendation.

b. Notwithstanding the foregoing, approval of a recommendation of the COMMISSION for all "MAJOR ACTIONS" (as hereinafter defined) shall require the approval of both City Councils of PARTIES. If the City Councils of both PARTIES are not in agreement therewith, the matter shall be returned to the JPC for further consideration and recommendation by the JPC.

i. The JPC shall review the matter so returned to it within 35 days of the action of the City Council last to consider such MAJOR ACTION.

ii. In the event such further consideration involves the taking of evidence not presented at any prior required hearing, such matter shall be readvertised and another

hearing shall be held for the purpose of taking such new evidence.

c. If 45 days have lapsed following the transmittal of the result of such further action by the JPC and the City Councils remain in disagreement, an extra-ordinary majority, being at least eleven (11) members of the combined corporate authorities of both PARTIES meeting jointly and voting in concert, shall be necessary for the resolution of the dispute and approval of such MAJOR ACTION.

2. As used in this Agreement, "MAJOR ACTIONS" are defined as:

a. Any PLAN or PLAN amendment which would result in a change of the approved land uses.

b. Any increase in the maximum number of approved dwelling units, or any change increasing density of such units within the proposed corporate limits of either PARTY.

H. Grants and Borrowing. The JPC shall have no power to borrow money. However, on behalf of the LRA, the JPC may apply for and receive planning grants which may become available from or through the governments of the United States of America, the State of Illinois, or any other source.

6. The Initial DEVELOPMENT PLAN. The DEVELOPMENT PLAN for the REGION shall be submitted to the JPC by the LRA.

A. Procedure Upon Submission of the Initial DEVELOPMENT PLAN.

1. Following its receipt of the DEVELOPMENT PLAN upon its submission by the LRA, the JPC shall review said DEVELOPMENT PLAN and make a recommendation thereon to the City Councils of the PARTIES.

a. In undertaking its review and preparing its recommendation, the JPC shall conduct a zoning hearing or hearings for the amendment of the zoning ordinances of the respective PARTIES, the granting of variances and special use permits in order to permit implementation of the DEVELOPMENT PLAN upon annexation of the portion of the REGION to be annexed by each such PARTY.

b. In addition, in the event the DEVELOPMENT PLAN does not conform with either or both of the existing Official Comprehensive Plans of the PARTIES, in so far as any such Official Comprehensive Plan affects the REGION, the JPC shall include with its recommendation, a report regarding the amendment of any such Official Comprehensive Plan to conform with the DEVELOPMENT PLAN.

2. After its receipt of a recommendation by the JPC which includes a report concerning amendment such PARTY's Comprehensive Plan, the City Council of such PARTY shall schedule a public hearing thereon to be held at a meeting of such City Council.

a. Not less than fifteen (15) days' notice of the proposed hearing and the time and date and place thereof shall be given by publication in a newspaper of general circulation in the County of Lake.

b. During the hearing all persons desiring to be heard in support of or opposed to the amendment of such PARTY's Comprehensive Plan shall be afforded an opportunity to be heard and may submit their statements orally or in writing.

c. The hearing may be recessed to another date if not concluded, provided notice of the time and place thereof is publicly announced at the hearing at the time of such recess.

3. Within ninety (90) days after the conclusion of the hearing, such City Council, after consideration of the recommendation and report of the JPC and of such information as shall have been derived from the hearing, shall either adopt an amendment to its Comprehensive Plan in whole or in part, or reject the entire amendment.

a. If adopted, such City Council shall enact ordinances to implement same as part of such PARTY's Official Comprehensive Plan.

b. If, at the expiration of such ninety (90) days, such City Council has taken no formal action, the Comprehensive Plan or amendment thereto may thereafter not be acted upon by such City Council.

cil without again complying with the provisions of notice and hearing heretofore provided.

4. The amendment of the Official Comprehensive Plan, if approved and adopted, shall become effective upon the expiration of ten (10) days after the date of filing notice of such adoption with the Lake County Recorder of Deeds.

B. Conformity of DEVELOPMENT PLAN with the Official Comprehensive Plans. When and if the respective Official Comprehensive Plan of a PARTY conforms to the DEVELOPMENT PLAN, the DEVELOPMENT PLAN shall be deemed ripe for consideration to be included as a part of an annexation agreement for that part of the REGION to be annexed by such PARTY.

