

**AGREEMENT TO TRANSFER OWNERSHIP  
OF OASIS BUSINESS CENTER WATER SUPPLY FACILITIES  
AND TO PROVIDE PUBLIC POTABLE WATER SUPPLY SERVICES  
FOR THE OASIS BUSINESS CENTER SUBDIVISION**

By and Between

**OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC.**

And

**COUNTY OF LAKE**

As of SEPTEMBER 5, 2012

THIS AGREEMENT ("*Agreement*") made and executed this 5<sup>th</sup> day of SEPTEMBER 2012, by and between OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC., an Illinois not-for-profit corporation (hereinafter referred to as "Oasis Property Association" or "Owner"), as Owner of the Oasis Business Center Subdivision potable water distribution system, located in the Village of Mettawa, Lake County, Illinois, , and the COUNTY OF LAKE, Illinois, a body politic and corporate in the State of Illinois, hereinafter referred to as "*County*."

#### RECITALS:

A. The Oasis Business Center Subdivision (a tract of land located in the Village of Mettawa and legally described on attached **Exhibit A**) (hereinafter sometimes referred to as "Oasis Subdivision" or "Subject Property"), and has developed under the terms of a Declaration of Protective Covenants and Restrictions, recorded July 27, 2000, as Document No. 4559289 ("Declaration"), has created the Oasis Property Association, and has, *inter alia*, constructed and placed in operation a private water supply system to provide a potable water supply to serve the owners or occupants within the Oasis Subdivision (hereafter "Oasis Water Distribution System"), under the ownership of the Oasis Property Association.

B. That Oasis Property Association holds clear and uncontested fee simple title to, and possesses full authority and right to transfer ownership of, the aforescribed Oasis Water Distribution System, and any and all attendant easements, to the County.

C. The County has established a Department of Public Works pursuant to an Act of the General Assembly of the State of Illinois entitled "An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties", as amended, for the purpose of performing, among other things, the function of providing potable public water supply and facilities to certain areas within the County's jurisdiction, including portions of the Village of Mettawa, proximate to the Oasis Subdivision (hereafter "County Waterworks System"); and, the County is a member community in the Central Lake County Joint Action Water Agency ("CLCJAWA"), which holds a Lake Michigan water allocation and provides water treatment, pumping, and distribution to and for its member communities.

D. The Oasis Subdivision is located within the territory authorized to be supplied with potable drinking water by CLCJAWA and the County, as a member community of CLCJAWA distributing potable drinking water.

E. Oasis Property Association has advised the County of its desire to transfer ownership of the Oasis Water Distribution System and appurtenances and easements (excluding the fire pump house, well(s) and interconnections to said well(s), and excluding the individual customer(s) service connection(s)) to the County, to be owned, operated, and maintained by the County as a public water supply system and integrated as a part of the County's Waterworks System, subject to all applicable County (and federal and State) law and public water system regulations and standards.

F. The County has determined to enter into this Agreement, and to accept the dedication of the Oasis Water Distribution System, and interconnection water facilities (to be constructed by Oasis Property Association or others, to connect the Oasis Water Distribution System to the County's Waterworks System; and, to accept the assignment of attendant Oasis Water Distribution System and the interconnection water facilities easement(s); all being subject to Oasis Property Association's prior compliance with all of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Parties hereby agree as follows:

Section 1. The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

**Section 2. OASIS PROPERTY ASSOCIATION Agreements.**

2.1. **Facilities and Easements.** (a) Owner represents and warrants that the location of the existing and operating Oasis Water Distribution System, and the proposed to be constructed interconnection water facilities, to connect Oasis Water Distribution System to the County's Waterworks System, is truly and accurately depicted on the attached Plat of Water Main System of the Oasis Business Center, prepared by John Pezl, P.E., and dated SEPTEMBER 5, 2012, which instrument is marked and attached as **Exhibit B** hereto.

(b) Owner agrees, at Owner's sole cost and expense, to construct a water main and appurtenances to connect the Oasis Subdivision Oasis Water Distribution System to the County's Waterworks System (hereafter sometimes called "Interconnection Water Facilities"), all in compliance with the terms and conditions of the permits or approvals issued by the Illinois Environmental Protection Agency (IEPA) and the County of Lake, through its Department of Public Works, for those Inter-connection Water Facilities, to integrate the Oasis Water Distribution System into, and as a part of, the County's Waterworks System. The location of the Inter-connection Water Facilities lies within the Easement Premises of the Oasis Water Distribution System, legally described and depicted as set forth in Paragraph 2.1(c) below.

