



Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality:
Township/Road District:	Township/Road District:
County: Lake	County: Cook

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Weiland Road Route FAU 2665 Length 0.05 miles (0.08 KM)
Termini From the south edge of pavement of Lake Cook Road (FAP 379) southwesterly 0.05 miles to Lake-Cook County Line, in its entirety

This transfer does does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Recipient to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval ~~XXXXX~~ calendar days after Upon Award of Construction Contract

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement #1 STIPULATIONS, #2 MAP, #3 LAKE COUNTY RESOLUTION, #4 COOK COUNTY RESOLUTION and #5 VILLAGE OF BUFFALO GROVE CONCURRENCE

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Aaron Lawlor

Name Toni Preckwinkle

Title Chairman, Lake County Board
Chairman County Board/Mayor/Village President/etc.

Title President, Board of County Commissioners
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date

STIPULATIONS

The following contains stipulations to an agreement between the County of Cook and the County of Lake.

This Agreement will be identified as Cook County Sections: 14-A5015-03-RP and 14-A5015-04-RP and Lake County Section: 14-00999-01-WR.

The obligations of the County of LAKE (hereinafter LAKE) and the County of Cook (hereinafter COOK) are as follows:

1. LAKE shall:
 - a. Execute five (5) copies of the Local Agency Agreement for Jurisdictional Transfer of which these Stipulations are a part, adopt a Resolution, to remove jurisdiction of Weiland Road from Lake Cook Road southwesterly 0.05 miles to the Lake- Cook County Line, in its present condition and in its entirety, said transfer of jurisdiction to be effective upon award of construction contract
(The Resolution will be adopted at the same Lake County Board meeting at which the Local Agency Agreement for Jurisdictional Transfer is approved. Additionally, a certified copy of the Lake County Board Resolution approving the Jurisdictional Transfer of Weiland Road will be supplied separately to COOK).
2. COOK shall:
 - a. Maintain Weiland Road from Lake Cook Road southwesterly 0.05 miles to Lake-Cook County Line, said maintenance to commence upon award of construction contract;
 - b. Pass the Resolution (SUPPLEMENT #4) concurrently with the COOK's execution of five (5) copies of the Local Agency Agreement for Jurisdictional Transfer to accept Weiland Road from Lake Cook Road southwesterly 0.05 miles to the Lake-Cook County Line, from LAKE jurisdiction, in its present condition and in its entirety, upon award of construction contract; and,
 - c. Following execution of this Agreement (in five copies) by LAKE and COOK, in that order, submit five copies of the Agreement to the Illinois Department of Transportation for requisite approval as to the change of jurisdictional responsibility of Weiland Road (CH W17).
3. COOK and LAKE agree that their respective successors and assigns shall be bound by the terms of this Agreement.



Illinois Department of Transportation

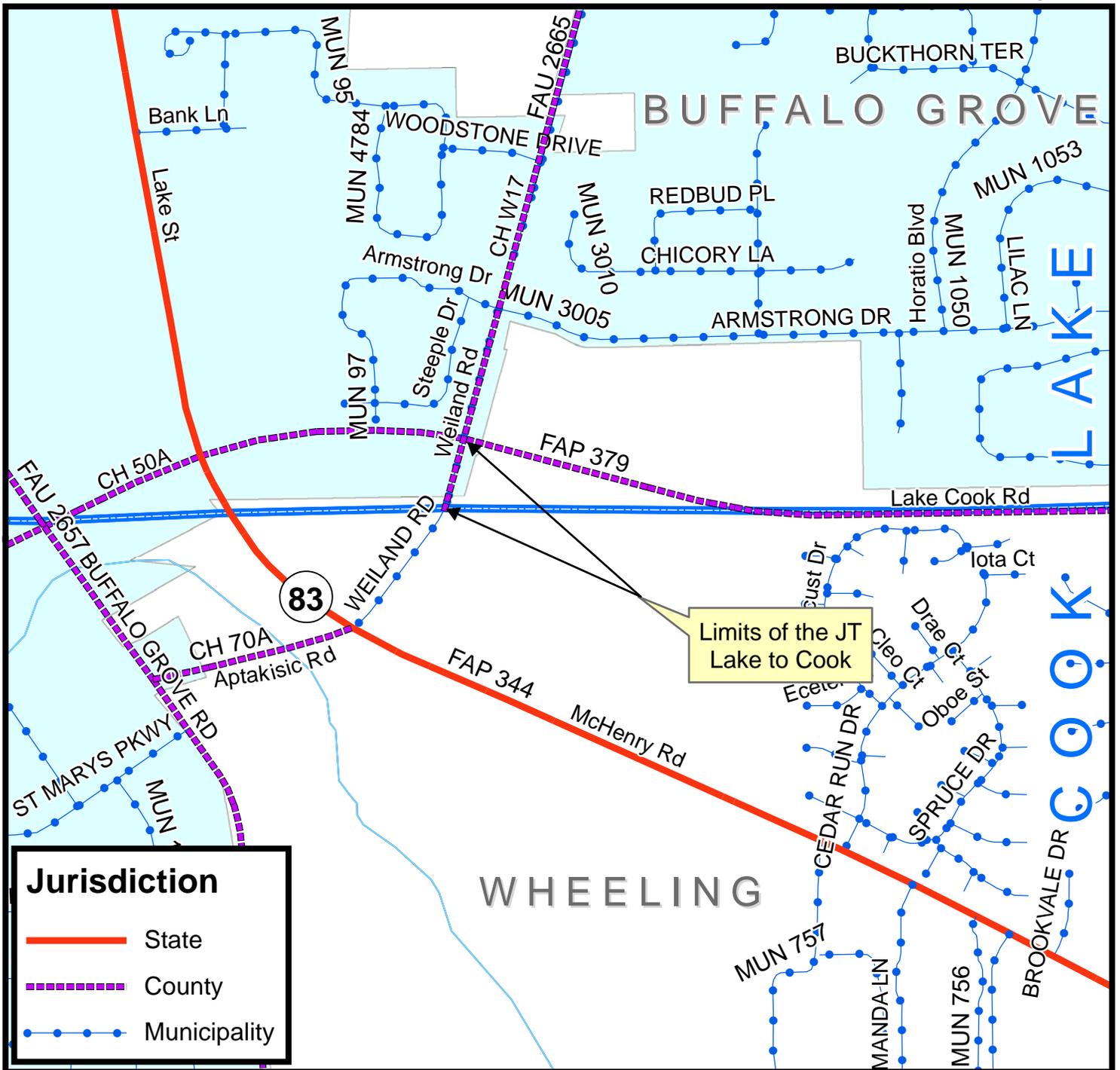
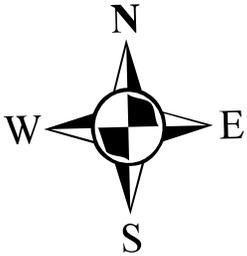
Jurisdictional Transfer

LAKE COUNTY
TO
COOK COUNTY

WEILAND ROAD (FAU 2665)

From the south edge of pavement of Lake Cook Road (FAP 379) southwesterly 0.05 miles to the Lake-Cook county line, in its entirety

Lake & Cook



COUNTY OF LAKE

LAKE COUNTY RESOLUTION No. _____

Concerning the deletion of Weiland Road between Lake Cook Road and Lake-Cook County Line from the Lake County system at a future date:

WHEREAS, the County of Lake and the County of Cook are entering into agreement for the transfer of jurisdiction and maintenance of Weiland Road from Lake Cook Road southwesterly 0.05 miles to Lake-Cook County Line, from the Lake County system of this Lake County.

NOW, THEREFORE, be it ordained that, upon award of construction contract, affixes his signature to this agreement, the County of Lake relinquish jurisdiction and maintenance of Weiland Road from Lake Cook Road southwesterly 0.05 miles to Lake-Cook County Line, in its entirety; and, thereby remove said road segment from its Lake County system and said road segment shall then and thereafter be a County Highway of the County of Cook.

The Chairman, Lake County Clerk, and such other persons as the Chairman deems necessary and appropriate, are hereby authorized to execute the Local Agency Agreement for Jurisdictional Transfer, which is attached hereto and made a part hereof, and to take such other and further steps as may be necessary to effectuate the intent of this Resolution.

The Clerk of this Lake County is directed to see that a certified copy of this Resolution is attached as Supplement #3 of the Local Agency Agreement for Jurisdictional Transfer being entered into with the County of Cook (five copies of said Agreement) and to return same to the County of Cook.

Certification

I, _____, Lake County Clerk in and for the County of Lake, a municipal corporation of the State of Illinois and keeper of the records and files of said municipality as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of an Resolution passed by the Lake County Board of the County of Lake at its regular meeting held on _____, 2017.

In testimony whereof I have hereunto set my hand and affixed the seal of this municipality at my office on the above date.

(SEAL)

Lake County Clerk

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on , 2017 passed the following Resolution:

**17-R-
RESOLUTION**

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

Resolved by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, five (5) copies of a Local Agency Agreement for Jurisdictional Transfer with the County of Lake, wherein the County of Cook shall assume jurisdiction and maintenance of Weiland Road as County Highway W17 from the south edge of pavement of Lake Cook Road southwesterly 0.05 miles to Lake-Cook County Line, in its entirety, adding Weiland Road to the County Highway System of Cook County, the roadway will be referred to as CH W17, upon award of construction contract, affixes signature to said Local Agency Agreement; and, the Department of Transportation and Highways is directed to forward five (5) executed copies of the Agreement to the Illinois Department of Transportation for approval.

all of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set
my hand and affixed the SEAL of said County
at my office in the City of Chicago, this
day of A.D. 2017.

SEAL

County Clerk

**AMENDMENT #1 TO THE AGREEMENT
DATED JUNE 13, 1995
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE
FOR THE ROADWAY IMPROVEMENT, MAINTENANCE RESPONSIBILITIES
AND JURISDICTIONAL TRANSFERS
OF BUSCH ROAD/PARKWAY AND DEERFIELD PARKWAY;
BUFFALO GROVE ROAD/PORT CLINTON ROAD/PRAIRIE ROAD;
WEILAND ROAD; AND PRAIRIE ROAD**

THIS AMENDMENT entered into this 19th day of January, A.D., 2017, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chairman and County Board, hereinafter the COUNTY; and the VILLAGE OF BUFFALO GROVE, Illinois, an Illinois Municipal Corporation, acting by and through its Village President and Village Board, hereinafter the VILLAGE. The COUNTY and the VILLAGE may hereinafter be referred to collectively as "parties" and individually as a "party" to This Amendment.

WITNESSETH:

WHEREAS, the COUNTY and the VILLAGE have entered into an agreement for the roadway improvements to, the maintenance responsibilities for and the jurisdictional transfers of Busch Road/Parkway and Deerfield Parkway; Buffalo Grove Road/Port Clinton Road/Prairie Road; Weiland Road; and Prairie Road dated the thirteenth day of June, A.D. 1995 (hereinafter referred to as the 1995 AGREEMENT) stipulating specific improvements to and the jurisdictional transfers of said named roadways located within the VILLAGE, and;

WHEREAS, the responsibilities for the improvements to and the jurisdictional transfer of Weiland Road to the VILLAGE are stipulated in the 1995 AGREEMENT, and;

WHEREAS, said 1995 AGREEMENT stipulated the limits of the jurisdictional transfer of Weiland Road from the COUNTY to the VILLAGE to be from the Lake-Cook County line to Aptakisic Road, and;

WHEREAS, the Illinois Department of Transportation (hereinafter IDOT) form "Local Agency Agreement for Jurisdictional Transfer" prepared for Weiland Road and attached to the 1995 AGREEMENT as EXHIBIT III indicates the limits of said jurisdictional transfer of Weiland Road to the VILLAGE to be from the Lake-Cook County Line to Aptakisic Road, and;

WHEREAS, the COUNTY and the VILLAGE are desirous to amend said 1995 AGREEMENT as it pertains to the limits of the jurisdictional transfer as it relates to that portion of Weiland Road located between Lake Cook Road and the Lake-Cook County line, and;

WHEREAS, the VILLAGE is desirous of entering into this amendment to the 1995 AGREEMENT (hereinafter the AMENDMENT) with the COUNTY changing the limits of the jurisdictional transfer to that portion of Weiland Road located south of Lake Cook Road, and;

WHEREAS, Section IV, Subsection B, Paragraph 6.a. of the 1995 AGREEMENT requires revised language to reflect the amendments contemplated herein, and;

WHEREAS, Section IV, Subsection C, Paragraph 8.a. of the 1995 AGREEMENT requires revised language to reflect the amendments contemplated herein, and;

WHEREAS, EXHIBIT III of the 1995 AGREEMENT requires revision to reflect the changed limits of the jurisdictional transfer on Weiland Road to occur north of Lake Cook Road only, and;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

1. It is mutually agreed by and between the parties hereto that Section IV, Subsection B, Paragraph 6.a. of the 1995 AGREEMENT is hereby amended to read as follows:

To prepare and duly execute the jurisdictional transfer agreement to remove Weiland Road from Lake Cook Road north to Aptakisic Road from the County Highway System. Said jurisdictional transfer agreement for this segment of Weiland Road is attached hereto as EXHIBIT III and by reference herein is hereby made a part of THIS AGREEMENT.