7. Conditions For Development of the PROPERTY. The PARTIES agree that, in order to achieve a proper development of the PROPERTY (both Surplus and Non Surplus), and unless otherwise specifically agreed by the PARTIES:

A. Annexations. The PARTIES acknowledge that, although annexations of the PROPERTY are to be divided between the two PARTIES hereto for purposes of municipal boundaries, for proper development and integration with the surrounding area and due to the unique nature of the PROPERTY, and the anticipated development requirements, annexations of the PROPERTY should, and shall be, treated in a coordinated, uniform manner; and

B. Existing Roadways. No PLAN shall be approved unless said PLAN provides for, and designates the location, routing and dedication of the roadways within the PROPERTY.

C. Lakefront Access. Any plans for development of the PROPERTY shall provide equal and open pedestrian/vehicular access over public rights of way to the lakefront and beaches within FORT SHERIDAN by the residents of each municipality. This shall include the provision of contiguous lakefront beach parking for the residents of the PARTIES. All of the above to be assured by the PARTIES to the residents of each municipality, on a non-discriminatory basis; and

D. No Private Rights. No PLAN shall be approved that would preclude such lakefront access, including, but not limited to, any private ownership or littoral ownership of any such beach/lakefront PROPERTY; and

E. No Commercial Development. No plan shall be approved that would permit any commercial development or shopping mall on the PROPERTY. Notwithstanding the above, commercial development shall be permitted along the easterly boundary of Sheridan Road (i.e. the western area of FORT SHERIDAN) between Clay avenue on the South; First Street on the North; D Street on the East; with no single use to exceed 10,000 square feet.

F. Integration With Municipalities. The PARTIES agree that any development plan will integrate the PROPERTY with the surrounding municipalities. The PARTIES shall exercise their best efforts to insure a seamless and complementary integration of the PROPERTY with the adjacent development in HIGHWOOD and HIGHLAND PARK.

G. Impact/Annexation Fees. HIGHLAND PARK currently assesses impact fees which benefit the school districts. To the

greatest extent allowable, the PARTIES agree that each of them will assess upon any developer, person, corporation, or entity seeking to develop the PROPERTY (or any part of it) within the boundaries of each municipality, impact fees, annexation fees, or other development fees benefiting the school districts in an amount equal to those currently levied by HIGHLAND PARK, or as otherwise mutually agreed between the PARTIES. Nothing herein shall be construed to prohibit any other fee to be assessed by either PARTY within its proposed boundaries.

8. Funding.

A. The PARTIES, (or either of them, as they may designate) may apply to the government of the United States of America (herein referred to as "FEDERAL GOVERNMENT"), the State of Illinois, or any other funding source, for funds for and/or as recipient (Grantee) of land titles to the PROPERTY, or any part(s) of the same. Upon receipt of such funds and/or titles, the PARTIES, (or either of them, as they may designate) shall hold same for use as set forth hereinbelow.

B. The PARTIES recognize that certain funds have been and will be expended by the PARTIES for acquisition, planning and development of the PROPERTY. To the greatest extent possible, the PARTIES will attempt to recover said costs from the purchaser, developer or developers of the PROPERTY to ensure that no burden is placed upon the PARTIES, or their residents. However, to the extent that any cost is not recovered, the PARTIES shall perform an accounting, and shall equally divide said costs.

1. To the extent that any sums are due from HIGHWOOD to HIGHLAND PARK, and to the extent that HIGHWOOD opts to repay same on an installment basis, simple interest shall accrue on the amount unpaid and due to HIGHLAND PARK. The interest rate shall be simple interest and be computed at the average rate of return on other City of HIGHLAND PARK investments.

2. However, HIGHWOOD shall not be obligated to pay a sum in any fiscal year greater than the larger of the following sums:

a. 20% of the total amount due and owing to HIGHLAND PARK; or

b. Any sums that would otherwise be payable from HIGHLAND PARK to HIGHWOOD pursuant to the terms of this Agreement.

3. Further, such payments shall not commence, and interest shall not accrue until such time as it has been determined that said costs will not be reimbursed by any developer.

C. In the event that the PROPERTY is acquired by the City of HIGHLAND PARK, and any profit is thereafter recognized thereupon (after the repayment of the acquisition costs and the costs referenced in Paragraph 8.B. above, hereinafter "NET PROFIT"), then such NET PROFIT shall be equally divided between the PARTIES, to the extent permitted by law or regulation.