(c) Owner represents and warrants that the non-exclusive Easement(s) Premises attendant to and a part of the Oasis Water Distribution System are truly and accurately depicted on the plat of Oasis Business Center Subdivision, recorded on December 9, 1999, as Document No. 4463658. A copy of said Plat of Oasis Business Center Subdivision is marked and attached as **Exhibit C** hereto, and identified as "D.W.C.E.G.P. Easement".

(d) Owner represents and warrants that he/she/it has full legal authority to transfer and convey full fee simple ownership to COUNTY OF LAKE in and for said Oasis Water Distribution System and all attendant water system Easement Premises within the Oasis Business Center Subdivision.

2.2. **Construction of Interconnection Facilities.** (a) Prior to transfer of ownership of

the Oasis Water Distribution System, and attendant Easement Premises, to the County, Owner agrees, at his/her/its sole cost and expense, to construct, or cause to be constructed, the aforesaid Interconnection Water Facilities, all in compliance with the permits and approvals issued by the IEPA and County for said Work. Owner agrees that the County, or its authorized agents or employees, shall have full access and right during construction of the Interconnection Water Facilities to perform any and all required or requested inspections of the Work. Owner, or its contractors, shall not tap on or connect the Oasis Water Distribution System or the constructed Interconnection Water Facilities to the County's Waterworks System until after, (1) obtaining approval for the site connection from the County's Department of Public Works; (2) after all existing customers/users connected to, or permitted to connect to, the Oasis Water Distribution System, have first fully paid all due and owing CLCJAWA and County connection fees to the County, excluding only those who have elected to be shut-off or disconnected from water service by their failure to pay all due and owing CLCJAWA and County connection fees (see also Section 2.2(f) below), and (3) the Owner has fully executed the transfer of ownership instruments set forth in Paragraphs 2.4(a) and 2.4(b) below. Owner shall be responsible for any surface restoration required by reason of the Interconnection Water Facilities construction Work.

(b) Prior to transfer of ownership of the Oasis Water Distribution System and Interconnection Water Facilities by the Owner to the County, the Owner, at Owner's expense, shall cause the existing Oasis Water Distribution System, including the fire system piping, to be cleaned, disinfected, and tested (integrity and pressure), by a licensed contractor or operator acceptable to County, prior to the integration of the Oasis Water Distribution System and Interconnection Water Facilities into, and as a part of, the County Waterworks System.

(c) Prior to transfer of ownership of the Oasis Water Distribution System and Interconnection Water Facilities by the Owner to the County, all buildings served by, or permitted to be served by, the Oasis Water Distribution System shall have water meters and backflow preventers installed which meet current County Waterworks System standards.

(d) Prior to transfer of ownership of the Oasis Water Distribution System and Interconnection Water Facilities by Owner to the County, Owner agrees to and shall provide evidence that all contractors, sub-contractors, materialmen, and laborers, who provided work, materials, or supplies to or for the Oasis Water Distribution System and the Interconnection Water Facilities construction Work, has or have been paid in full, and that no liens or claims for the Interconnection Water Facilities construction Work, or the construction or repair of the Oasis Water Distribution System, is or are outstanding and not satisfied.

(e) Prior to transfer of ownership of the Oasis Water Distribution System and Interconnection Water Facilities by the Owner to the County, the Owner shall post a one-year maintenance guarantee with the County's Department of Public Works, in an amount acceptable to County, as determined by County based upon its maintenance experience for a water system of like size and age, by the posting of a letter of credit in said amount.

(f) Prior to transfer of ownership of the Oasis Water Distribution System and Interconnection Water Facilities by the Owner to the County, not less than twenty-one (21) days before that transfer of ownership, for any and all existing customer(s)/user(s) connected to the

Oasis Water Distribution System who has/have not fully paid all due and owing CLCJAWA and County connection fees to the County, as provided in Section 2.2(a)(2) above and Section 2.3 below, Oasis Property Association shall provide and personally serve individual written notice on each such non-compliant customer/user that said customer/user's water service connection shall be turned off or disconnected on the date of transfer of ownership, and that water service will not be turned on or re-connected until such time as each such customer/user has paid in full to the County all due and owing CLCJAWA and County connection fees; and, Oasis Property Association shall provide a copy of each such customer/user Notice, and evidence of service of same on such customer(s)/user(s), to the County.