2. It is mutually agreed by and between the parties hereto that Section IV, Subsection C, Paragraph 8.a. of the 1995 AGREEMENT is hereby amended to read as follows:

To approve and duly execute the jurisdictional transfer agreement to add Weiland Road from Lake Cook Road north to Aptakisic Road to the municipal street system upon completion of the future roadway improvements to Weiland Road.

3. It is mutually agreed by and between the parties hereto that the termini indicated on EXHIBIT III attached to the 1995 AGREEMENT shall be amended to read from Aptakisic Road to Lake Cook Road. Said amended EXHIBIT III has been prepared using the current iteration of the IDOT Local Agency Agreement for Jurisdictional Transfer and is attached hereto and hereby made a part of this AMENDMENT.

4. It is mutually agreed by and between the parties hereto that all terms and conditions stated in this AMENDMENT be made a part of the 1995 AGREEMENT, and that all other terms and conditions not in conflict with this AMENDMENT as set forth in the 1995 AGREEMENT shall remain in full force and effect.

5. It is mutually agreed by and between the parties hereto that this AMENDMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this AMENDMENT without first obtaining the expressed written consent of the other party to this AMENDMENT.

ATTEST:

Ernest M. Sambucini
 VILLAGE Clerk
 VILLAGE OF BUFFALO GROVE

VILLAGE OF BUFFALO GROVE

By: Renee Sussman
 Village President
 VILLAGE OF BUFFALO GROVE

Date: 12/19/16

RECOMMENDED FOR EXECUTION

Paula Tungs
 Lake County
 County Engineer/Director of Transportation

ATTEST:

Alan W. [Signature]
 Clerk
 Lake County

COUNTY OF LAKE

By: [Signature]
 Chairman
 Lake County Board

Date: 1-19-17

AMENDED EXHIBIT III



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: Buffalo Grove
Township/Road District:	Township/Road District:
County: Lake	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Weiland Road Route V 73 Length 10,665 LF
 Termini Aptakistic Road to Lake Cook Road in its entirety.

This transfer does does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
 NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
 NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval Per IGA between the Local Agencies (See Supplements #2 and #3)

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.
 Supplement #1 Location Map; #2 BG Transportation Agreement; #3 Amendment to BG Transportation Agreement
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Aaron Lawlor

Name Beverly Sussman

Title Chairman County Board
Chairman County Board/Mayor/Village President/etc.

Title Village President
Chairman County Board/Mayor/Village President/etc.

Signature

Signature

APPROVED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date

RECOMMENDED FOR EXECUTION

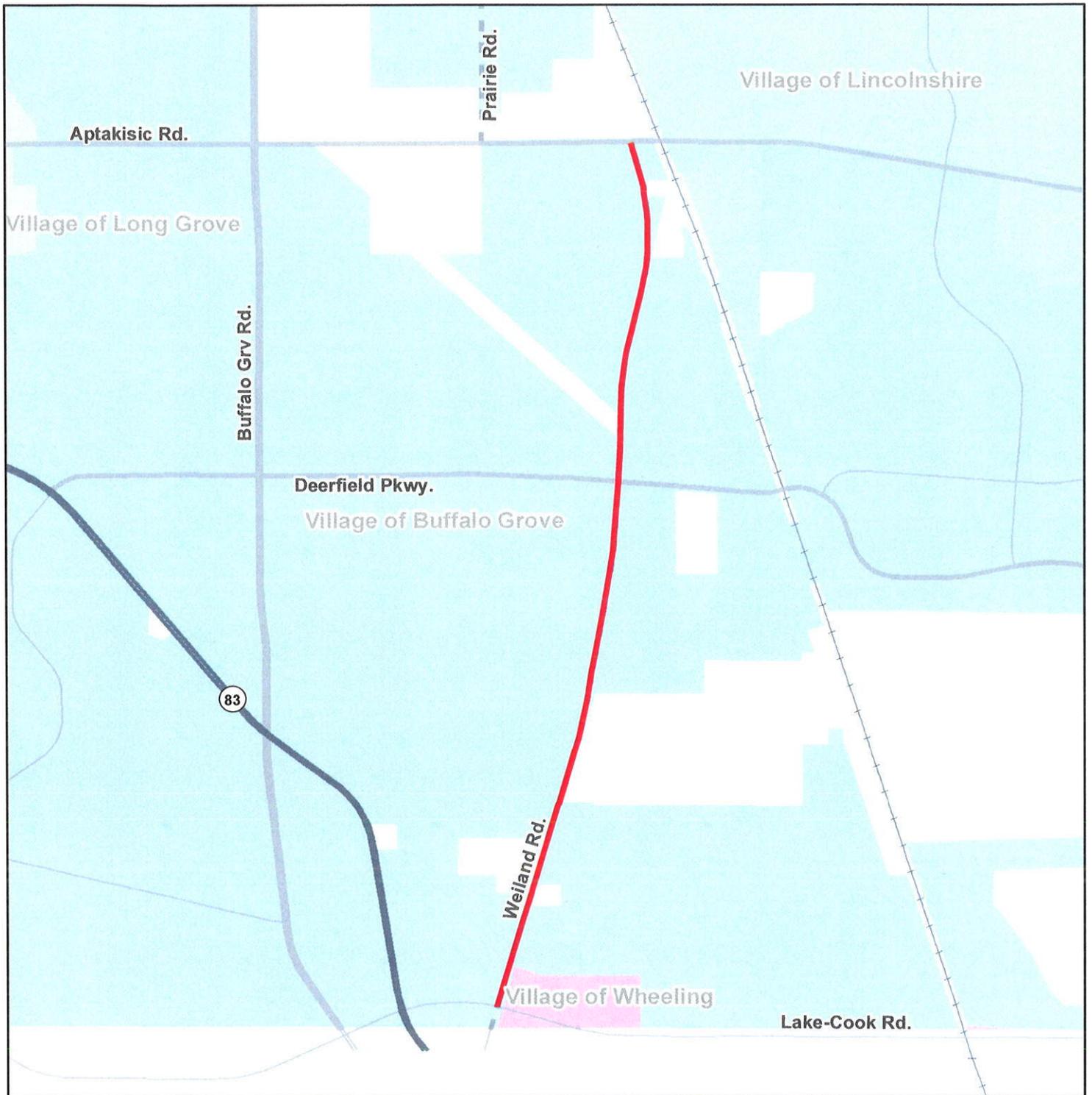
ATTEST

Printed 6/7/2016

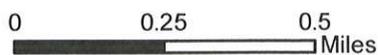
Paula J. Trigg, R.E.
 Director of Transportation/County Engineer

County Clerk

Location Map



— Jurisdictional transfer (2.02 mi, 10665 L.F.)



VILLAGE OF BUFFALO GROVE



Fifty Raupp Blvd
Buffalo Grove, IL 60089-2196
Phone 847-459-2500
Fax 847-459-0332

Village Clerk
Janet M. Sirabian

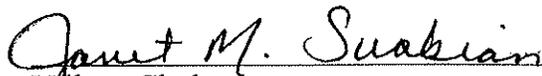
STATE OF ILLINOIS)

COUNTIES OF LAKE AND COOK)

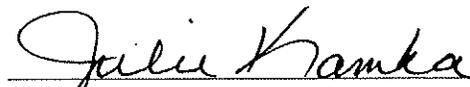
I, JANET M. SIRABIAN, hereby certify that I am the duly elected, qualified and acting Village Clerk of the Village of Buffalo Grove, Counties of Cook and Lake, Illinois, and the keeper of its seal and records.

I hereby further certify that the attached is a true copy of Resolution No.2016-33 adopted on the 19th day of December, 2016 by the Village Board of the Village of Buffalo Grove as shown by the records in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Buffalo Grove this 28th day of December, 2016.



Village Clerk



By: Deputy Village Clerk



RESOLUTION NO. 2016 - 33

A RESOLUTION APPROVING AMENDMENT #1 TO THE AGREEMENT DATED JUNE 13,1995 BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR THE ROADWAY IMPROVEMENT, MAINTENANCE RESPONSIBILITES AND JURISDICTIONAL TRANSFERS OF BUSCH ROAD/PARKWAY AND DEERFIELD PARKWAY; BUFFALO GROVE ROAD/PORT CLINTON ROAD/PRAIRIE ROAD; WEILAND ROAD; AND PRAIRIE ROAD

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and,

WHEREAS, the quality of life is enhanced by a high quality arterial street transportation system which allows both commuters and residents to travel efficiently in and out of the Village of Buffalo Grove and reduces the amount of “cut through” traffic through the neighborhood streets; and,

WHEREAS, the Village Board previously approved Resolution No. 1995-44 (A Resolution Approving a Multi-Corridor Agreement with Lake County) which indicated the Village’s agreement to accept the Jurisdictional Transfer of Weiland Road from the Lake-Cook County Line to Aptakisic Road from Lake County to the Village of Buffalo Grove, after completion of the future proposed construction project as described in the 1995 Agreement; and,

WHEREAS, Amendment #1 to the 1995 Agreement provides for the forgoing transfer (attached hereto as Exhibit A); and,

WHEREAS, In addition, the Lake County Department of Transportation has agreed to remove the portion of Weiland Road, from the Lake-Cook County Line to Lake Cook Road, as shown on Exhibit B, from the 1995 Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

The Village of Buffalo Grove hereby approves Amendment #1 to the 1995 Agreement (attached hereto as Exhibit A) that removes the portion of Weiland Road, from the Lake-Cook County Line to Lake Cook Road, from the 1995 Agreement with Lake County.

AYES: 6 – Berman, Trilling, Stein, Ottenheimer, Weidenfeld, Johnson

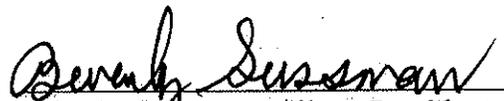
NAYES: 0 - None

ABSENT: 0 - None

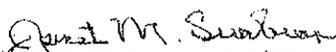
PASSED: December 19, 2016.

APPROVED: December 19, 2016.

APPROVED:


Beverly Sussman, Village President

ATTEST:


Janet M. Sirabian, Village Clerk





Lake County Illinois

Certified Copy

resolution: 17-0048

File Number: 17-0048

Joint resolution authorizing an amendment to the Village of Buffalo Grove Transportation Agreement for Weiland Road.

RESOLUTION

WHEREAS, this Lake County Board, by prior resolution at its meeting of June 13, 1995, approved the Transportation Agreement with the Village of Buffalo Grove for Weiland Road; and

WHEREAS, an amendment to the original agreement is needed to allow the jurisdictional transfer of Weiland Road, from Aptakisic Road to Lake Cook Road, to the Village of Buffalo Grove; and

WHEREAS, the amendment allows for the future jurisdictional transfer of Weiland Road, from Lake Cook Road county line, from Lake County to Cook County; and

WHEREAS, the Village of Buffalo Grove approved this amendment at its December 19, 2016 board meeting.