9. Use of Funds. Upon its receipt of any federal funds regarding the PROPERTY, or any portion of it, and/or title to portion of the PROPERTY, the receiving PARTY(ies) shall notify the Secretary and Chairman of the COMMISSION, and the Mayors of the Cities.

A. Plans. Upon receipt of such notice, the COMMISSION shall undertake to plan the use of such funds and/or the allocations of such real estate and submit plans for expenditures of such funds to the corporate authorities of both PARTIES for approval by each.

B. Escrow. In the event there is not approval of the plan specified in subparagraph A. above by both city councils, or any modification of such plan, the receiving PARTY shall continue to hold the funds and/or title, as the case may

10. Term.

A. Planning and Payments of Money Excluding Other Revenues. Except for those matters relating to the provisions of Section 4.B. of this Agreement, the duration of this Agreement shall be for:

1. A term of 25 years or;
2. Until the PROPERTY is 90% improved pursuant to paragraph C. below, whichever first occurs, unless;
3. Sooner terminated and dissolved by operation of law, but;
4. This agreement may be extended, terminated or dissolved by mutual agreement of the PARTIES; provided, however, that this Agreement shall not be dissolve

mutual agreement of the PARTIES if such action would violate the terms or provisions of any outstanding revenue and/or general obligation bonds of either of the PARTIES relating to the acquisition and development of the PROPERTY, or any portion(s) of it.

B. Other Revenues. The provisions of Section 4.B. of this Agreement shall continue in perpetuity, unless terminated by mutual agreement of the PARTIES; provided, however, that this Agreement shall not be dissolved by mutual agreement of the PARTIES if such action would violate the terms or provisions of any outstanding revenue obligations of either of the PARTIES relating to the acquisition and development of the PROPERTY, or any portion(s) of it.

C. Percentage of Improvement. The PROPERTY shall be considered ninety per cent (90%) improved when development of ninety per cent (90%) of the area of the PROPERTY has been completed in accordance with the current version of the jointly approved PLAN, as same may be revised from time to time.

11. Notices. All notices that are required hereunder, or which either PARTY may desire to serve upon the other PARTY, including, but not limited to, a change of address for any PARTY, shall be in writing, and shall be presumed served when delivered personally, or when it is deposited in the United States mail, postage prepaid, by Certified Mail with Return Receipt Requested, addressed in accordance with each PARTY's current address of record. The initial address of record for each PARTY is:

If To HIGHLAND PARK:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

With a Copy to:

City Clerk
City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035

If To HIGHWOOD:

City of Highwood
17 Highwood Avenue
Highwood, Illinois 60040
Attention: Mayor

With a Copy to:

City Clerk
City of Highwood
17 Highwood Avenue
Highwood, Illinois 60040

12. Warranties. Each of the PARTIES warrant, represent and agree that to the best of their knowledge and belief:

A. Authorized Agent. This Agreement is executed by duly authorized agents or officers of each PARTY, and all agents or officers have executed this Agreement in accordance with the lawful authority vested in them; and

B. No Violation. This Agreement will not violate any presently existing any applicable order, writ, injunction, or decree of any court, or governmental department, commission, board, bureau, agency, instrumentality or entity; and

C. Binding Effect. Each of the PARTIES has entered into this Agreement, including all Exhibits and Attachments hereto and incorporated herein, of its own free will, and each of the PARTIES intend to be legally bound by this Agreement.

13. Litigation Against any PARTY. If, during the term of this Agreement, any lawsuit or proceeding is filed or initiated a-

gainst either of the PARTIES before any court, or governmental department, commission, board, bureau, agency, instrumentality or entity or sub-unit thereof, arbitrator, or other instrumentality, that regards the PROPERTY or that may materially affect or inhibit the ability of any of the PARTIES to perform its obligations under, or otherwise to comply with, this Agreement, the following shall apply.

A. Notification. The PARTY against whom the lawsuit or proceeding is filed or initiated shall promptly deliver a copy of the complaint or charge or other document(s) related thereto to the other PARTY, and shall thereafter keep the other PARTY fully informed concerning all aspects of such lawsuit or proceeding.

B. Joining Litigation. The other PARTY to this Agreement may join in such litigation or other proceeding, either in support of the other PARTY hereto, or in support of this Agreement or any part thereof, in the manner and to the extent provided or permitted by law or otherwise.