**2.3. CLCJAWA and County Connection Fees.** Owner acknowledges that connection to the County's Waterworks System, and the related and connected CLCJAWA water treatment, pumping, and distribution system, is contingent on all Oasis Water Distribution System customers/users first fully paying all due and owing proportionately imposed Connection Fees, generally calculated with reference to a customer's property use and the gross square footage of improvements on a parcel. Owner agrees that, prior to the connection of the Oasis Water Distribution System to the County's Waterworks System, all existing Oasis Subdivision Oasis Water Distribution system customers or users, or the Owner, shall first pay in full to the County all CLCJAWA and County Connection Fees. The Owner, or the existing Oasis Water Distribution System customer/user, shall provide to the County's Department of Public Works all required or requested ownership/occupant directory information, and property use and square footage of improvements information, to permit calculation of the Connection Fees due and owing. Owner acknowledges and agrees that all future customers/users within the Oasis Subdivision shall be responsible for payment of all lawfully due and owing CLCJAWA and County Connection Fees, prior to connecting to the County's Water Distribution System.

**2.4. Transfer of Ownership.** Following Owner's, or Owner's contractor's, substantial completion (but not connection to the County's public water system) of the Interconnection Water Facilities construction Work, and inspection by and acceptance of that Interconnection Water Facilities construction Work, and inspection and acceptance of other required Oasis Water Distribution System preparatory work, by the County, through its Department of Public Works, Owner agrees:

(a) to dedicate, transfer, convey, warrant, and sell to COUNTY OF LAKE all of Owner's right, title and interest in and to the Oasis Water Distribution System and Interconnection Water Facilities equipment and property owned by Owner, being free, clear, and full fee simple ownership of the Property comprising the OASIS WATER DISTRIBUTION SYSTEM, as depicted on those certain Record Drawings attached hereto as Exhibit B, including but not necessarily limited to all hydrants, valves, water mains and piping (other than individual property service piping from business(es) or other customer premises to the service valve boxes or vaults), manholes, and valve vaults, by fully executing the recordable Dedication instrument attached hereto as **Exhibit D**. Specifically excluded from this conveyance, and transfer are all wells, piping, equipment, and facilities (including the fire pump house) between the well site and point of connection to the Oasis Water Distribution System main.

(b) by Assignment of Easement(s), to assign, dedicate, grant, transfer, convey,

warrant, and sell to COUNTY OF LAKE all of Owner's right, title and interest in and to the Oasis Water Distribution System Easements or Easement Premises and other property rights, as depicted on attached **Exhibit C** , relating to public water system, by fully executing the recordable Assignment of Easement(s) instrument attached hereto as **Exhibit E**.

2.5. **Indemnification, Defense, and Hold Harmless.** Owner agrees to indemnify, defend, and save harmless the County and its employees and director, against all claims, causes of action, suits, damages, and demands (collectively, "Claims"), and to defend the Owner against such Claims (including all costs, charges, expenses, and attorneys' fees relating to such defense) that may arise out of or in connection ownership of the Oasis Water Distribution System and easements, and with regard the actions or inactions of the Owner or its authorized agents, servants, employees, or contractors in the construction or installation of the Oasis Water Distribution System and Interconnection Water Facilities on or under the subject Easement Premises .

### Section 3. **COUNTY Agreements.**

3.1. The County, through its Department of Public Works, agrees to timely perform all required inspections or testing to establish to the satisfaction of the County, exercised in its sole discretion, that the Oasis Water Distribution System and Interconnection Water Facilities meet public water system standards and are acceptable for integration into or as a part of the County's Waterworks System.

3.2. The County agrees, upon receipt of the information or documents necessary to determine the appropriate Connection Fees charges, to calculate for and collect from any or all existing Oasis Subdivision Oasis Water Distribution System customers/users, the required due and owing CLCJAWA and County Connection Fees, for connecting to the County's Waterworks System. The County shall be responsible for providing any notice(s) required by County ordinance(s) to those Oasis Water Distribution System customer(s)/user(s), who have failed or refused to pay CLCJAWA and County connection fees as of the transfer of ownership date, of the turn off, shut-off, or disconnection of said customer/user's individual water service.

3.3. Upon notice of substantial completion of the Interconnection Water Facilities construction Work (but, not connection of the Interconnection Water Facilities to the County's public water system), and inspection and acceptance of the Interconnection Water Facilities Work by the County, the County agrees to provide the County employees or agents to the Interconnection Water Facilities construction site, who are authorized to complete the connection of the Interconnection Water Facilities to the County's Waterworks System.

3.4. Upon satisfactory completion or performance by Owner or others of the terms and conditions contained in Section 2 above, and acceptance of the Oasis Water Distribution System and Interconnection Water Facilities by the County, the County agrees:

(a) to accept the Dedication of the Oasis Water Distribution System and Interconnection Water Facilities by and from Owner, as an integrated part of the County's

Waterworks System; and, agrees to have an authorized County representative execute the Acceptance on the Dedication instrument, and thereafter cause said Dedication instrument to be recorded in the office of the Lake County Recorder of Deeds.