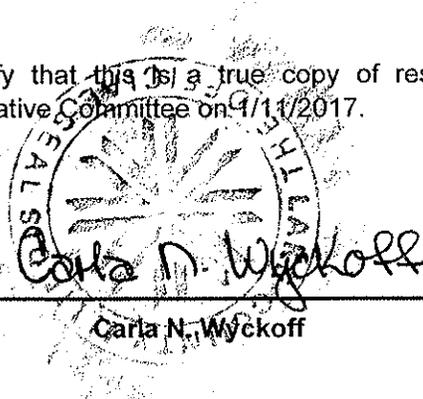
NOW, THEREFORE BE IT RESOLVED by this Lake County Board, that the County Board Chair, the County Clerk, and the County Engineer of Lake County, be authorized, and they are hereby directed to execute an amendment to the agreement with the Village of Buffalo Grove to allow the jurisdictional transfer of Weiland Road, from Aptakisic Road to Lake Cook Road, to the Village of Buffalo Grove and such authorization shall include any necessary subsequent amendments.

BE IT FURTHER RESOLVED that the County Engineer shall transmit, in writing, the amendment, and any subsequent amendments, to be executed by the County Board Chair and the County Clerk.

DATED at Waukegan, Illinois, on January 17, 2017.

I, Carla N. Wyckoff, certify that this is a true copy of resolution No. 17-0048, passed by the Financial and Administrative Committee on 1/11/2017.

Attest:



Carla N. Wyckoff

Carla N. Wyckoff

JAN 17 2017

Date Certified



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois/62764

August 3, 1995

VM case

*C: MGB (cover ltr.)
AG (Road agr.)
TD (lth. & reg.)*

RECEIVED

AUG - 4 1995

LAKE CO. DIV. TRANS.

- Administration
- Construction
- Maintenance
- Design
- Traffic
- Sign Shop
- Planning
- Other
- File

- Jurisdictional Transfer
- Lake County and Village of Buffalo Grove Agreements
- Busch Road/Parkway and Deefield Parkway (CH-11); Buffalo Grove Road
- Port Clinton Road/Prairie Road (CH-16); Weiland Road; and Prairie Road
- Mrs. Willard Helander
- County Clerk
- Lake County
- 18 North County
- Waukegan, IL 60085

Dear Mrs. Helander:

On August 2, 1995 the department executed agreements which provide for the jurisdiction of the above noted highways between the county and village.

Upon execution of agreements and in accordance with the terms of agreements, the county received jurisdiction of County Highways 11 and 16 (as described in agreements). The remaining highways will be transferred from the village to the county as noted in agreements.

Attached are copies of the executed agreements, which include the descriptions of the highway involved.

Very truly yours,

William T. Sunley, P. E.
Engineer of Local Roads and Streets

Gerald E. Fitzpatrick
By: Gerald E. Fitzpatrick
Local Project Development Engineer

- cc-
- Martin G. Buehler, County Engineer
 - Sidney Mathias, Village President
 - Janet M. Sirabian, Village Clerk
 - Richard Kuenkler, Municipal Engineer
 - D. P. Carlson Attn: N. L. Magnus
 - Attn: R. D. Fonda
 - Attn: W. S. Kos

AGREEMENT

**BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE
FOR THE ROADWAY IMPROVEMENT, MAINTENANCE RESPONSIBILITIES
AND
JURISDICTIONAL TRANSFERS OF
BUSCH ROAD/PARKWAY AND DEERFIELD PARKWAY;
BUFFALO GROVE ROAD/PORT CLINTON ROAD/PRAIRIE ROAD;
WEILAND ROAD; AND PRAIRIE ROAD**

THIS AGREEMENT entered into this 13th day of JUNE, A.D.,
1995, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate,
acting by and through its Chairman and County Board, hereinafter referred to as the COUNTY; and
the VILLAGE OF BUFFALO GROVE, Illinois, an Illinois Municipal Corporation, acting by and
through its Village President and Village Board, hereinafter referred to as the VILLAGE.

WITNESSETH:

WHEREAS, the COUNTY and the VILLAGE, due to increasing traffic volumes, roadway
congestion and the alignment of certain roadways, have undertaken certain discussions regarding
the need for roadway improvements and the transfer of jurisdictional and maintenance
responsibilities; and,

WHEREAS, as a result of said discussions and in order to facilitate the free flow of traffic,
mitigate congestion on the roadways and ensure safety to motoring public, the COUNTY and the
VILLAGE have reached certain agreements relating to the jurisdictional transfer, maintenance and
improvement of certain roadways under their respective jurisdictions; and,

WHEREAS, the COUNTY and the VILLAGE, having reached certain agreements, are
desirous of entering into an agreement relating to the jurisdictional transfer, maintenance and
improvement of certain roadways in the south central section of Lake County; and,

WHEREAS, THIS AGREEMENT sets forth the duties and responsibilities of the COUNTY and the VILLAGE as they relate to said jurisdictional transfers, maintenance responsibilities and roadway improvements of said certain roadways, as hereinafter described. THIS AGREEMENT shall be known as the BUFFALO GROVE TRANSPORTATION AGREEMENT; and,

WHEREAS, said certain roadways shall include: (1) Busch Road/Parkway/Deerfield Parkway from Illinois Route 83 to U.S. Route 45/Illinois Route 21; (2) Buffalo Grove Road/ Port Clinton Road/Prairie Road from Illinois Route 83 to the north Corporate Limit on Prairie Road; (3) Weiland Road from the Lake-Cook County Line to Aptakistic Road; and, (4) Prairie Road from Aptakistic Road to Illinois Route 22; and,

WHEREAS, said jurisdictional transfers, maintenance responsibilities and roadway improvements will be of immediate benefit to the COUNTY and the VILLAGE, their residents and the motoring public;

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, the COUNTY and the VILLAGE do hereby enter into the following:

BUFFALO GROVE TRANSPORTATION AGREEMENT

Section I. Recitals

It is mutually agreed by and between the parties hereto that the foregoing recitals are hereby incorporated herein as though fully set forth.

Section II. Busch Road/Parkway/Deerfield Parkway ; Illinois Route 83 to U.S. Route 45/Illinois Route 21

A. The Staged Construction of Improvements

It is mutually agreed by and between the parties hereto that the proposed improvement of Busch Road/Parkway/Deerfield Parkway may be constructed in one or more stages. Said stages of construction are generally described as follows:

1. Stage I: Busch Road/Parkway at Weiland Road (1) The widening and reconstruction of the existing pavement to provide for 2 through lanes in each direction and providing separate left turn lanes on all approaches of the intersection; (2) installation of new traffic control signals; (3) widening and reconstruction of the existing pavement on the east approach, easterly through the Wisconsin Central Ltd.

railroad crossing then tapering down to the existing pavement width; (4) providing a separate eastbound to southbound right turn lane at Commerce Court; (5) installation of new traffic control signals at Commerce Court; (6) widening the existing Wisconsin Central Ltd. railroad crossing to accommodate the 5 lane roadway including the installation of new gates, flashers and rubber crossing surface; (7) interconnection of said traffic control signals and the railroad crossing protection devices; (8) installation of curb and gutter and stormsewer; (9) construction of center barrier medians and traffic islands; (10) installation of pavement markings; and, (11) performing all other work in conformance with the approved final engineering plans, specifications and construction contract documents.

2. Stage II: Busch Road at Highland Grove Drive and at Buffalo Grove Road (1) Widening and reconstructing the existing pavement to provide for 1 through lane in each direction and separate left and right turn lanes at Highland Grove Drive and at Buffalo Grove Road; (2) installing new traffic control signals at Highland Grove Drive; (3) modernizing and upgrading the existing traffic control signals at Buffalo Grove Road; (4) installation of pavement markings; and, (5) performing all other work in conformance with the approved final engineering plans, specifications and construction contract documents.
3. Stage III: Busch Road Reconstruction (Filling the Gaps) Between Illinois Route 83 and Weiland Road (1) Widening and reconstructing the existing pavement to provide for 1 through lane in each direction with a continuous center left turn lane or painted median; (2) installing pavement markings; and, (3) performing all other work in conformance with the approved final engineering plans, specifications and construction contract documents.
4. Stage IV: Busch Parkway at Deerfield Parkway Intersection Realignment (1) Widening the existing pavement to provide 2 through lanes in each direction on Busch Parkway from the Wisconsin Central Ltd. railroad crossing to Deerfield Parkway; (2) realigning the existing intersection of Busch Parkway and Deerfield Parkway to provide for a continuous east-west through movement between Busch Parkway and Deerfield Parkway; (3) widening the existing pavement on the north (east) approach of Busch Parkway to provide for a separate right turn lane; (4) installing new traffic control signals at the realigned intersection; and, (5) performing all other work in conformance with the approved final engineering plans, specifications and construction contract documents.

B. COUNTY Responsibilities: Busch Road/Parkway/Deerfield Parkway: Illinois Route 83 to U.S. Route 45/ Illinois Route 21

The COUNTY agrees to be responsible for the following:

1. Engineering Responsibilities
 - a. To solely determine the exact nature, scope and limits of the proposed improvements to Busch Road/Parkway/Deerfield Parkway in consultation with the VILLAGE.
 - b. To review and approve all preliminary and final engineering plans prior to a construction contract letting. Said review and approval shall be at the sole discretion of the COUNTY's County Engineer in consultation with the VILLAGE. Said review and approval shall not be unreasonably withheld.
2. Improvement Cost Responsibilities
 - a. To pay 100% of the local match of the Federal STP-U funds as approved by the Lake County CATS Council of Mayors for the roadway improvement items only on Busch Road/Parkway/Deerfield Parkway, Weiland Road and Buffalo Grove Road.
 - b. To pay 100% of all costs not covered by any Federal, state or private source of funds for the widening of the Wisconsin Central Ltd. railroad crossing. The COUNTY shall only be responsible for the costs of the railroad crossing widening that are directly attributable to the roadway widening only.
 - c. To pay an amount up to, but not to exceed, \$1,000,000.00 for the Stage I improvement.
 - d. To pay an amount up to, but not to exceed, \$935,000.00 per construction stage for the Stage II, Stage III and Stage IV improvements.
3. Traffic Control Signal Responsibilities
 - a. To pay 100% of the local match for the modernization and upgrading of the existing traffic control signals at (1) Busch Road/ Parkway and Weiland Road; and, (2) Busch Road and Buffalo Grove Road.

- b. To pay 50% of the local match for the installation of the new traffic control signals at Busch Road and Highland Grove Drive.
- c. To pay 2/3 of the local match for the installation of the new traffic control signals at Busch Parkway and Deerfield Parkway.
- d. The COUNTY's payment for the traffic control signals as herein set forth in Section II.B.3.a., Section II.B.3.b. and Section II.B.3.c shall be considered a part of, and not in addition to, the upper limit of participation as heretofore set forth in Section II.B.2.c. and Section II.B.2.d.
- e. To assume sole ownership of the traffic control signals, inclusive of the emergency vehicle pre-emption systems, for the traffic control signals on Busch Road/Parkway at Buffalo Grove Road, Highland Grove Drive, Weiland Road, Commerce Court and Deerfield Parkway.
- f. To have the sole authority to regulate the sequence and all other aspects of the timing of all the traffic control signals, inclusive of the emergency vehicle pre-emption systems, at the locations as herein described in Section II.B.3.e.
- g. To maintain, or cause to be maintained, all the traffic control signals, inclusive of the emergency vehicle pre-emption systems, at the locations as herein described in Section II.B.3.e.
- h. To pay 100% of the maintenance costs for the traffic control signals at Busch Road and Buffalo Grove Road.
- i. To pay 50% of the maintenance costs for the traffic control signals at (1) Busch Road and Highland Grove Drive; and, (2) Busch Road/Parkway and Weiland Road.
- j. To pay 2/3 of the maintenance costs for the traffic control signals at (1) Busch Parkway and Commerce Court; and, (2) Busch Parkway and Deerfield Parkway.
- k. To pay 100% of all future costs for the repair, replacement, upgrading or modernization of the traffic control signals at Busch Road and Buffalo Grove Road.

