

AGREEMENT

This agreement is made and entered into 3/20, 1977 by and between the State of Indiana acting by and through the Indiana Department of Transportation (hereinafter referred to as the STATE); Tippecanoe County, acting by and through its board of County Commissioners (hereinafter referred to as the COUNTY); the City of Lafayette, acting by and through its proper officials; and the City of West Lafayette, acting by and through its proper officials.

WITNESSETH:

WHEREAS, the COUNTY, the City of Lafayette, the City of West Lafayette and the STATE have demonstrated an interest in pursuing a northwesterly extension of highway US 231 west and north of the City of West Lafayette up to US 52;

WHEREAS, the STATE will construct a portion of this extension from its current programmed junction at South River Road north and west to SR 26 in order to accommodate the volume of traffic flow from all directions into and out of the West Lafayette area;

WHEREAS, the project will improve safety, access and mobility within the county west of the Cities of West Lafayette and Lafayette and should help reduce current traffic congestion evident at the intersection of N. River Road and State Street;

WHEREAS, the STATE has determined pursuant to I.C. 8-23-4-2 that certain existing portions of SR 26 (from approximately 1/2 mile west of SR 526 to US 52), part of SR 43 (from US 231 north to I-65), SR 443, SR 526, and SR 126 will no longer be the most appropriate and/or convenient way to route state traffic upon the completion of this portion of the extension, but these roads will continue to serve a useful local purpose;

WHEREAS, I.C. 8-23-4-12 provides for the transfer of roads or streets between systems.

NOW, THEREFORE, in consideration of the premises and the following mutually dependent covenants, the parties agree as follows:

Section 1 The parties hereto shall comply with applicable provisions set forth in (1) Title 23 of the US Code (2) the regulations issued thereto, and (3) the policies and procedures of the STATE and Federal Highway Administration relative to the work covered by this Agreement that is to utilize Federal-Aid funds.

Section 2 The STATE will design and construct (or cause to be designed and constructed) a western extension of US 231 from South River Road northerly and westerly to SR 26, at a point approximately 0.55 mile west of SR 526 (hereinafter referred to as the PROJECT).

Section 3 Upon completion of the PROJECT listed in Section 2, the STATE shall transfer in "as is condition", and the COUNTY shall accept, jurisdiction of the following roadway segments and bridges (See Exhibit A, incorporated by reference):

- A. Existing SR 26 from its eastern junction with the to-be-built PROJECT easterly to the West Lafayette corporate limits at Grant Street (Approx. 1.62 miles) and the two segments that

fall between the Cities of West Lafayette and Lafayette over, and adjacent to, the Wabash River (Approx. 0.24 mile) for a total distance of approximately 1.86 miles.

- B. Existing SR 43 from the West Lafayette corporate limits north to the southern ramps (# 178D & C) at I-65 for a total distance of approximately 4.42 miles.
- C. Existing SR 526 from the Purdue University Airport entrance north to the current alignment of SR 126 for a total distance of approximately 1.61 miles.
- D. Existing SR 126 from the current alignment of SR 526 east to existing US 231 for a total distance of approximately 1.09 miles.
- E. The two existing bridges over the Wabash River on Columbia and South Streets (Structure #'s 26-79-6961 EB & 26-79-6961J WB).
- F. The existing bridge over Happy Hollow Creek on North River Road (Structure # 43-79-6228).

Section 4 Upon completion of the PROJECT listed in Section 2, the STATE shall transfer in "as is condition", and the City of West Lafayette shall accept, jurisdiction of the following roadway segments (See Exhibit A, incorporated by reference):

- A. Existing SR 26 from the city's western corporate limits at Grant Street east to the city's western corporate limits at the west bank of the Wabash River (Approx. 0.95 miles) and the one-way westbound segment on State Street (Approx. 0.18 mile) for a total distance of approximately 1.13 miles.
- B. Existing SR 43 from the northern ramp (# 015A) at current US 231 (Fowler Avenue) north to the corporate limits for a total distance of approximately 0.74 mile.
- C. Existing SR 443 (excluding bridge structure #7583 over US 52) from the current alignment of SR 43 north to the northern ramp (#011D) at US 52 for a total distance of approximately 1.38 miles.

Section 5 Upon completion of the PROJECT listed in Section 2, the STATE shall transfer in "as is condition", and the City of Lafayette

shall accept, jurisdiction of the following roadway segments

(See Exhibit A, incorporated by reference):

- A. Existing SR 26 from the city's western corporate limits at the east bank of the Wabash River east to its western junction at US 52 (including the one-way westbound segment over Columbia Street) for a total distance of approximately 2.88 miles.

Section 6 The STATE agrees to perform not less than one resurfacing of SR 443 between the time of date of execution of this agreement and the final transfer. Aside from this, prior to transfer, any and all future projects programmed by the STATE on the five existing state road segments identified on Exhibit A as "ROAD SEGMENTS TO TRANSFER" will be predicated solely on STATE identified safety and/or maintenance needs. No added capacity or capital improvements will be performed on these road segments prior to transfer.

Section 7 Limited Access provisions, if any, shall continue to apply for all right-of-way acquired as part of the PROJECT.

Section 8 The COUNTY agrees to protect, through its authority, the necessary corridor (or approved alternate route) for a possible future extension of US 231 from SR 26 north to US 52 (shown in approximation on Exhibit A as "POTENTIAL US 231 FUTURE CORRIDOR", incorporated by reference). Should the STATE find it feasible to complete, or substantially (defined herein as more than fifty percent of the total combined costs for engineering, right-of-way and construction, as provided by the STATE)

participate in, the construction of this route at a future date, the COUNTY and the City of West Lafayette will agree to accept jurisdiction of those route segments identified on Exhibit A as "POTENTIAL FUTURE ROADS FOR TRANSFER".