(b) to accept the Assignment of Easement(s), of the Oasis Water Distribution System easements, depicted on Exhibit C hereto, , by and from Owner; and, agrees to have an authorized County representative execute the Acceptance on the Assignment of Easement(s) instrument, and thereafter cause said Assignment of Easement(s) instrument to be recorded in the office of the Lake County Recorder of Deeds.

#### Section 4. **Mutual Agreements of the Parties.**

4.1. **Billing and Rates.** Customer usage charges and fees shall be established and charged and billed by the County, or it's Department of Public Works, to Customers in conformance with the usage charges and rates, or fees, in the then applicable Lake County Board adopted and approved ordinances and fee schedules, and the County's standard billing practices and procedures of uniform application. The County reserves the right to amend or modify any Customer rates or charges as may be deemed necessary for the County's public water system.

4.2. **Connection Fees.** The County is a member community of CLCJAWA. For purposes of this Agreement, the County's Waterworks System is the connection point for any Customer connected to the CLCJAWA water system and to the County Waterworks System. As a result, for all future Customers from the Oasis Business Center Subdivision, Connection Fees due and owing to CLCJAWA and to the County for connection to the County's Waterworks System, are due and payable by any and all of said future Customers to the County, prior to any future connection to the County's Waterworks System, in accordance with the Connection Fee rates or charges then in effect. The County shall be responsible for remitting the CLCJAWA collected Connection Fees to CLCJAWA.

4.3. **Regulatory Bodies.** This Agreement is subject to all applicable federal, State, or local laws and regulations. Upon and following the County's acceptance of the Oasis Water Distribution System and the recording of the Dedication, and Assignment of Easement(s) instruments, all County ordinances relating to the County's Waterworks System shall apply to all customers/users from within the Oasis Business Center Subdivision.

4.4. **Authorization.** The officers or representatives of each party hereto acknowledges and represents that he or she has lawful authority to execute and bind their party to this Agreement, and that all required legal prerequisites to execution of this Agreement or any of the recordable instruments referred to herein have been performed and satisfied; and, that the other party can rely thereon.

#### Section 5. **Other Agreements.**

5.1 **Village of Mettawa/County of Lake Intergovernmental Agreement.** On June 12, 2001 the Village of Mettawa and County of Lake entered into an Intergovernmental


Agreement "IGA"), which authorized the County to provide potable water supply to Oasis Business Park (now known and referred to as Oasis Business Center), within the municipal jurisdiction of the Village, which IGA was and is subject to this Agreement between the County and Oasis Property Association, to transfer ownership of the Oasis Business Center water supply facilities to the County. A true and correct copy of the Village of Mettawa and County of Lake IGA is attached hereto and marked Exhibit F.

**Effective Date.** The effective date of this Agreement shall be the date first written above (to be inserted by the last to execute this Agreement).


**OASIS BUSINESS CENTER PROPERTY  
ASSOCIATION, INC.**

By:   
Its: PRESIDENT

ATTEST:

  
(Secretary)  
TREASURER

ACCEPTED:

COUNTY OF LAKE  
By:   
Its: Chairman

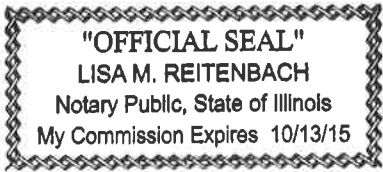
Attest:   
County Clerk



STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Scott Stedronsky personally known to me to be the President, and K. Blair Nage, personally known to me to be the Treasurer, of Oasis Business Center Property Association, Inc., and personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged as they signed and delivered the said instrument and pursuant to authority given by Scott Stedronsky, of Oasis Business Center Property Association, Inc. as their free and voluntary act, and as the free and voluntary act and deed of said Oasis Business Center Property Association, Inc., for the uses and purposes herein set forth.

Given under my hand and official seal this 24<sup>th</sup> day of July, 2012.



Lisa M. Reitenbach  
NOTARY PUBLIC  
My commission expires: 10-13-15

COUNTY OF LAKE )  
STATE OF ILLINOIS ) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, Chairman of the Lake County Board, and Willard R. Helander, County Clerk, personally known to me to be the same persons whose names are stated on the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered, said instrument pursuant to lawfully granted authority as, his/her free and voluntary act for uses and purposes therein set forth.

Given under my hand and official seal, this 6<sup>th</sup> day of September, 2012.

