

PARKWAY MAINTENANCE AGREEMENT
FAWELL BOULEVARD AND LAMBERT ROADS
ADJACENT TO COLLEGE OF DUPAGE GLEN ELLYN CAMPUS

This agreement is made as of this date set forth below, by and between the College of DuPage hereinafter referred to as the ("COLLEGE"), and the Village of Glen Ellyn, Illinois, a municipal corporation, hereinafter referred to as the ("VILLAGE").

WITNESSETH

WHEREAS, the VILLAGE owns the real property located along Fawell Boulevard and Lambert Road along the frontage of the COLLEGE's Glen Ellyn Campus as shown on Exhibit "A" attached hereto and hereinafter referred to as the "PROPERTY"; and

WHEREAS, the COLLEGE desires the placement, operation and maintenance of landscaping, lighting, irrigation and signage on the PROPERTY, to enhance the attractiveness of the entrance to COLLEGE; and

WHEREAS, the VILLAGE and the COLLEGE are desirous of cooperating in the construction of the certain landscape improvements within the PROPERTY, hereinafter referred to as the "PROJECT" and of setting forth the parties' maintenance responsibilities for the PROJECT following completion of the PROJECT; and

I- MAINTENANCE

1. The VILLAGE shall allow the COLLEGE reasonable access to maintain the various improvements encompassing the PROJECT as needed by the COLLEGE to maintain and operate the equipment and structures installed by the COLLEGE and/or referenced in this Agreement without obtaining any permit or paying any fees to the VILLAGE pursuant to terms and conditions established, from time to time, by the COLLEGE Maintenance staff or COLLEGE funded contractor after the construction is complete subject to the following:
 - a. The VILLAGE's absolute right to construct, maintain, reconstruct, expand and operate the roadways.
2. The COLLEGE shall retain all ownership interest in all improvements constructed upon the PROPERTY. In the event the COLLEGE fails to maintain or abandons, as determined by this agreement any or all of the improvements constructed on the PROPERTY, the COLLEGE shall, at the VILLAGE's sole discretion, remove any and all improvements and restore all VILLAGE property to its previous condition (prior to construction of the PROJECT) at the COLLEGE's sole cost and expense within ninety days of notice by the VILLAGE to the COLLEGE President via Registered Mail.
3. Upon completion of the PROJECT it is agreed that the maintenance responsibilities of the COLLEGE are as follows:

- a. The COLLEGE shall have access the right-of-way as needed to maintain or cause to be maintained all improvements installed by the COLLEGE pursuant to this Agreement, including:
 - landscaping,
 - irrigation and
 - lightingwithin the area identified on the site plan attached hereto as Exhibit "A".
4. As used herein the terms "maintenance" or "maintain" shall refer to the satisfactory upkeep, repair, reconstruction and operation of the right-of-way and facilities to assure safe and continued use and preservation including, but not limited to, the removal of dirt and debris and the upkeep of landscaped areas, trees, signs and associated irrigation and lighting.
5. Any maintenance work required to be performed by the COLLEGE may be performed by the VILLAGE following thirty (30) calendar days advance written notice identifying the work to be performed and requesting the maintenance work be performed within a reasonable specified time. In such event, if the VILLAGE thereafter performs work required hereunder to be performed by the COLLEGE, the VILLAGE shall be entitled to prompt reimbursement of actual costs and expenses of said maintenance, including the costs and fees incurred by the VILLAGE to collect said costs and expenses.

The COLLEGE hereby releases the VILLAGE from any and all damages to the landscaping by reason of the VILLAGE's use and operation of its facilities and operations on the PROPERTY, for example winter salting operations. Further, COLLEGE agrees to indemnify, defend and hold harmless the VILLAGE, its directors, officers, employees and agents of and from any and all claims for injury to person or damage to property arising out of the COLLEGE's use and maintenance of the PROPERTY and the improvements constructed upon it pursuant to this Agreement.

II – GENERAL

Wherever in this Agreement the approval or review of either the COLLEGE or the VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

Any dispute concerning the final plans and specifications or in carrying out the terms of this Agreement shall be resolved by a meeting of the COLLEGE President and the VILLAGE Manager. Any dispute not resolved as provided above shall be resolved by decision of the COLLEGE's Chairman of the Board of Trustees and the Village President (Mayor), and their decision shall be final.

It shall be the responsibility of the COLLEGE to maintain and provide energy for any lighting and water for irrigation to be provided pursuant to the approved plans and specifications for any improvements within the PROPERTY at the COLLEGE's sole cost and expense.

III – INTERIM AGREEMENT TERMS

The terms of the Interim Agreement entered into by the College and Village on July 23, 2010 are incorporated into this Agreement by reference a copy of which is attached as Exhibit B.

THIS AGREEMENT shall be executed in two counterparts each of which shall be deemed as original.

THIS AGREEMENT consists of these 4 pages and the following attachments:

Exhibit A - Plan Drawing Identifying the "Property"

Exhibit B - Interim Agreement dated July 23, 2010

Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Modification: This AGREEMENT is not subject to modifications except in writing, executed by the duly authorized representatives of the parties.

Venue: It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and venue shall lie in DuPage County, Illinois.

Notices: All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To COLLEGE: The College of DuPage
 425 Fawell Blvd.
 Glen Ellyn IL
 Attention: President

To VILLAGE: The Village of Glen Ellyn
 535 Duane Street
 Glen Ellyn, IL 60137
 Attention: Village Manager

IN WITNESS WHEREOF, the parties have set their hands and seals this, pursuant to their respective corporate authorities, this _____ day of _____, 2011.

College of DuPage

BY _____
Chair

ATTEST:

Secretary

Date

Village of Glen Ellyn

BY _____
Village President

ATTEST:

Village Clerk

Date