14. Defense of Agreement. Until this Agreement is terminated pursuant to its terms, the PARTIES, and each of them, do hereby agree and pledge to use their best efforts to defend the validity of this Agreement and every portion thereof, as well as every approval given or denied, and every action taken or not taken, pursuant to it. Best efforts shall include, at least, but shall not be limited to, each of the PARTIES retaining their own attorneys, providing testimony and/or evidence when requested, and hiring their own, or sharing the cost with the other PARTY of, expert witnesses.

15. Failure of Intentions.

A. Contingency. In the event that all or any portion of the revenue sharing undertakings provided in this Agreement can not be performed due to impossibility, or are found or held to be invalid, unenforceable, or the like by any entity with jurisdiction thereof, or for any other reason do not take place as provided herein, the following shall apply.

B. Intention to Accomplish. The PARTIES shall take all actions and steps to accomplish the goals and results contemplated herein as promptly and expeditiously as possible, so as to carry out the intention of the PARTIES. This may include, but is not limited to:

1. Adjustment of boundaries;
2. Transfer of funds, property or otherwise from one PARTY to the other by any other means or method other than that contemplated in this Agreement;
3. Creation and operation of one or more joint public agencies by the PARTIES, pursuant to the Intergovernmental Cooperation Act, with funding thereof by the PARTIES adjusted from time to time in order to achieve the purposes, goals and intentions of this Agreement.

16. Applicable Law.

A. Illinois. This Agreement is executed and is to be performed in the State of Illinois, and shall be governed by and construed in all respects, whether as to validity, construction, capacity, performance, or otherwise, in accordance

with the applicable provisions of the Constitution or laws of the State of Illinois.

B. Amendment of Law. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended, modified or succeeded from time to time.

C. Venue. It is agreed between the PARTIES that, in the event of any dispute involving, arising out of, or concerning this Agreement in any way, that venue shall lie in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

17. Interpretation and General Provisions.

A. Liberal Construction. It is the intent of the PARTIES that this Agreement be liberally construed and interpreted so as to preserve its validity and enforceability, and, further, to carry out the intentions of the PARTIES.

B. Conflicting Provisions. In case of any conflict among the provisions of this Agreement, including Exhibits and/or Attachments hereto, that the text of any such provision that best promotes and reflects the intent of the PARTIES shall control.

C. Section Headings. The Section headings used in this Agreement are included solely for convenience and shall not affect, nor be used in connection with, the interpretation of this Agreement. All references to the singular shall include the plural.

D. Time of the Essence. It is understood by the PARTIES hereto that time is of the essence of this Agreement. If no time is specified for any action herein, then such action shall be taken promptly within a reasonable time.

E. No Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

F. Successors and Assigns. Each PARTY acknowledges and agrees that this Agreement shall be binding upon and inure to the benefit of each of the PARTIES and to their respective representatives, successors, assigns, officers, and officials. However, further provided that neither PARTY shall make assignment of this Agreement without the prior written consent of the other PARTY.

G. Severable. The PARTIES understand and agree that all of the terms, covenants, provisions, and agreements contained herein are severable.

1. In the event any such term, covenant, provision, and/or agreement contained herein shall be construed or held to be void, invalid, or unenforceable in any respect, this contract shall be interpreted as if such invalid term, covenant, provision, or agreement were not contained herein, and the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

2. In the event any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstance shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or its application.

3. If any provision of this Agreement is capable of two constructions, one of which would render the Agreement invalid as to such provision and the other of which would make the Agreement valid as to such provision, then the provision shall have the meaning which renders the Agreement valid.

H. Delivery of Documents. Each of the PARTIES hereto will, promptly upon demand by the other PARTY, execute and deliver to the other PARTY any and all documents that may be necessary to effectuate and fulfill the terms of this Intergovernmental Agreement.

I. Entire Agreement. This Agreement represents and constitutes the entire Agreement of the PARTIES as of the date hereof.

J. Conflict with Annexation Agreements. In the event any annexation agreement affecting any of the PROPERTY is approved by the corporate authorities of both PARTIES pursuant to the procedures specified herein, and any term or provision of that annexation agreement conflicts with any term or condi

tion of this Agreement, the provisions of such annexation a greement shall control.

18. Enforcement.

A. Availability of Remedies. The PARTIES, and each of them, acknowledge and agree that each of the PARTIES to this Agreement may in law or in equity, by suit, action, mandamus or any other proceeding, enforce or compel performance of this Agreement.