- l. To pay 50% of all future costs for the repair, replacement, upgrading or modernization of the traffic control signals at (1) Busch Road and Highland Grove Drive; and, (2) Busch Road/Parkway at Weiland Road.
- m. To pay 2/3 of all future costs for the repair, replacement, upgrading or modernization of the traffic control signals at (1) Busch Parkway and Commerce Court; and, (2) Busch Parkway at Deerfield Parkway.

4. Roadway Maintenance Responsibilities

- a. To assume the full and complete maintenance responsibilities of Busch Road/Parkway/Deerfield Parkway upon the completion and acceptance by the COUNTY's County Engineer of all the improvements as contemplated in the Stage I, Stage II, Stage III and Stage IV improvements. Said acceptance of said improvements and the assumption of maintenance shall not be unreasonably withheld.

5. Jurisdictional Transfer Responsibilities

- a. To prepare and duly execute the jurisdictional transfer agreement to make Busch Road/Parkway/Deerfield Parkway/ from Illinois Route 83 to U.S. Route 45/Illinois Route 21 a part of the County Highway System. Said jurisdictional transfer agreement is attached hereto as EXHIBIT I and by reference herein is hereby made a part of THIS AGREEMENT.
- b. To assume full and complete jurisdictional authority including the sole authority for the issuance of all permits in accordance with the applicable COUNTY Ordinances, as amended from time to time, upon approval of the jurisdictional transfer by the Illinois Department of Transportation.
- c. To have the authority to erect County Highway route markers upon the approval of the jurisdictional transfer by the Illinois Department of Transportation.

6. Scheduling and Programming of Improvements

- a. To have the sole authority and discretion to schedule and program the Stage I, Stage II, Stage III and Stage IV improvements. Said scheduling and programming shall be based on countywide priorities and needs, and the availability of COUNTY funds.

- b. To prepare and approve any and all stage improvement project specific joint agreements. Said project specific joint agreements shall be in substantial conformance with the provisions of THIS AGREEMENT and shall set forth the specific duties and responsibilities of the COUNTY and the VILLAGE as they relate to each stage improvement project.

C. **VILLAGE Responsibilities: Busch Road/Parkway/Deerfield Parkway: Illinois Route 83 to U.S. Route 45/Illinois Route 21**

The VILLAGE agrees to be responsible for the following:

1. **Engineering Responsibilities**

- a. To prepare, or cause to be prepared, and pay 100% costs for all required preliminary engineering and all final engineering plans, specifications and contract letting documents for Stage I, Stage II, Stage III and Stage IV improvements.
- b. To obtain, or cause to be obtained, and pay 100% of all costs for any and all applicable permits and approvals that may be required from any Federal, state, regional or local agency for the Stage I, Stage II, Stage III and Stage IV improvements.
- c. To provide, or cause to be provided, and pay 100% of all costs for all construction engineering supervision for the Stage I, Stage II, Stage III and Stage IV improvements. The VILLAGE further agrees that any Federal, state or private funds that may be secured to pay all or a portion of the costs of the Stage I, Stage II, Stage III and Stage IV improvements shall be first applied against any roadway only construction costs. Any such Federal, state or private funds that may remain after being attributed to the roadway only improvements may then be applied to any eligible non-roadway only and engineering costs.

2. **Right-of-Way and Easement Acquisition Responsibilities**

- a. To acquire, or cause to be acquired, and to pay 100% of all costs for any right-of-way or easements (temporary and permanent) that may be required for the Stage I, Stage II, Stage III and Stage IV improvements. Said acquisition shall include the preparation and recording of any and all documents, plats and legal descriptions.

3. Improvement Cost Responsibilities

- a. To obtain the approval for the use of Federal STP-U funds from the Lake County CATS Council of Mayors for the Stage I, Stage II, Stage III and Stage IV improvements.
- b. To obtain an amount equal to \$165,000.00 of Operation Green Light funds to pay the costs of the installation of the new traffic control signals at Busch Parkway and Commerce Court and a separate eastbound to southbound right turn lane on Busch Parkway at Commerce Court.
- c. To obtain the maximum amount of available funding from the Illinois Commerce Commission, the Federal Highway Administration, the Illinois Department of Transportation, the METRA Commuter Rail Board and the Wisconsin Central Ltd. for the widening and installation of gates, flashers, electronic circuitry, motion sensors and rubber crossing materials for the widening of the Wisconsin Central Ltd. railroad crossing.
- d. To pay 100% of any costs not covered by any Federal, state or private funding source for that portion of the widening of the Wisconsin Central Ltd. railroad crossing that is not directly attributable to the widening of the roadway. By way of example, the VILLAGE shall be solely responsible for said costs of any widening, gates, rubber crossing extension or other materials or items that may be necessary to accommodate any sidewalks or bikepaths.
- e. To pay 100% of all costs for the Stage I, Stage II, Stage III and Stage IV improvements which are not covered by other funding sources. Said other funding sources shall include Federal, state, county and private sources.
- f. To pay 100% of the local match for any roadway work that is performed on any intersecting streets with Busch Road/Parkway/Deerfield Parkway that are under the jurisdiction of the VILLAGE.

4. Traffic Control Signals Responsibilities

- a. To pay 100% of the local match for the emergency vehicle pre-emption systems on the traffic control signals at (1) Busch Road and Buffalo Grove Road; (2) Busch Road and Highland Grove Drive; (3) Busch Road/Parkway and Weiland Road; and, (4) Busch Parkway and Deerfield Parkway. It is

anticipated that the cost of the emergency vehicle pre-emption system on the traffic control signals at Busch Parkway and Commerce Court will be paid for with the funds from Operation Green Light.

- b. To pay 1/3 of the local match for the new traffic control signals at Busch Parkway and Deerfield Parkway.
- c. To pay 50% of the local match of the new traffic control signals at Busch Road and Highland Grove Drive.
- d. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto, for the use and operation of the emergency vehicle pre-emption systems.
- e. To reimburse the COUNTY for 100% of all costs for the maintenance, replacement, repairs, modernization, upgrades and removal of the emergency vehicle pre-emption systems.
- f. To pay 100% of all energy costs for the traffic control signals at (1) Busch Road and Buffalo Grove Road; (2) Busch Road and Highland Grove Drive; (3) Busch Road/Parkway and Weiland Road; (4) Busch Parkway and Commerce Court; and, (5) Busch Parkway and Deerfield Parkway.
- g. To reimburse the COUNTY for 50% of the maintenance costs for the traffic control signals at (1) Busch Road and Highland Grove Drive; and, (2) Busch Road/Parkway and Weiland Road .
- h. To reimburse the COUNTY for 1/3 of the maintenance costs for the traffic control signals at (1) Busch Parkway and Commerce Court; and, (2) Busch Parkway and Deerfield Parkway.
- I. To pay 50% of all future costs for the repair, replacement, upgrading and modernization of the traffic control signals at (1) Busch Road and Highland Grove Drive; and, (2) Busch Road/Parkway and Weiland Road.
- j. To pay 1/3 of all future costs for the repair, replacement, upgrading and modernization of the traffic control signals at (1) Busch Parkway and Commerce Court; and, (2) Busch Parkway and Deerfield Parkway.

5. Stormwater Detention/Retention and Related Facilities Responsibilities

- a. To provide, or cause to be provided, and pay 100% of all costs for any land, right-of-way, easements (temporary and permanent), stormsewer, ditching and all appurtenances and the construction for any stormwater detention or retention that may be required by the applicable provisions of the LAKE COUNTY WATERSHED DEVELOPMENT ORDINANCE, as amended from time to time, for the Stage I, Stage II, Stage III and Stage IV improvements.
- b. To maintain, or cause to be maintained, at no cost to the COUNTY, any and all stormwater detention/retention basins, stormsewer, swales, ditching and all appurtenant facilities thereto that are located outside of the existing right-of-way limits of Busch Road/Parkway/Deerfield Parkway.

6. Roadway Maintenance Responsibilities

- a. To perform full and complete maintenance on Busch Road/Parkway/Deerfield Parkway, at no cost to the COUNTY, prior to the completion and acceptance of all Stage I, Stage II, Stage III and Stage IV improvements. Said maintenance shall include, but not be limited to (1) major pavement repairs, resurfacing or reconstruction; (2) winter maintenance operations; (3) minor pavement maintenance; (4) maintaining all landscaping and turf areas; (5) maintaining all roadway drainage inclusive of structures, structure replacement, ditches, swales and all appurtenances thereto; (6) pavement striping; (7) curb and gutter repair and replacement; (8) guardrail erection, maintenance and replacement; (9) shoulder maintenance; and, (10) maintenance and placement of regulatory signage and traffic control devices in accordance with the ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, as amended from time to time.
- b. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for all maintenance operations performed or for the lack of any maintenance performed.

7. Utility and Facility Responsibilities

- a. To pay 100% of all costs for the necessary removal and relocation of all VILLAGE owned stormsewer, water lines, sanitary sewer lines and

appurtenant facilities thereto (VILLAGE owned utilities) from underneath the existing or widened pavement and curb and gutter. Said costs shall also include any extraordinary costs that may be incurred due to the presence of said VILLAGE owned utilities. Said removal and relocation shall be performed prior to or as part of the Stage I, Stage II, Stage III and Stage IV improvements.

- b. To pay 100% of the local match for any new non-roadway facilities. Said non-roadway facilities shall include but not be limited to any new sidewalks, bikepaths, street lighting and tree landscaping (VILLAGE owned facilities) in the parkway and the medians. Said costs shall also include any extraordinary costs that may be incurred due to the new VILLAGE owned facilities.
- c. To pay 100% of the local match for the removal and relocation of any existing VILLAGE owned facility that may be required due to the construction of the Stage I, Stage II, Stage III and Stage IV improvements. Said costs shall also include any extraordinary costs that may be incurred due to the presence of any existing VILLAGE owned facility.
- d. To maintain, at no cost to the COUNTY, all VILLAGE owned utilities and facilities that are located within their existing right-of-way of Busch Road/Parkway/Deerfield Parkway.
- e. To pay 100% of all future costs for all VILLAGE owned utilities and facilities within the existing right-of-way for their removal, modernization, modification and upgrades.
- f. To pay 100% of all energy costs for any street lighting within the existing right-of-way.
- g. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for the placement, construction, installation, existence, maintenance (or lack thereof), use and operation of all VILLAGE owned utilities and facilities within the existing right-of-way.

8. Jurisdictional Transfer Responsibilities

- a. To approve and duly execute the jurisdictional transfer agreement to make Busch Road/Parkway/Deerfield Parkway from Illinois Route 83 to U.S.

Route 45/Illinois Route 21 a part of the County Highway System prior to the award of the construction contract for the Stage I improvement.

9. Scheduling and Programming of Improvements

- a. To approve and duly execute any and all stage improvement project specific joint agreements upon receipt of said project specific joint agreements from the COUNTY's County Engineer. Said approval and due execution of said project specific joint agreements shall not be unreasonably withheld.

Section III. Buffalo Grove Road/Port Clinton Road/Prairie Road: Illinois Route 83 to North VILLAGE Corporate Limit on Prairie Road

A. The Staged Construction of Improvements

It is mutually agreed by and between the parties hereto that the proposed improvement of Buffalo Grove Road/Port Clinton Road/ Prairie Road may be constructed in one or more stages. Said stages are generally described as follows:

1. Stage I: Port Clinton Road at Prairie Road (1) The realignment of the existing intersection to provide for a continuous through movement from the west approach of Port Clinton Road to the north approach of Prairie Road; (2) the reconfiguration of the existing east approach and the south approach to provide a new single approach; (3) widening and reconstructing the existing pavement to provide for 1 through lane in each direction with a continuous center left turn lane or painted median; (4) widening and upgrading the existing Wisconsin Central railroad crossing with flashing lights, gates and rubber crossing surface; (5) installing new traffic control signals; (6) providing for a separate right and left turn lane on the new through approaches; (7) providing a separate westbound to northbound right turn lane on the new reconfigured approach; (8) acquisition of right-of-way; (9) stormwater detention/retention; (10) installing pavement markings; and, (11) performing all other work in conformance with the approved final engineering plans, specifications and construction contract documents.
2. Subsequent Stages of Construction (1) Long range plans contemplate the existing pavement be widened to provide for 2 through lanes in each direction; (2) installation of curb and gutter and stormsewer; (3) modernizing and upgrading existing traffic control signals; and, (4) performing all other work in conformance with the approved final engineering plans, specifications and construction contract documents.

