

AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF NORTH AURORA AND THE COUNTY OF KANE
REGARDING ACCESS AND IMPROVEMENTS TO ORCHARD ROAD
FROM RANDALL ROAD TO INTERSTATE 88

This Amendment No. 2 to the *Intergovernmental Agreement Between the Village of North Aurora and the County of Kane Regarding Access and Improvements to Orchard Road from Randall Road to Interstate 88*, hereinafter referred to as "AMENDMENT NO. 2", is made and entered into as of this 15th day of AUGUST, 2011 by and between the Village of North Aurora, a municipal corporation of the State of Illinois, hereinafter referred to as "VILLAGE", and the County of Kane, a body corporate and politic of the State of Illinois, hereinafter referred to as "COUNTY." The COUNTY and the VILLAGE are sometimes collectively referred to as the "PARTIES" and each individually as a "PARTY".

WITNESSETH

WHEREAS, the VILLAGE and COUNTY entered into an Agreement dated June 8, 2004 titled: *Intergovernmental Agreement Between the Village of North Aurora and the County of Kane Regarding Access and Improvements to Orchard Road from Randall Road to Interstate 88*, (hereinafter referred to as "the AGREEMENT"); and

WHEREAS, pursuant to Kane County Resolution No. 06-364, the VILLAGE and COUNTY approved an amendment to the AGREEMENT on September 12, 2006, (hereinafter referred to as the "FIRST AMENDMENT") and

WHEREAS, at the request of the VILLAGE, the VILLAGE and COUNTY desire to amend the terms of the FIRST AMENDMENT to modify access to and egress from Orchard Road to facilitate the safe and efficient flow of traffic thereon.

NOW, THEREFORE, in consideration of the mutual covenants contain herein, and for other good and valuable consideration the sufficiency of which is agreed to by the PARTIES hereto, both the COUNTY and the VILLAGE mutually covenant, agree and bind themselves as follows, to wit:

1. Paragraph 2 of the AGREEMENT is hereby amended by adding subparagraph E thereto which subparagraph E shall read as follows:

E. ZEPELAK FULL. Future full, signalized (if determined to be warranted by the County Engineer) access point on Orchard Road, located approximately 2,400 feet north of Oak Street. With respect to said proposed full access (or any interim configuration thereof) to Orchard Road, the grant by the COUNTY of this access point is specifically made contingent upon completion of the "Zepelak Connector Road", as depicted on Exhibit "A" (hereinafter the "Zepelak Connector Road"), and consistent with paragraph 3.B.iii herein.

2. Paragraph 3 of the AGREEMENT is hereby amended by adding subparagraph B.iii thereto which subparagraph B.iii shall read as follows:

iii) ZEPELAK CONNECTOR ROAD – The future Zepelak Connector Road is planned to improve area traffic patterns and relieve anticipated traffic volumes at nearby Orchard Road intersections. The proposed Zepelak Connector Road shall be: (i) designed as a

local collector/distributor road, (ii) situated in a right-of-way of a minimum width of eighty (80) feet, (iii) constructed to VILLAGE and COUNTY specifications and, (iv) upon completion, open to use by the motoring public generally. All improvement costs associated with the future Zepelak Connector Road shall be paid or caused to be paid by the VILLAGE and/or developers/property owners along Orchard Road requesting or utilizing or planning to utilize said full access (point E on Exhibit A) to Orchard Road. Upon completion thereof, the VILLAGE shall assume jurisdiction, including ownership and maintenance, of said future Zepelak Connector Road.

3. The FIRST AMENDMENT is hereby amended by adding thereto Paragraph 17 which states as follows:

17. The COUNTY shall own, operate and maintain any roadway lighting located within the right of way of Orchard Road. As of the date of this AMENDMENT NO. 2, the VILLAGE shall pay the cost to energize and maintain new roadway lighting within the COUNTY's right of way if said lighting is required by development in the VILLAGE and/or requested by the VILLAGE. The VILLAGE shall reimburse the COUNTY within forty-five (45) days of the receipt of an invoice for all costs incurred by the COUNTY in relation to the maintenance and energizing of the roadway lighting and signal systems.

4. Exhibit "A" of the FIRST AMENDMENT is hereby amended by deleting the same in its entirety and attaching thereto and incorporating therein the attached Exhibit "A".

Except as expressly provided in this AMENDMENT NO. 2, all other terms, conditions and provisions of the FIRST AMENDMENT shall continue in full force and effect as provided therein.

IN WITNESS WHEREOF, the VILLAGE and COUNTY have entered into this AMENDMENT NO. 2 effective as of the date first set forth above.

COUNTY OF KANE

By: *Karen McConaughay*
Karen McConaughay
Chair, County Board
Kane County, Illinois

ATTEST:

By: _____
John A. Cunningham
Clerk, County of Kane

VILLAGE OF NORTH AURORA

By: *Dale Berman*
Dale Berman
Village President

ATTEST:

By: *Larry Murray*
Village Clerk

AURORA

BATAVIA

B

A

SUGAR GROVE TWP

AURORA TWP

DEERPETH RD.

ORCHARD RD.

ORCHARD GATEWAY BLVD.

HANSEN BLVD

ORCHARD BLVD

RANDALL

F

I

H

G

F

E

D

C

EXHIBIT A