B. Specific Performance. The PARTIES each understand and expressly agree that this Agreement shall be enforceable by civil action, mandamus, injunction or other proceeding to enforce and compel specific performance of this Agreement, as a breach of this Agreement by any of the PARTIES shall constitute irreparable harm and immediate injury, and monetary damages would be inadequate.

C. Remedies Cumulative. The provisions of Sub-section B. above shall in no event be construed to be an exclusive remedy, and such remedy shall be held and construed to be cumulative and not exclusive of any rights or remedies, whether in law or equity, otherwise available under the terms of this Agreement or under the laws of the United States or the State of Illinois.

D. No Waiver. The failure of any PARTY to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by

part of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

E. Notice of Suit. Neither of the PARTIES may exercise the right to bring suit, action, mandamus or any other enforcement proceeding pursuant to this Section 18 without first providing written notice to the other PARTY of the breach or alleged breach, and allowing a period of thirty (30) days for the curing of the breach or alleged breach. However, if such breach, violation or failure cannot be cured within a thirty (30) day period notwithstanding diligent and continuous effort by the PARTY receiving such a notice, and such PARTY has further promptly commenced to cure such breach, violation or failure, and has thereafter prosecuted the curing of the same with diligence and continuity, then the period for curing such breach, violation or failure shall be extended for such period as may be necessary for curing such breach, violation or failure with diligence and continuity.

19. Amendment.

A. In Writing. This Agreement may be amended at any time by agreement of the PARTIES. Any agreements supplemental hereto or amendatory hereof shall, to be effective and binding, be evidenced and represented by agreement in writing approved, executed and delivered in the same manner as this Agreement.

B. Method. The PARTIES, and each of them, agree, acknowledge and understand that this Agreement may not be modified, changed, altered, amended, added to, or terminated unless

in writing duly signed by each of the PARTIES, and consented to by all of the PARTIES duly authorized by a resolution ordinance lawfully adopted by each of the PARTIES' corporate authorities.

20. Execution in Duplicates. This Agreement may be signed in several duplicates, each of which shall be deemed an original, and all such duplicates shall constitute one and the same instrument. Any duplicates to which is attached the signature of all PARTIES shall constitute an original of this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto, acting under the authority of their respective governing bodies, have caused this Agreement to be executed this 27th day of SEPTEMBER, 1996.

CITY OF HIGHLAND PARK

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk
(S E A L)

CITY OF HIGHWOOD

By: [Signature]
Mayor

ATTEST:

[Signature]
City Clerk
(S E A L)

Exhibit A

MAP OF BOUNDARY AGREEMENT BOUNDARIES

INTERGOVERNMENTAL BOUNDARY AGREEMENT

WHEREAS, the City of Highland Park (hereinafter referred to as "Highland Park") is a home rule unit and municipal corporation located in Lake County, Illinois; and

WHEREAS, the City of Lake Forest (hereinafter referred to as "Lake Forest") is an Illinois Special charter and municipal corporation located in Lake County, Illinois; and

WHEREAS, the City of Highwood (hereinafter referred to as "Highwood") is an Illinois non-home rule municipality and municipal corporation located in Lake County, Illinois; and

WHEREAS, the existing corporate boundaries of Highland Park, Lake Forest and Highwood all abut and/or overlap part of the federal military reserve located in Lake County, Illinois commonly known as Fort Sheridan (hereinafter referred to as "Fort Sheridan"); and

WHEREAS, upon its incorporation in 1869, the corporate boundaries of Highland Park included a portion of land which later became a part of Fort Sheridan (hereinafter referred to as "Highland Park Territory"); and

WHEREAS, upon its incorporation in 1886, the corporate boundaries of Highwood included a portion of land which later became part of Fort Sheridan, and thereafter Highwood further annexed additional lands which also later became a part of Fort Sheridan (hereinafter referred to as "Highwood Territory"); and

WHEREAS, heretofore Lake Forest has made annexations of certain portions of land and territory located within the boundaries of Fort Sheridan (hereinafter referred to as "Lake Forest Territory"); and

WHEREAS, the existing Highland Park Territory, the existing Highwood Territory and the existing Lake Forest Territory are generally depicted on Exhibit "A" attached hereto and made a part hereof and are intended to be modified as set forth in this Agreement; and