B. COUNTY Responsibilities: Buffalo Grove Road/Port Clinton Road/Prairie Road: Illinois Route 83 to the North VILLAGE Corporate Limit on Prairie Road

The COUNTY agrees to be responsible for the following:

1. Engineering Responsibilities

- a. To solely determine the exact nature, scope and limits of all stages of improvements to Buffalo Grove Road/Port Clinton Road/Prairie Road in consultation with the VILLAGE.
- b. To prepare, or cause to be prepared, and pay 2/3 of all costs for the final engineering plans for the Stage I improvement.
- c. To provide, or cause to be provided, and pay 100% of all costs for the construction engineering supervision for the Stage I improvement.
- d. To obtain, or cause to be obtained, and pay all costs for any and all applicable approvals and permits that may be required by any Federal, state, regional or local agency for all stages of construction.
- e. To prepare, or cause to be prepared, and pay 100% of all costs for the preliminary engineering and final engineering for the subsequent stages of the improvement.
- f. To provide, or cause to be provided, and pay 100% of all costs for the construction engineering supervision for the subsequent stages of the improvement.

2. Right-Of-Way and Easement Acquisition Responsibilities

- a. To acquire, or cause to be acquired, and to pay 100% of all costs for any rights-of-way or easements (temporary and permanent) that may be required for all stages of improvements for the roadway improvements only except that the COUNTY shall not be responsible, in any manner or form, for the acquisition of the right-of-way in the northwest quadrant of the existing intersection of Port Clinton Road and Prairie Road. Said acquisition shall include the preparation and recording of any and all documents, plats and legal descriptions.

3. Improvement Cost Responsibilities

- a. To pay 100% of all costs for the roadway items only for all stages of improvements on Buffalo Grove Road/Port Clinton Road/Prairie Road.
- b. To pay 100% of all costs not covered by any Federal, state or private source of funds for the widening of the Wisconsin Central Ltd. railroad crossing. The COUNTY shall only be responsible for the costs of the railroad crossing widening that are directly attributable to the roadway widening only.

4. Traffic Control Signal Responsibilities

- a. To pay 2/3 of the cost for the new traffic signals at Port Clinton Road and Prairie Road.
- b. To assume sole ownership of the traffic control signals, inclusive of the emergency vehicle pre-emption system, at Port Clinton Road and Prairie Road.
- c. To have the sole authority to regulate the sequence and all other aspects of the timing, inclusive of the emergency vehicle pre-emption system, at the intersection of Port Clinton Road and Prairie Road.
- d. To maintain, or cause to be maintained, the traffic control signals, inclusive of the emergency vehicle pre-emption system, at Port Clinton Road and Prairie Road.
- e. To pay 2/3 of the maintenance costs for the traffic control signals at Port Clinton Road and Prairie Road.
- f. To pay 2/3 of all future costs for the repair, replacement, upgrading and modernization of the traffic control signals at Port Clinton Road and Prairie Road.

5. Stormwater Detention/Retention and Related Facilities Responsibilities

- a. To provide, or cause to be provided, and pay 100% of all costs for any land, right-of way, easements (temporary and permanent), stormsewer, ditching and all appurtenances related thereto and the construction of any stormwater detention or retention that may be required by the applicable provisions of

the LAKE COUNTY WATERSHED DEVELOPMENT ORDINANCE, as amended from time to time, for the Stage I improvement.

6. Roadway Maintenance Responsibilities
 - a. To assume the full and complete maintenance responsibilities for Buffalo Grove Road from Illinois Route 83 to Illinois Route 22 upon approval the jurisdictional transfer agreement by the Illinois Department of Transportation.
 - b. To assume full and complete maintenance responsibilities for Buffalo Grove Road/Port Clinton Road/Prairie Road from Illinois Route 22 to the north VILLAGE Corporate Limit on Prairie Road upon completion and acceptance by the COUNTY's County Engineer of the Stage I improvement. Said acceptance of said Stage I improvement shall not be unreasonably withheld.
7. Jurisdictional Transfer Responsibilities
 - a. To prepare and duly execute the jurisdictional transfer agreement to make Buffalo Grove Road/Port Clinton Road/Prairie Road from Illinois Route 83 to the north VILLAGE Corporate Limit a part of the County Highway System. Said jurisdictional transfer agreement is attached hereto as EXHIBIT II and by reference herein is hereby made a part of THIS AGREEMENT.
 - b. To assume full and complete jurisdictional authority including the sole authority for the issuance of all permits on Buffalo Grove Road/Port Clinton Road/Prairie Road in accordance with the applicable COUNTY Ordinances, as amended from time to time, upon approval of the jurisdictional transfer by the Illinois Department of Transportation.
 - c. To have the authority to erect County Highway route markers, on Buffalo Grove Road/Port Clinton Road/Prairie Road, upon the approval of the jurisdictional transfer by the Illinois Department of Transportation.
8. Scheduling and Programming of Improvements
 - a. To have the sole authority and discretion to schedule and program the Stage I and subsequent stages of improvements. Said scheduling and programming

shall be based on countywide priorities and needs, and the availability of COUNTY funds.

- b. To prepare and approve any and all stage improvement project specific joint agreements. Said project specific joint agreements shall be in substantial conformance with the provisions of THIS AGREEMENT and shall set forth the specific duties and responsibilities of the COUNTY and the VILLAGE as they relate to each stage improvement project.

C. **VILLAGE Responsibilities: Buffalo Grove Road/Port Clinton Road/Prairie Road: Illinois Route 83 to the North Corporate Limit on Prairie Road**

The VILLAGE agrees to be responsible for the following:

1. **Engineering Responsibilities**
 - a. To pay 1/3 of all costs for the final engineering plans for the Stage I improvement.
 - b. To reimburse the COUNTY an amount equal to 15% of the construction costs of those construction improvements attributable to the VILLAGE for construction engineering supervision for the Stage I improvement.
 - c. To reimburse to the COUNTY an amount equal to 25% of the construction costs of those construction improvements attributable to the VILLAGE for preliminary engineering, final engineering plans and construction engineering supervision for all subsequent stages of improvements.
2. **Right-of-Way and Easement Acquisition Responsibilities**
 - a. To acquire, or cause to be acquired, and pay 100% of all costs for the right-of-way in the northwest quadrant of the existing intersection of Port Clinton Road and Prairie Road. Said acquisition shall be in the name of the COUNTY and shall include the preparation and recording of any and all documents, plats and legal descriptions.
 - b. To pay 100% of all costs for any right-of-way and easements (temporary and permanent) that may be required to accommodate any VILLAGE owned utilities and facilities. Said costs shall include the preparation and recording of any and all documents, plats and legal descriptions.

3. Improvement Cost Responsibilities

- a. To pay 100% of all costs for any roadway work that is performed on any intersecting streets with Buffalo Grove Road/Port Clinton Road/Prairie Road that are under the jurisdiction of the VILLAGE for all stages of improvements.

4. Traffic Control Signal Responsibilities

- a. To pay 1/3 of the costs for the new traffic control signals at Port Clinton Road and Prairie Road.
- b. To pay 100% of the costs for emergency vehicle pre-emption system on the traffic control signals at Port Clinton Road and Prairie Road.
- c. To reimburse the COUNTY for 100% of all costs for the maintenance, replacement, repairs, modernization, upgrades and removal of the emergency vehicle pre-emption system.
- d. To pay 100% of all energy costs for the traffic control signals at Port Clinton Road and Prairie Road.
- e. To reimburse the COUNTY for 1/3 of the maintenance costs for the traffic control signals at Port Clinton Road and Prairie Road.
- f. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for the use and operation of the emergency vehicle pre-emption systems.
- g. To pay 1/3 of all future costs for the repair, replacement, upgrading and modernization of the traffic control signals at Port Clinton Road and Prairie Road.

5. Stormwater Detention/Retention and Related Facilities Responsibilities

- a. To provide, or cause to be provided, and pay 100% of all costs for any land, rights-of-way, easements (temporary and permanent), stormsewer, ditching and all appurtenances thereto and the construction for any stormwater detention or retention that may be required by the applicable provisions of the LAKE COUNTY WATERSHED DEVELOPMENT ORDINANCE, as

amended from time to time, for any and all of the subsequent stages of improvement on Buffalo Grove Road from Illinois Route 83 to the Wisconsin Central Ltd. railroad crossing.

- b. To maintain, or cause to be maintained, at no cost to the COUNTY, any and all stormwater detention or retention basins, stormsewer, swales, ditching and all appurtenant facilities thereto that are located outside the existing right-of-way limits of Buffalo Grove Road/Port Clinton Road/ Prairie Road from Illinois Route 83 to the north Corporate Limit on Prairie Road.

6. Roadway Maintenance Responsibilities

- a. To perform full and complete maintenance on Buffalo Grove Road/Port Clinton Road/Prairie Road from Illinois Route 22 to the north Corporate Limit on Prairie Road, at no cost to the COUNTY, prior to the completion and acceptance of the Stage I improvement. Said maintenance shall include, but not be limited to (1) major pavement repairs; (2) winter maintenance operations; (3) minor pavement maintenance; (4) maintaining all landscaping and turf areas; (5) maintaining all roadway drainage inclusive of structures, structure replacement, ditches, swales and all appurtenances thereto; (6) pavement striping; (7) curb and gutter repair and replacement; (8) guardrail erection, maintenance and replacement; (9) shoulder maintenance; and, (10) maintenance and placement of regulatory signage and traffic control devices in accordance with the ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, as amended from time to time.
- b. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for all maintenance operations performed or for the lack of any maintenance performed.

7. Utility and Facility Responsibilities

- a. To pay 100% of all costs for the necessary removal and relocation of all VILLAGE owned stormsewer, water lines, sanitary sewer lines and appurtenance facilities thereto (VILLAGE owned utilities) from underneath the existing and widened pavement and curb and gutter. Said costs shall also include any extraordinary costs that may be incurred due to the presence of said VILLAGE owned utilities. Said removal and relocation shall be performed prior to or as part of any stage of improvement.

- b. To pay 100% of all costs for any new non-roadway facilities. Said non-roadway facilities shall include but not be limited to any new sidewalks, bikepaths, street lighting and tree landscaping within the parkway and the medians (VILLAGE owned facilities). Said costs shall also include any extraordinary costs that may be incurred due to the new VILLAGE owned facilities.
- c. To pay 100% of all costs for the removal and relocation of any existing VILLAGE owned facility that may be required due to the construction of any stage of improvement. Said costs shall also include any extraordinary costs that may be incurred due to the presence of any existing VILLAGE owned facility.
- d. To maintain, at no cost to the COUNTY, all VILLAGE owned utilities and facilities that are located within the existing right-of-way of Buffalo Grove Road/Port Clinton Road/Prairie Road.
- e. To pay 100% of all future costs for all VILLAGE owned utilities and facilities within the existing right-of-way for the removal, modernization, modification and upgrades.
- f. To pay 100% of all energy costs for any street lighting within the existing right-of-way.
- g. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for the placement, construction, installation, existence, maintenance (or lack thereof), use and operation of all VILLAGE owned utilities and facilities within the existing right-of-way.

8. Jurisdictional Transfer Responsibilities

- a. To approve and duly execute the jurisdictional transfer agreement to make Buffalo Grove Road/Port Clinton Road/Prairie Road from Illinois Route 83 to the north Corporate Limit on Prairie Road a part of the County Highway System prior to the award of the construction contract letting for the Stage I improvement to Busch Road/Parkway/Deerfield Parkway.

9. Scheduling and Programming of Improvements

- a. To approve and duly execute any and all stage improvement project specific joint agreements upon receipt of said project specific joint agreements from the COUNTY's County Engineer. Said approval and due execution of said project specific joint agreements shall not be unreasonably withheld.