Section 9 The STATE shall send by certified mail the COUNTY, the City of West Lafayette and the City of Lafayette, a letter establishing the effective date of the road and bridge transfers described in Sections 3, 4, and 5. The transfer date shall be determined by the STATE and shall be a date no later than four weeks from the date of final inspection of the completed PROJECT.

Section 10 After the effective date (as established in Section 9) of the transfers:

- A. The COUNTY shall provide all maintenance, reconstruction, and construction for the roads and bridges being transferred in Section 3 (including all traffic control devices and appurtenances).
- B. The City of West Lafayette shall provide all maintenance, reconstruction, and construction for the roads being transferred in Section 4 (including all traffic control devices and appurtenances).

C. The City of Lafayette shall provide all maintenance, reconstruction, and construction for the roads being transferred in Section 5 (including all traffic control devices and appurtenances).

Section 11 The STATE shall, at the request of the COUNTY or the City of West Lafayette or the City of Lafayette, supply a copy of all Official Actions for all traffic controls and existing plans for the roads and bridges being transferred as described in Sections 3, 4, and 5.

Section 12 In the event that construction of the entire PROJECT is completed, the transfers mentioned in Sections 3, 4, and 5 shall be valid regardless if any or all of the named parties, other than the STATE, have withdrawn their participation in this contract.

Section 13 The COUNTY, the City of West Lafayette, the City of Lafayette and their subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work (if any) under this agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

INSOFAR as authorized by law, this agreement shall be binding upon the parties, their successors or assignees.

THIS AGREEMENT shall not be effective unless, and until, it is approved by the Attorney General of Indiana, or her/his authorized representative, as to legality and form.

IN WITNESS WHEREOF, the parties have executed this agreement.

BOARD OF COMMISSIONERS
COUNTY OF TIPPECANOE

STATE OF INDIANA
DEPARTMENT OF
TRANSPORTATION

x William D. Haan
William D. Haan, President

Recommended For Approval

x Nola J. Gentry
Nola J. Gentry, V. Pres.

Donald W. Lucas
Donald W. Lucas
Chief Engineer
Office of Highway Operations

x Gene Jones
Gene Jones

ATTEST:
x Betty J. Michael
Auditor Betty J. Michael

Executed By:
Curtis A. Wiley
Commissioner

CITY OF WEST LAFAYETTE
Sonya L. Margerum
Mayor Sonya L. Margerum

Approved as to form and legality:

Jeffrey A. Modisett
Jeffrey A. Modisett
Attorney General of Indiana

(FOR)

ATTEST
x Judith C. Rhodes
Clerk Treasurer Judith C. Rhodes

Date Approved: 3-26-97

CITY OF LAFAYETTE
x Dave Heath
Mayor

ATTEST
x Trisa Decker
Clerk

ACKNOWLEDGMENT

State of Indiana County of Tippecanoe, SS:

Before me, the undersigned Notary Public in and for said County personally appeared x Sonya L. Margerum, Mayor

(Name of signers, their official

West Lafayette Mayor
capacity and agency name)

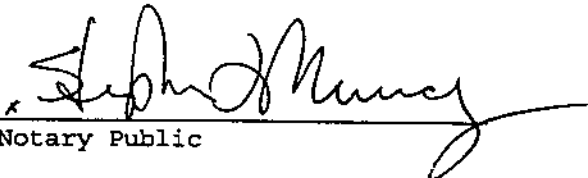
and each acknowledged the execution of the foregoing agreement on this

23rd day of December 1996.

Witness my hand and seal the said last named date.

My Commission Expires

April 5th, 1998

x 
Notary Public

Tippecanoe
County of Residence

Stephen L. Murray
Typed or Printed Name

ACKNOWLEDGMENT

State of Indiana County of Tippecanoe, SS:

Before me, the undersigned Notary Public in and for said County personally appeared x William D. Haan, Pres; Nola J. Gentry, Vice Pres;

Gene Jones, Member
(Name of signers, their official

Tippecanoe County Board of Commissioners
capacity and agency name)

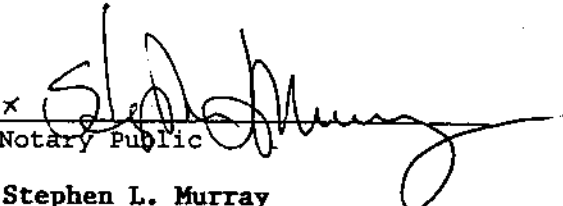
and each acknowledged the execution of the foregoing agreement on this

23rd day of December 1996.

Witness my hand and seal the said last named date.

My Commission Expires

April 5th, 1998

x 
Notary Public

Tippecanoe
County of Residence

Stephen L. Murray
Typed or Printed Name

ACKNOWLEDGMENT

State of Indiana County of Tipppecanee, SS:

Before me, the undersigned Notary Public in and for said County personally appeared * Mayor Dave Heath

(Name of signers, their official

La Fayette Mayor
capacity and agency name)

and each acknowledged the execution of the foregoing agreement on this

23rd day of December 1996

Witness my hand and seal the said last named date.

My Commission Expires

3-7-99

* Tamara A Diner
Notary Public

Tipppecanee
County of Residence

TAMARA A Diner
Typed or Printed Name

ACKNOWLEDGMENT

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared CURTIS A. WILEY, Commissioner of the Indiana Department of Transportation, and acknowledged the execution of the foregoing agreement on this 21st day of FEBRUARY, 1997.

Witness my hand and seal the said last named date.

My Commission Expires

2-21-2000

JoAnn Swinford
Notary Public

MARION
County of Residence

JOANN SWINFORD
Typed or Printed Name

EXHIBIT A