WHEREAS, the United States government has closed Fort Sheridan, being some 720 acres, more or less, which land and territory is legally described in the Fort Sheridan Retrocession Law of 1992, Chapter 5, Illinois Compiled Statutes, Act 541, in Section 20-5, which legal description is hereby made a part hereof; and

WHEREAS, all of the land and territory within Fort Sheridan is all located within one and one-half miles of the boundaries of Highland Park, Highwood and Lake Forest, is not adjacent and contiguous to any other municipality, and ought to be divided among and annexed by these adjoining communities; and

WHEREAS, Highland Park, Lake Forest and Highwood desire to enter into an intergovernmental agreement with each other to provide for the orderly division of the land and territory presently comprising the Fort Sheridan federal military reserve and the disconnection and annexation of the same into the aforesaid adjoining municipalities, all as specified herein; and

WHEREAS, such an Intergovernmental Agreement providing for boundary determinations is authorized and encouraged by and entered into pursuant to Sections 6 and 10 of Article VII of the 1970 Illinois Constitution; the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; the provision of the Illinois Municipal Code for boundary line agreements, 65 ILCS 5/11-12-9; and

WHEREAS, a boundary plan was developed by the Fort Sheridan Joint Planning Committee (the "JPC"), a committee consisting of representatives of Highland Park, Lake Forest, Highland and Lake County, and all approved such plan; and

WHEREAS, said boundary plan provides not only for new territory within Fort Sheridan which is not now within any municipality to be annexed into each of the municipalities herein, but also for certain areas within Fort Sheridan which are now part of a municipality to be disconnected from each of the municipalities herein and subsequently annexed into another of the municipalities herein.

WHEREAS, the parties agree that it is in their best interests to ascertain and adopt certain boundaries and enter into the following boundary agreement.

NOW, THEREFORE, it is agreed:

1. Incorporation by reference. The above recitals are incorporated by reference herein and made a part hereof as if set forth verbatim.

2. Division of territory. It is the intention of each of the parties hereto, and each party covenants and agrees, that the territory of Fort Sheridan will be divided among High

Park, Highwood and Lake Forest as depicted on Exhibit "B" attached hereto and made a part hereof, subject to the terms of this Agreement.

3. Actions to accomplish division of territory.

A. Each party hereto shall promptly take all actions reasonable or necessary to readjust the boundaries of Highland Park, Highwood and Lake Forest in order to accomplish the division of the territory of Fort Sheridan as depicted in Exhibit "B".

B. To the extent necessary, each party hereto shall use its best efforts to disconnect such territory which is currently within its boundaries which is to be annexed to another municipality pursuant to the division of the territory depicted on Exhibit "B".

C. Without regard to what person or entity ultimately becomes the owner(s) of record, all property within Fort Sheridan should be annexed to and made to lie within the corporate limits of each municipal party hereto in order to accomplish the division depicted in Exhibit "B", provided, however, that annexation shall be discretionary as herein provided, but no party shall annex beyond the boundaries herein depicted.

D. Each party to this Agreement shall adopt such Ordinances as are required to effectuate the purposes and intent of this Agreement and to cause the implementation of said municipal boundaries, including, but not limited to, disconnection and ceding of authority of current municipal

boundaries as necessary to carry out the division of territory as depicted on Exhibit "B".

E. Each party hereto covenants and warrants that it will not agree to annex any of the territory within Fort Sheridan until it has first determined if the owner of record of such property also owns, directs or controls any other property within Fort Sheridan. If that entity also owns, directs or controls any other property within Fort Sheridan which is to be disconnected pursuant hereto then the following shall apply. No annexation Ordinance shall be adopted by any party hereto until a petition, in proper form and duly executed by the appropriate owner of record, is filed with each municipality from which property is to be disconnected pursuant hereto by such owner of record as provided by law.

F. Upon passage and approval of the aforesaid described Ordinances, the respective officials of each of the parties hereto shall record with the Recorder of Deeds of Lake County all documents necessary to accomplish the division of Fort Sheridan as provided herein in the manner provided by law.

4. No inconsistent actions. Each party hereto shall take no action whatsoever which is in any way inconsistent with any of the disconnections or annexations to be completed by any of the parties hereto. Further, each party hereto covenants and agrees that it shall not, annex or attempt to annex any of the territory within Fort Sheridan which is not specifically

provided herein to be annexed by such party and shall observe the boundaries depicted on Exhibit "B".