10. Development Improvement Responsibilities

- a. To continue to require and ensure the completion of the construction of any and all development related improvements that the VILLAGE may have required to be constructed on Buffalo Grove Road/Port Clinton Road/Prairie Road prior to the VILLAGE entering into THIS AGREEMENT. The final engineering plans, scope of work and any and all documents related to said development related improvements shall be delivered to the COUNTY's County Engineer within 30 days of the VILLAGE's approval and due execution of THIS AGREEMENT.

Section IV. Weiland Road: Lake-Cook County Line to Aptakisic Road; Prairie Road: Aptakisic Road to Illinois Route 22

A. The Construction of Future Improvements

It is mutually agreed by and between the parties hereto that the proposed future improvements of Weiland Road and Prairie Road shall be in general conformance to the descriptions as set forth hereinafter.

It is further mutually agreed by and between the parties hereto that the proposed improvements as generally described hereinafter may be constructed in one or more stages.

1. Widening of Weiland Road and Prairie Road - Typical County 5 Lane Cross Section
(1) Reconstructing and/or rehabilitating and widening of the existing pavement to provide for the typical County 5 lane cross section of 2 through lanes in each direction with a continuous center painted median, separate left turn lanes or a bi-directional left turn lane; (2) providing individual travel lane widths of 11 feet, or the metric equivalent; (3) installing B-6.12 curb and gutter, or the metric equivalent, with stormsewer; (4) providing a compacted aggregate and asphaltic base with an asphaltic surface; (5) modernization of traffic control signals; (6) installing pavement striping; and (7) performing all other work in conformance with the approved final engineering plans, specifications and construction contract documents.

2. Reconstruction and/or Rehabilitation of Weiland Road and Prairie Road - Typical County Reconstruction/Rehabilitation Improvement (1) reconstructing and/or rehabilitating, in whole or in part, the existing pavement with a compacted aggregate and asphaltic base with an asphaltic surface; (2) performing grading and earthwork for the shoulder area and stormwater drainage conveyance; (3) providing curb and gutter where applicable; (4) modernizing traffic control signals; (4) installing pavement markings; and (5) performing all other work in conformance with the approved final engineering plans, specifications and construction contract documents.

B. COUNTY Responsibilities: Weiland Road: Lake-Cook County Line to Aptakisic Road; Prairie Road: Aptakisic Road to Illinois Route 22

The COUNTY agrees to be responsible for the following:

1. Engineering Responsibilities
 - a. To determine jointly with the VILLAGE the exact nature, scope and limits of the widening or reconstruction/rehabilitation (the improvements) of Weiland Road and Prairie Road.
 - b. To prepare, or cause the be prepared, and pay 100% of all costs for the preliminary engineering and final engineering plans for the improvements.
 - c. To provide, or cause to be provided, and pay 100% of all costs for the construction engineering supervision for the improvements.
 - d. To obtain, or cause to be obtained, and pay all costs for any and all applicable approvals and permits that may be required by any Federal, state, regional or local agency for all the improvements.
2. Right-of-Way and Easement Acquisition Responsibilities
 - a. To acquire, or cause to be acquired, and to pay 100% of all costs for any right-of-way or easements (temporary and permanent) that may be required for the improvements for the roadways only. Said acquisition shall include the preparation and recording of any and all documents, plats and legal descriptions.

3. Improvement Cost Responsibilities

- a. To pay 100% of all costs for the improvements for the roadways only on Weiland Road and Prairie Road.

4. Traffic Control Signal Responsibilities

- a. To maintain, or cause to be maintained, prior to the effective date of the jurisdictional transfer, any new traffic control signals that may be installed at any existing or future intersection with Weiland Road or Prairie Road, inclusive of the emergency vehicle pre-emption systems.
- b. To assume sole ownership of any new traffic control signals.
- c. To maintain, or cause to be maintained, the existing traffic control signals at (1) Aptakistic Road and Weiland Road; and, (2) Aptakistic Road and Prairie Road inclusive of the emergency vehicle pre-emption systems.
- d. To have the sole authority to regulate the sequence and all other aspects of the timing, inclusive of the emergency vehicle pre-emption systems, of the traffic control signals at (1) Aptakistic Road and Weiland Road; (2) Aptakistic Road and Prairie Road; and, (3) any new traffic control signal installations.
- e. To pay 2/3 of the maintenance costs for the traffic control signals at (1) Aptakistic Road and Weiland Road; and, (2) Aptakistic Road and Prairie Road. In the event that the Weiland Road/Prairie Road Connection is constructed, the COUNTY's share of the maintenance costs for the traffic control signals at Aptakistic Road and Weiland Road shall be reduced to 50%.
- f. To pay 2/3 of all future costs for the repair, replacement, upgrading and modernization of the traffic control signals at (1) Aptakistic Road and Weiland Road; and, (2) Aptakistic Road and Prairie Road. In the event that the Weiland Road/Prairie Road Connection is constructed, the COUNTY's share of any future costs for the traffic control signals at Aptakistic Road and Weiland Road shall be reduced to 50%.

5. Roadway Maintenance Responsibilities

- a. To perform only major maintenance roadway improvements. Said major maintenance roadway improvements shall be limited to (1) major pavement

repairs; (2) reconstruction and/rehabilitation of the existing pavement area; and, (3) maintenance resurfacing.

- b. To pay 100% of all costs for all major maintenance roadway improvements. Said costs shall include all costs for final engineering plans and construction engineering supervision.

6. Jurisdictional Transfer Responsibilities

- a. To prepare and duly execute the jurisdictional transfer agreement to remove Weiland Road from the Lake-Cook County Line to Aptakisic Road from the County Highway System. Said jurisdictional transfer agreement is attached hereto as EXHIBIT III and by reference herein is hereby made a part of THIS AGREEMENT.
- b. To prepare and duly execute the jurisdictional transfer agreement to remove Prairie Road from Aptakisic Road to Illinois Route 22 from the County Highway System. Said jurisdictional transfer agreement is attached hereto as EXHIBIT IV and by referenced herein is hereby made a part of THIS AGREEMENT.
- c. To continue to have jurisdictional authority over all, or parts of, Weiland Road and Prairie Road until such time as the improvements to Weiland Road or Prairie Road are completed and accepted by the VILLAGE.
- d. To continue to retain sole authority to issue permits pursuant to the applicable COUNTY Ordinances, as amended from time to time, until such time as the jurisdiction of Weiland Road or Prairie Road, in whole or in part, is transferred to the VILLAGE.
- e. To agree that in the event the VILLAGE no longer desires the widening of Weiland Road or Prairie Road or in the absence of existing current volumes of traffic sufficient to warrant the widening of Weiland Road or Prairie Road, the jurisdictional transfer to the VILLAGE shall become effective at 12:01 A.M. June 1, 2010 or at such earlier or later time as the reconstruction and/or rehabilitation of Weiland Road or Prairie Road has been completed and accepted by the VILLAGE. Said acceptance by the VILLAGE shall not be unreasonably withheld.

7. Scheduling and Programming of Improvements

- a. To have the sole authority and discretion to schedule and program the major maintenance roadway improvements and the improvements. Said scheduling and programming shall be based on countywide priorities and needs, and the availability of COUNTY funds.
- b. To have the sole authority to construct in stages, the major maintenance roadway improvements and the improvements. Said staged construction and the limits of said stages shall be determined in consultation with the VILLAGE.
- c. To prepare and execute any and all stage improvement project specific joint agreements. Said project specific joint agreements shall be in substantial conformance with the provisions of THIS AGREEMENT and shall set forth the specific duties and responsibilities of the COUNTY and the VILLAGE as they relate to each stage improvement project.

8. The Weiland Road/Prairie Road Connection

- a. To review and approve the preliminary engineering and the final engineering plans for the Connection. Said review and approval shall be limited to any proposed work to be performed on Weiland Road, Aptakisic Road and Prairie Road inclusive of any proposed traffic control signal modifications and new traffic control signal installations. Said review and approval shall not be unreasonably withheld.
- b. To prepare and execute the jurisdictional transfer agreement and related documents to remove Prairie Road from Aptakisic Road to the Connection from the County Highway System.

C. VILLAGE Responsibilities: Weiland Road: Lake-Cook County Line to Aptakisic Road; Prairie Road: Aptakisic Road to Illinois Route 22

The VILLAGE agrees to be responsible for the following:

1. Engineering Responsibilities

- a. To determine jointly with the COUNTY the exact nature, scope and limits of the improvements of Weiland Road and Prairie Road.

- b. To review and approve all preliminary engineering and final engineering plans prior to a construction contract letting. Said review and approval shall not be unreasonably withheld.
- c. To reimburse to the COUNTY an amount equal to 25% of the construction costs of those construction improvements attributable to the VILLAGE for preliminary engineering, final engineering plans and construction engineering supervision.

2. Right-of-Way and Easement Acquisition Responsibilities

- a. To pay 100% of all costs for any right-of-way and easements (temporary and permanent) that may be required to accommodate any VILLAGE owned utilities and facilities. Said costs shall include the preparation and recording of any and all documents, plats and legal descriptions.

3. Improvement Cost Responsibilities

- a. To pay 100% of all costs for any roadway work that is performed on any intersecting streets with Weiland Road and Prairie Road that are under the jurisdiction of the VILLAGE.
- b. To pay 100% of all costs for any widening or reconstruction and/or rehabilitation that are different than or in excess of those improvements not customarily a part of the COUNTY's typical 5 lane improvement or reconstruction and/or rehabilitation improvement. Such improvements not customarily typical of a COUNTY improvement include, but are not limited to, (1) portland concrete cement roadway base and surface; (2) lane widths of 12 feet; (3) center landscaped medians; and (4) portland concrete cement curbs and gutters in excess of the B-6.12 standard curb and gutter.

4. Traffic Control Signal Responsibilities

- a. To assume the following responsibilities for any new traffic control signals that may be warranted and installed on Weiland Road or Prairie Road:
 - (I) To prepare, or cause to be prepared, and pay 100% of all costs for preliminary engineering and final engineering plans.

- (ii) To provide, or cause to be provided, and pay, or cause to be paid, 100% of all costs for construction engineering supervision.
 - (iii) To pay, or cause to be paid, 100% of all costs of the traffic control signal installation, inclusive of all interconnect costs and costs for the emergency vehicle pre-emption system.
 - (iv) To reimburse the COUNTY for 100% of all maintenance costs inclusive of all interconnect maintenance costs and emergency vehicle pre-emption costs.
 - (v) To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for the use and operation of the emergency vehicle pre-emption system.
 - (vi) To pay 100% of all energy costs.
 - (vii) To pay 100% of all future costs for the repair, replacement, upgrading and modernization inclusive of future interconnect costs and emergency vehicle pre-emption costs.
- b. To pay 100% of all energy costs for the traffic control signals at (1) Aptakisic Road and Prairie Road; and, (2) Aptakisic Road and Prairie Road.
 - c. To reimburse the COUNTY for 100% of all costs for the maintenance, replacement, repairs, modernization, upgrades and removal of the emergency vehicle pre-emption systems.
 - d. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for the use and operation of the emergency vehicle pre-emption systems.
 - e. To reimburse the COUNTY for 1/3 of the maintenance costs for the traffic control signals at (1) Aptakisic Road and Weiland Road; and, (2) Aptakisic Road and Prairie Road. In the event that the Weiland Road/Prairie Road Connection is constructed, the VILLAGE's share of the maintenance costs for the traffic control signals at Aptakisic Road and Weiland Road shall be increased to 50%.

- f. To pay 1/3 of all future costs for the repair, replacement, upgrading and modernization of the traffic control signals at (1) Aptakisic Road and Weiland Road; and, (2) Aptakisic Road and Prairie Road. In the event that the Weiland Road /Prairie Road Connection is constructed, the VILLAGE's share of the future costs for the traffic control signals at Aptakisic Road and Weiland Road shall be increased to 50%.

