

**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 _____ day of _____, A.D., 20___, 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 statues, 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:

 VILLAGE Clerk
 VILLAGE OF BUFFALO GROVE

VILLAGE OF BUFFALO GROVE

By: _____
 Village President
 VILLAGE OF BUFFALO GROVE

Date: _____

RECOMMENDED FOR EXECUTION

 Lake County
 County Engineer/Director of Transportation

ATTEST:

 Clerk
 Lake County

COUNTY OF LAKE

By: _____
 Chairman
 Lake County Board

Date: _____

AMENDED EXHIBIT III



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

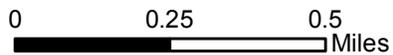
Director of Highways

Date

Location Map



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



LCDOT GIS 5/16/2016