5. Ascertainment of Legal Descriptions. The parties acknowledge that the map which is attached hereto and which comprises Exhibit "B" hereto depicts an initial preliminary description only, and will be further refined by specific legal descriptions following survey of the areas involved. To this end the parties agree that they will obtain one or more surveys of the entire area of Fort Sheridan. These surveys will include specific legal descriptions of each of the areas depicted in Exhibit "B" in Fort Sheridan which will be incorporated into each of the municipalities herein as described by such survey(s). The parties specifically covenant and agree that they will modify this agreement to include such specific legal descriptions promptly upon receipt thereof. The parties specifically authorize their respective attorneys to append hereto such specific legal descriptions promptly upon receipt of same, and this agreement will be deemed automatically modified with respect thereto.

6. Existing paved areas.

A. The parties acknowledge that there are existing areas of Fort Sheridan which are paved. The parties agree that these areas are not highways, are not owned or maintained by the State of Illinois or any political subdivision thereof, and are not currently available to the public for use as a public highway pursuant to Illinois law. The parties further covenant and agree that, to the extent that

any of these areas may be considered roads of any type, they are private roads.

B. The parties further covenant that any such paved areas which lie along any of the boundaries between two municipalities pursuant hereto shall be jointly maintained by each of such municipalities, and each such municipality shall have concurrent jurisdiction.

7. General Provisions.

A. Notwithstanding any other provisions contained herein to the contrary, with respect to the division of Fort Sheridan property and the boundaries herein determined, this Agreement shall be effective in perpetuity, however the Agreement may be revised or modified by further agreement of the parties.

B. This Agreement shall bind the heirs, personal representatives, successors, and assigns of Highland Park, Lake Forest, and Highwood, and their respective officials and their successors in office. This Agreement shall inure to the benefit of the parties hereto, their successors, and assigns.

C. Any party to this Agreement may enforce or compel the performance of a non-discretionary portion of this Agreement by suit, action, mandamus, or other proceeding, or have such other relief for the breach thereof as may be authorized by law or which by law or in equity be available to them.

D. It is understood by the parties hereto that time

is of the essence of this Agreement. If no time is specified for any action herein, then such action shall be taken promptly within a reasonable time.

E. It is further understood that failure on the part of any party hereto to perform any of the non-discretionary provisions of this Agreement shall constitute a default hereof. The continuation of any such default for thirty (30) days after a written notice specifying such default is given the defaulting party shall permit a non-defaulting party, at its sole discretion to enforce or compel the performance of this Agreement by such defaulting party in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance.

F. This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two constructions, one of which would render the Agreement invalid as to such provision and the other of which would make the Agreement valid as to such provision, then the provision shall have the meaning which renders the Agreement valid.

G. This Agreement shall be liberally construed to carry out the intent of the parties, to implement the boundaries depicted in Exhibit "B", and to prohibit and prevent any other municipal boundaries within Fort Sheridan, which are in contravention of those depicted in Exhibit "B". It

being understood that any such annexation is discretionary with the party making such annexation, so long as boundaries depicted on Exhibit "B" are observed.

H. The failure of any party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by any part of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

I. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

J. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such party any and all documents that may be necessary to effectuate and fulfill the terms of this Intergovernmental Agreement.

K. Any alteration, change or modification of this Agreement, in order to become effective, shall be made by written instrument or endorsed on this Agreement and, in such instance, executed on behalf of each Party to this Agreement as aforesaid.

L. This Agreement may be signed in several duplicates, each of which shall be deemed an original, and all such duplicates shall constitute one and the same instrument. Any duplicates to which is attached the

Any Party may change the place or person for the giving of notices upon it by giving not less than ten (10) days' pr(written notice informing each other Party of the change in the address or person to which notices shall be sent. A notice given by mail shall be deemed given three (03) business days following the day on which such notice is deposited in the United States Mail as aforesaid.

IN WITNESS WHEREOF, the parties hereto have caused this A- greement to be made and their respective officials and/or other officers have signed and affixed their respective seals this 25 day of October, 1995.

CITY OF HIGHLAND PARK

By: [Signature]
Mayor

Attest:

[Signature]
City Clerk

(S E A L)

CITY OF HIGHWOOD

By: [Signature]
Mayor

Attest:

[Signature]
City Clerk

(S E A L)

CITY OF LAKE FOREST

By: _____

Steven Decker

Mayor

Attest:

Barbara S. Douglas

City Clerk

(S E A L)

FT SHER/BNDRY-A3

Attes

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