5. Stormwater Detention/Retention and Related Facilities Responsibilities

- a. To provide, or cause to be provided, and pay 100% of all costs for any land, rights-of-way (temporary and permanent), stormsewer, ditching and all appurtenances thereto and the construction for any stormwater detention or retention that may be required by the applicable provisions of the LAKE COUNTY WATERSHED DEVELOPMENT ORDINANCE, as amended from time to time, for the improvements.
- b. To maintain, or caused to be maintained, at no cost to the COUNTY, any and all stormwater detention or retention basins, stormsewer, swales, ditching and all appurtenant facilities thereto that are located outside of the existing right-of-way of Weiland Road and Prairie Road.

6. Roadway Maintenance Responsibilities

- a. To perform full and complete maintenance on Weiland Road from the Lake-Cook County Line to Aptakisic Road and on Prairie Road from Aptakisic Road to Illinois Route 22 at no cost to the COUNTY. Said maintenance responsibilities shall commence at such time as the jurisdictional transfer of Buffalo Grove Road/Port Clinton Road/Prairie Road is approved by the Illinois Department of Transportation. Said maintenance shall include, but not be limited to (1) winter maintenance operations; (2) routine and daily maintenance operations; (3) minor pavement maintenance; (4) maintaining all landscaping and turf areas; (5) maintaining all roadway drainage, inclusive of structures, structure replacement, ditches, swales and all appurtenances thereto; (6) pavement striping; (7) curb and gutter repair and replacement; (8) guardrail erection, maintenance and replacement; (9) shoulder maintenance; and (10) maintenance and placement of regulatory signage and traffic control devices in accordance with the ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, as amended from time to time.

- b. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for all maintenance operations performed or for the lack of any maintenance performed.

7. Utility and Facility Responsibilities

- a. To pay 100% of all costs for the necessary removal and relocation of all VILLAGE owned stormsewer, water lines, sanitary sewer lines and appurtenant facilities thereto (VILLAGE owned utilities) from underneath the existing or widened pavement and curb and gutter. Said costs shall also include any extraordinary costs that may be incurred due to the presence of said VILLAGE owned utilities. Said removal and relocation shall be performed prior to or as part of any stage of the improvements.
- b. To pay 100% of all costs for any new non-roadway facilities. Said non-roadway facilities shall include but not be limited to any new sidewalks, bikepaths, street lighting and tree landscaping within the parkway and the medians (VILLAGE owned facilities). Said costs shall also include any extraordinary costs that may be incurred due to the new VILLAGE owned facilities.
- c. To pay 100% of all costs for the removal and relocation of any existing VILLAGE owned facility that may be required due to the construction of any stage of the improvements. Said costs shall also include any extraordinary costs that may be incurred due to the presence of any existing VILLAGE owned facility.
- d. To maintain, at no cost to the COUNTY, all VILLAGE owned utilities and facilities that are located within the existing right-of-way of Weiland Road and Prairie Road.
- e. To pay 100% of all future costs for all VILLAGE owned utilities and facilities within the existing right-of-way for the removal, modernization, modification and upgrades.
- f. To pay 100% of all energy costs for any street lighting within the existing right-of-way.
- g. To indemnify, defend and hold harmless the COUNTY and pay 100% of all costs related thereto for the placement, construction, installation, existence,

maintenance (or lack thereof), use and operation of all VILLAGE owned utilities and facilities within the existing right-of-way.

8. Jurisdictional Transfer Responsibilities

- a. To approve and duly execute the jurisdictional transfer agreement to add Weiland Road from the Lake-Cook County Line to Aptakisic Road to the municipal street system prior to the construction contract letting for the Stage I improvement of Busch Road/Parkway/Deerfield Parkway.
- b. To approve and duly execute the jurisdictional transfer agreement to add Prairie Road from Aptakisic Road to Illinois Route 22 to the municipal street system prior to the construction contract letting for the Stage I improvement of Busch Road/Parkway/Deerfield Parkway.
- c. To accept full jurisdictional responsibility for completed stage constructed widened or reconstructed and/or rehabilitated sections of Weiland Road or Prairie Road.
- d. To agree that in the event the VILLAGE no longer desires the widening of Weiland Road or Prairie Road, or in the absence of existing current volumes of traffic sufficient to warrant the widening of Weiland Road or Prairie Road, the jurisdictional transfer to the VILLAGE shall become effective at 12:01 a.m., June 1, 2010 or at such earlier or later time as the reconstruction and/or rehabilitation of Weiland Road or Prairie Road has been completed and accepted by the VILLAGE. Said acceptance by the VILLAGE shall not be unreasonably withheld.

9. Scheduling and Programming of Improvements

- a. To approve and duly execute any and all stage improvement project specific joint agreements upon receipt of said project specific joint agreements from the COUNTY's County Engineer. Said approval and due execution of said project specific joint agreements shall not be unreasonably withheld.

10. The Weiland Road/Prairie Road Connection

- a. To have the sole authority and responsibility for determining the alignment for the Connection.

- b. To pay, or cause to be paid, 100% of all costs for the preliminary engineering, final engineering plans and construction engineering supervision.
- c. To pay or obtain, or cause to be paid or obtained, 100% of all costs for the acquisition of all necessary right-of-way for the Connection.
- d. To pay, or cause to be paid, 100% of all construction costs for the Connection including all intersection modifications necessary on Weiland Road, Aptakistic Road and Prairie Road. Said costs shall also include all necessary traffic control signal modifications at Aptakistic Road and Prairie Road, any new traffic control signal installations and the removal of the traffic control signals at Prairie Road if warrants would no longer be met.
- e. To assume full and complete maintenance and jurisdictional responsibilities for the Connection upon completion.
- f. To approve and duly execute the jurisdictional transfer agreement and assume full and complete maintenance and jurisdictional responsibilities of existing Prairie Road from Aptakistic Road to the Connection including all major maintenance costs and future widening or reconstruction and/or rehabilitation costs in the event the widening or reconstruction and/or rehabilitation has not been completed. Said approval and due execution of the jurisdictional transfer agreement shall occur prior to the approval of the preliminary engineering and final engineering plans for the Connection by the COUNTY's County Engineer.

11. New Development

- a. To require any and all new development having frontage on Weiland Road and Prairie Road to dedicate sufficient right-of-way for the future widening of Weiland Road and Prairie Road. Said sufficient right-of-way shall be a minimum of 50 feet half right-of-way width.
- b. To obtain, or cause to be obtained, any land, rights-of-way and easements for the conveyance of stormwater and any detention or retention basins that may be needed for the widening of Weiland Road and Prairie Road.

Section IV. General Provisions

- A. It is mutually agreed by and between the parties hereto that the following general provisions shall be made a part of THIS AGREEMENT:
1. It is mutually agreed by and between the parties hereto that nothing in THIS AGREEMENT shall preclude either party from obtaining any Federal, state or local funds to pay all, or a portion, of the costs of any of the improvements as contemplated in THIS AGREEMENT.
 2. It is mutually agreed by and between the parties hereto that each party shall fully cooperate with the other in completing the improvements contemplated in THIS AGREEMENT.
 3. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto or as constituting the VILLAGE (including its elected officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT. This Provision is reciprocal to the VILLAGE.
 4. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, sentence, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
 5. It is mutually agree by and between the parties hereto that the agreement of the parties is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
 6. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provisions of THIS AGREEMENT shall be valid only when expressed in writing and duly signed and executed by the parties hereto.

7. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, widen or expand County Highways as best determined as provided by law.

It is further mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the VILLAGE to maintain, operate, improve, construct, reconstruct, repair, widen or expand VILLAGE Streets as best determined as provided by law.

8. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
9. THIS AGREEMENT shall remain in force and effect until such a time as the parties hereto mutually annul THIS AGREEMENT.
10. THIS AGREEMENT shall be considered null and void in the event the construction contract for the Stage I improvement of Busch Road/Parkway/Deerfield Parkway is not awarded by November 30, 1995.

ATTEST:

Jane L Olson
Village Clerk Deputy
Village of Buffalo Grove

VILLAGE OF BUFFALO GROVE

By: [Signature]
Village President
Village of Buffalo Grove

Date: 6-14-95

RECOMMENDED FOR EXECUTION

[Signature]
Lake County
Director of Transportation/
County Engineer

ATTEST:

William R. Harder
County Clerk
County of Lake

COUNTY OF LAKE

By: [Signature]
Chairman
Lake County Board

Date: 6/16/95

EXHIBIT I

**JURISDICTIONAL TRANSFER AGREEMENT
BLR 1602**

BUSCH ROAD/PARKWAY/DEERFIELD PARKWAY

ILLINOIS ROUTE 83 TO U.S. ROUTE 45/ILLINOIS ROUTE 21

 Illinois Department of Transportation LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER	Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
	Municipality Buffalo Grove	Municipality
	Township/Road District	Township/Road District
	County	County Lake

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "CONVEYOR", and the above Local Agency No. 2, hereinafter referred to as "RECIPIENT", to transfer the jurisdiction of the designated location from the CONVEYOR to the RECIPIENT.

Location Description
 Busch Road/Parkway/
 Name Deerfield Parkway Route C.H. 11 Length 15175± L.F. Miles 2.87
 Termini From Illinois Route 83 to U.S. Route 45/Illinois Route 21

This transfer does/does not include Structure No. _____

Include for Municipalities Only
 WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the ordinance, and

Include for Counties Only
 WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the resolution, and

~~WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.~~

THE CONVEYOR AGREES to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: Approval by the Illinois Department of Transportation

Supplements
 Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement see Buffalo Grove Transportation Agreement

(Insert supplement numbers or letters and page numbers, if applicable.)

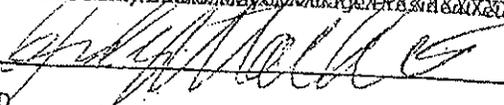
IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

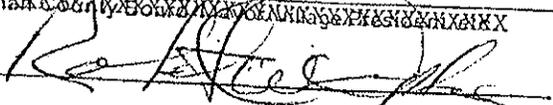
APPROVED BY CONVEYOR
 Name Sidney H. Mathias

APPROVED BY RECIPIENT
 Name Robert W. Depke

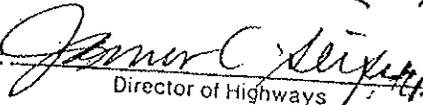
Title President, Village of Buffalo Grove

Title Chairman, Lake County Board

Signature 

Signature 

APPROVED
 STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

By: 
 Director of Highways

6/6/95
 Date

LOCATION MAP

JURISDICTIONAL TRANSFER TO LAKE COUNTY.
FROM ILLINOIS ROUTE 83
TO U.S. ROUTE 45/ILLINOIS ROUTE 21.

= 15175 +/- L.F.
= 2.87 MILES



R11E

EXHIBIT II

**JURISDICTIONAL TRANSFER AGREEMENT
BLR 1602**

**BUFFALO GROVE ROAD/PORT CLINTON
ROAD/PRAIRIE ROAD**

ILLINOIS ROUTE 83 TO NORTH CORPORATE LIMIT ON PRAIRIE ROAD



Illinois Department of Transportation

LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality Buffalo Grove	Municipality
Township/Road District	Township/Road District
County	County Lake

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "CONVEYOR", and the above Local Agency No. 2, hereinafter referred to as "RECIPIENT", to transfer the jurisdiction of the designated location from the CONVEYOR to the RECIPIENT.

Buffalo Grove Road/ Location Description
 Name Port Clinton Road/Prairie Road Route Prop C.H. 16 Length 18650±L.F. Miles 3.53
 Termini From Illinois Route 83 to the North Corporate Limits of the Village of Buffalo Grove on Prairie Road. This point is approximately 1620 L.F. south of U.S. Route 45

This transfer does/does not include Structure No. _____

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

Include for Municipalities Only

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the ordinance, and

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

Include for Counties Only

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the resolution, and

WHEREAS, the authority to make changes to the Township Road District System is granted to the Township by Section 2-209 of the Illinois Highway Code.

