

**AMENDMENT #2 TO INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN LAKE COUNTY FOREST PRESERVE DISTRICT
AND COUNTY OF LAKE
TERMINATING A PRIOR AGREEMENT, PROVIDING FOR
THE EXCHANGE OF LAND,
AND PROVIDING FOR A LICENSE AGREEMENT**

THIS AMENDMENT #2 is 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 Chair and County Board, hereinafter referred to as the COUNTY, and the LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois body politic and corporate, acting by and through its President and Board of Commissioners, hereinafter referred to as the DISTRICT. The COUNTY and the DISTRICT are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and the DISTRICT have entered into an agreement dated April 28, 2000 hereinafter referred to as the AGREEMENT, regarding the exchange of land for purposes of “wetland banking,” that is, allowing the COUNTY to acquire a license for the purpose of creating new or enhanced wetlands (“Wetland Credits”). Wetland Credits would be used for purposes of wetland mitigation, the need for which typically arises due to a new public roadway improvements construction project(s) which effects the drainage profile of a given section of roadway; and,

WHEREAS, under the AGREEMENT, the DISTRICT would issue a license to the COUNTY, allowing the COUNTY to create a wetland mitigation “bank,” in order to bank wetland mitigation credits in anticipation of its current and future wetland mitigation needs; and,

WHEREAS, the AGREEMENT outlined an arrangement under which the DISTRICT would convey to the COUNTY a parcel called the “14th Street Parcel” and the COUNTY would convey to the DISTRICT a parcel called the “Des Plaines River Property” (this has already taken place and the conveyances have been recorded); and,

WHEREAS, the Effective Date of the AGREEMENT was April 28, 2000; and,

WHEREAS, Section 5.D.5 of the AGREEMENT states that “If, on the 12th anniversary of the Effective Date, (i) the County has received neither a Full Approval nor a Partial Approval; or (ii) the County has received a Full Approval or a Partial Approval, but has not elected to enter into a license agreement, then this Agreement shall be deemed to be terminated;” and,

WHEREAS, as a result of certain timing and project coordination issues, the COUNTY and the DISTRICT executed AMENDMENT #1 to the AGREEMENT dated April 10, 2012 which extended the termination date of the AGREEMENT to April 28, 2014; and,

WHEREAS, as a result of continued timing and project coordination issues, the COUNTY and the DISTRICT recognize that it is no longer reasonably possible for either of the criteria above [labeled as (i) and (ii) above] to be satisfied on or before April 28, 2014; and,

WHEREAS, THIS ADMENDMENT #2 shall effectuate a omnibus revision to the AGREEMENT and AMENDMENT #1 such that the termination date ("Termination Date") of the AGREEMENT shall be extended by two (2) additional years, to April 28, 2016, with all other terms and conditions of the AGREEMENT remaining intact; and,

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

1. It is mutually agreed by and between the parties hereto that the Termination Date of the AGREEMENT shall be extended by two (2) additional years, to April 28, 2016, with all other terms and conditions of the AGREEMENT remaining intact and that THIS AMENDMENT #2 supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.

ATTEST:

Secretary
Lake County Forest Preserve District

**LAKE COUNTY
FOREST PRESERVE DISTRICT**

By: _____
President

Date: _____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chairman
Lake County of Board

Date: _____