THE CONVEYOR AGREES to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: Approval by the Illinois Department of Transportation

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement see Buffalo Grove Transportation Agreement

(Insert supplement numbers or letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

Name Sidney H. Mathias

Title President, Village of Buffalo Grove

Signature [Signature]

APPROVED

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

By: James C. Steyer Director of Highways

APPROVED BY RECIPIENT

Name Robert W. Depke

Title Chairman, Lake County Board

Signature [Signature]

6/16/95 Date

LOCATION MAP

JURISDICTIONAL TRANSFER TO LAKE COUNTY.
FROM ILLINOIS ROUTE 83 TO THE NORTH
CORPORATE LIMITS OF THE VILLAGE OF
BUFFALO GROVE ON PRAIRIE ROAD.

THIS POINT IS APPROXIMATELY 1620 L.F.
SOUTH OF U.S. RTE. 45
= 18650 +/- L.F.
= 3.53 MILES



EXHIBIT III

**JURISDICTIONAL TRANSFER AGREEMENT
BLR 1602**

WEILAND ROAD

LAKE-COOK COUNTY LINE TO APTAKISIC ROAD



Illinois Department of Transportation

LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality	Municipality Buffalo Grove
Township/Road District	Township/Road District
County Lake	County,

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "CONVEYOR", and the above Local Agency No. 2, hereinafter referred to as "RECIPIENT", to transfer the jurisdiction of the designated location from the CONVEYOR to the RECIPIENT.

Name Weiland Road Location Description Route C.H. 73 Length 11088 L.F. Miles 2.10 Termini From Lake-Cook County line to Aptakisic Road

This transfer does/does not include Structure No.

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the ordinance, and

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the resolution, and

WHEREAS, the authority to make changes to the County Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

THE CONVEYOR AGREES to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: completion of future roadway improvement projects to Weiland Road at which time the County will notify the Illinois Department of Transportation of the Jurisdictional Transfer date.

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement see Buffalo Grove Transportation Agreement

(Insert supplement numbers or letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR Name Robert W. Depke

APPROVED BY RECIPIENT Name Sidney H. Mathias

Title Chairman, Lake County Board

Title President, Village of Buffalo Grove

Signature [Handwritten Signature]

Signature [Handwritten Signature]

APPROVED STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

By: [Handwritten Signature] Director of Highways

Date 6/16/95

LOCATION MAP

JURISDICTIONAL TRANSFER TO THE VILLAGE OF BUFFALO GROVE.
FROM LAKE-COOK COUNTY LINE TO APTAKISIC ROAD.

= 11088 L.F.
= 2.10 MILES



R11E

EXHIBIT IV

**JURISDICTIONAL TRANSFER AGREEMENT
BLR 1602**

PRAIRIE ROAD

APTAKISIC ROAD TO ILLINOIS ROUTE 22

 Illinois Department of Transportation LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER	Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
	Municipality	Municipality Buffalo Grove
	Township/Road District	Township/Road District
	County Lake	County

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "CONVEYOR", and the above Local Agency No. 2, hereinafter referred to as "RECIPIENT", to transfer the jurisdiction of the designated location from the CONVEYOR to the RECIPIENT.

Location Description

Name Prairie Road Route C.H. 59 Length 4752 L.F. Miles 0.90
 Termini From Aptakisic Road to Illinois Route 22

This transfer does/does not include Structure No. _____

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of the resolution, and

~~WHEREAS, the authority to make changes to the Township Road System is granted to the Township by Section 7-101 of the Illinois Highway Code.~~

THE CONVEYOR AGREES to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: completion of future roadway improvement projects to Prairie Road at which time the County will notify the Illinois Department of Transportation of the Jurisdictional Transfer date.

Supplements

Additional Information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement see Buffalo Grove Transportation Agreement

(Insert supplement numbers or letters and page numbers, if applicable.)

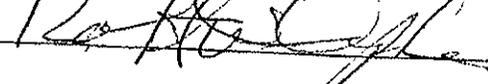
IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

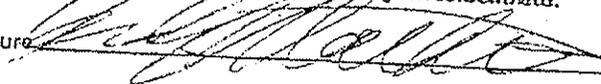
APPROVED BY CONVEYOR
 Name Robert W. Depke

APPROVED BY RECIPIENT
 Name Sidney H. Mathias

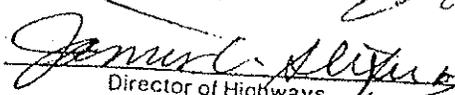
Title Chairman, Lake County Board

Title President, Village of Buffalo Grove

Signature 

Signature 

APPROVED
 STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

By: 
 Director of Highways
 8/2/95

6/16/95
 Date

LOCATION MAP

JURISDICTIONAL TRANSFER TO THE VILLAGE OF BUFFALO GROVE.
FROM APTAKISIC ROAD TO ILLINOIS ROUTE 22.

= 4752 L.F.
= 0.90 MILES



STATE OF ILLINOIS)
COUNTIES OF LAKE AND COOK)

I, JANET M. SIRABIAN, hereby certify that I am the duly elected, qualified and acting Village Clerk of the Village of Buffalo Grove, Counties of Cook and Lake, Illinois, and the keeper of its seal and records.

I hereby further certify that the attached is an true copy of Resolution 95-44 adopted on the 5th day of June, 1995, by the Village Board of the Village of Buffalo Grove as shown by the records in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Buffalo Grove aforesaid, at the Village, in the County and State aforesaid, this 10th day of July, 1995.

Janet M. Sirabian
Village Clerk

By Jane L Olson
Deputy Village Clerk

RESOLUTION NO. 95-44

A RESOLUTION APPROVING A MULTI-CORRIDOR AGREEMENT WITH LAKE COUNTY

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit pursuant to the Illinois Constitution of 1976; and,

WHEREAS, the quality of life is enhanced by a good quality transportation system; and,

WHEREAS, the funding of construction and maintenance of a high quality transportation system is most appropriately shared by several agencies of Federal, State and Local Government; and,

WHEREAS, an agreement with the County of Lake is a required prerequisite for the establishment of various commitments for highway improvement construction and maintenance by the County of Lake;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS as follows:

Section 1: The agreement entitled "Agreement Between the County of Lake and the Village of Buffalo Grove for the Roadway Improvement, Maintenance Responsibilities and Jurisdictional Transfers of Busch Road/Parkway and Deerfield Parkway; Buffalo Grove Road/Port Clinton Road/Prairie Road; Weiland Road; and Prairie Road" is hereby approved.

Section 2: The Village President and Village Clerk are authorized and directed to execute the agreement. A copy of said agreement is attached hereto and made a part hereof.

AYES: 6 - Marienthal, Reid, Rubin, Braiman, Hendricks, Glover

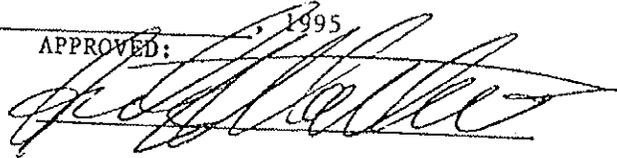
NAYES: 0 - None

ABSENT: 0 - None

PASSED: June 5, 1995

APPROVED: June 5, 1995

APPROVED:



ATTEST:

Janet M. Suckian
Village Clerk
G95A90

STATE OF ILLINOIS)
)
COUNTY OF L A K E)

CERTIFIED TO BE A TRUE COPY OF
RECORDS OF THE LAKE COUNTY
BOARD MEETING OF

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ANNUAL JUNE SESSION, A.D. 1995

JUNE 13, A.D. 1995

JUN 13 1995 APPROVED

CERTIFICATION NOT VALID UNLESS SEAL
OF LAKE COUNTY, ILLINOIS IS AFFIXED

Willard R. Holander County Clerk

MR. CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Public Service Committee and Financial & Administrative Committee present herewith a resolution providing for the execution of a Transportation agreement between the Village of Buffalo Grove and the County of Lake providing for the roadway improvement, maintenance responsibilities and jurisdictional transfers of four separate roadways, said roadways being as follows: (1) Busch Road/Parkway and Deerfield Parkway from Illinois Rte. 83 to U. S. Route 45/Illinois Rte. 21; (2) Buffalo Grove Road/Port Clinton Road/Prairie Road from Illinois Rte. 83 to the north corporate limits on Prairie Road; (3) Weiland Road from the Lake-Cook County Line to Aptakisic Road; and (4) Prairie Road from Aptakisic Road to Illinois Rte. 22.

We RECOMMEND adoption of this Resolution.

Respectfully submitted,

Richard J. Jirik
Chairman
John J. Soler
Vice Chairman
Robert P. Neal
Samuel D. Newton
Judy Martini
Jim Hancock
Mark Beut
Public Service Committee

Robert M. Burhan
Chairman
Mark Beut
Vice Chairman
Robert P. Neal
Richard J. Jirik
Samuel D. Newton
John J. Soler
Richard J. Jirik
Financial & Administrative Committee

R E S O L U T I O N

WHEREAS, the free flow of traffic along: (1) Busch Road/Parkway/Deerfield Parkway from Illinois Rte. 83 to U. S. Route 45/Illinois Rte. 21; (2) Buffalo Grove Road/Port Clinton Road/Prairie Road from Illinois Rte. 83 to the north corporate limits of the Village of Buffalo Grove on Prairie Road; (3) Weiland Road from the Lake-Cook County Line to Aptakisic Road; and (4) Prairie Road from Aptakisic Road to Illinois Rte. 22 is beneficial to the safety and welfare of the Village of Buffalo Grove and the County of Lake; and

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public the Village of Buffalo Grove and the County of Lake propose make certain improvements, jurisdictional transfers and the transfer of maintenance responsibilities to said roadways as follows: (1) Busch Road/Parkway/Deerfield Parkway from Illinois Rte. 83 to U. S. Route 45/Illinois Rte. 21 to provide widening and reconstruction, to provide jurisdictional transfer to the County of Lake to make said roadway a part of the County Highway System, and to provide the transfer of maintenance responsibilities to the County of Lake upon completion of the improvements; (2) Buffalo Grove Road/Port Clinton Road/Prairie Road from Illinois Rte. 83 to the north corporate limits of the Village of Buffalo Grove on Prairie Road to provide widening and reconstruction, to provide the jurisdictional transfer to the County of Lake to make said roadway a part of the County Highway System, to provide the transfer of maintenance responsibilities to the County of Lake; (3) Weiland Road from the Lake-Cook County Line to Aptakisic Road to provide widening and reconstruction, to provide the eventual jurisdictional transfer of said roadway to the Village of Buffalo Grove to delete said roadway from the County Highway System, and to provide the transfer of maintenance responsibilities to the Village of Buffalo Grove and (4) Prairie Road from Aptakisic Road to Illinois Rte. 22 to provide widening and reconstruction, to provide the eventual jurisdictional transfer of said roadway to the Village of Buffalo Grove to delete of said roadway from the County Highway System and to provide the transfer of maintenance responsibilities to the Village of Buffalo Grove; and

WHEREAS, the Village of Buffalo Grove and the County of Lake are desirous of entering into a Transportation agreement for the above-said improvements, jurisdictional transfers and transfer of maintenance responsibilities.

NOW, THEREFORE BE IT RESOLVED that the Chairman of the County Board, the County Clerk and the County Engineer of the County of Lake, State of Illinois be authorized and they are hereby directed, to execute a Transportation agreement pertaining to the said improvements, jurisdictional transfers and transfer of maintenance responsibilities providing in the opinion of the Public Service Committee, if necessary, said Transportation agreement in its final form substantially conforms to the draft attached hereto. The County Engineer shall transmit in writing the final Transportation agreement to be executed by the Chairman of the County Board and the County Clerk.

BE IT FURTHER RESOLVED that the Chairman of the County Board, the County Clerk and the County Engineer of the County of Lake, State of Illinois, be authorized and they are hereby directed to execute any and all necessary maintenance and jurisdictional transfer agreements as provided for within the Transportation agreement between the Village of Buffalo Grove and the County of Lake.

BE IT FURTHER RESOLVED that copies of said jurisdictional transfer agreements when executed in their final form be submitted to the Illinois Department of Transportation for their approval and final processing.

Dated at Waukegan, Illinois,
this 13th day of June 1995.