Suzann E. Denlinger  
Notary Public

Prepared by and return to:

James C. Bakk  
Special Assistant State's Attorney  
200 N. M.L. King Ave., Suite 206  
Waukegan, IL 60085  
(847) 249-9900





## **EXHIBIT A**

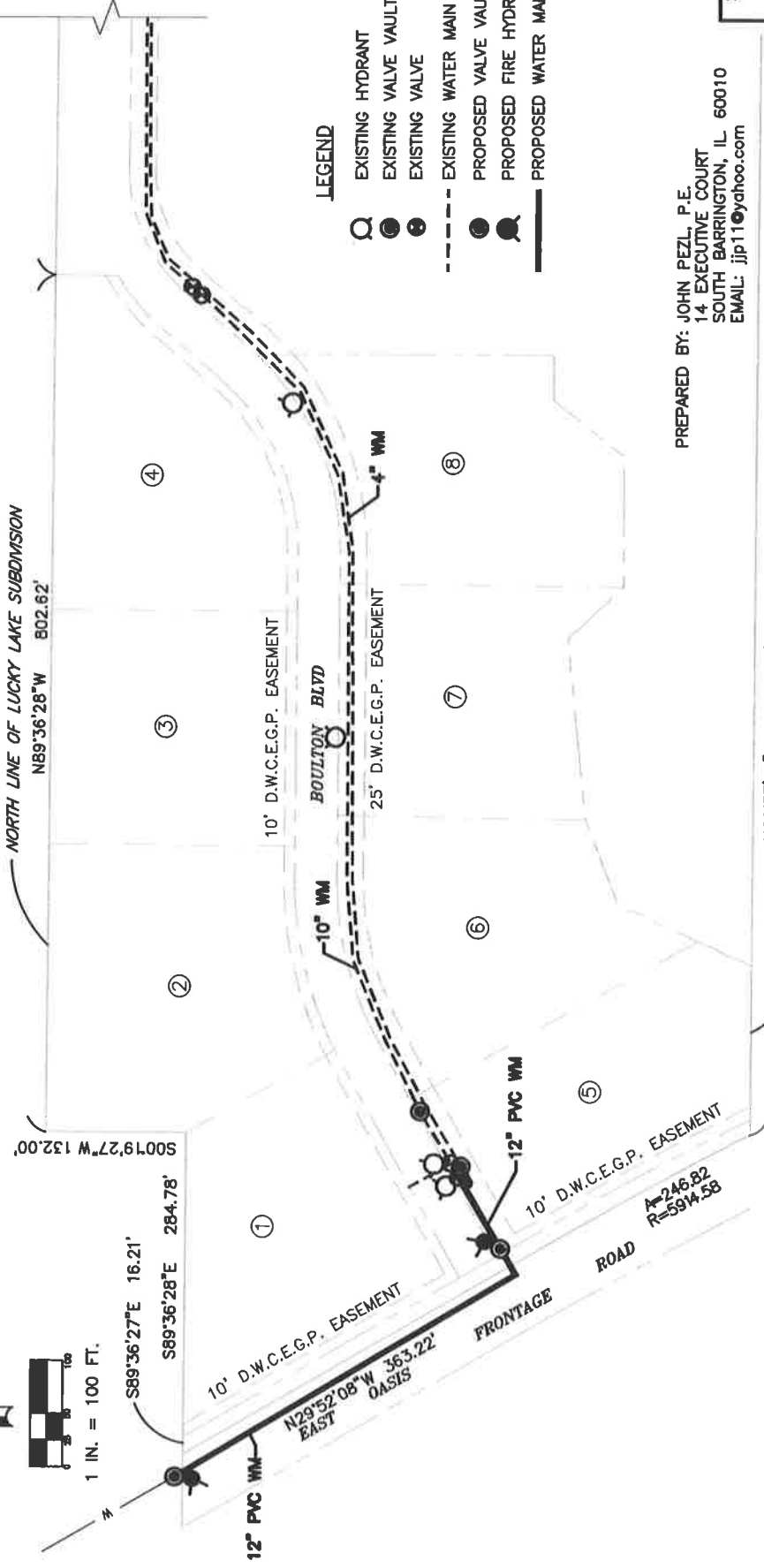
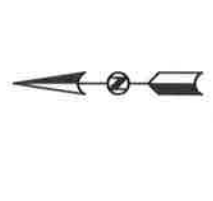
Oasis Business Center Subdivision  
Transfer Agreement – Water Supply System  
Subdivision Legal Description

LOTS 1 THROUGH 17 IN OASIS BUSINESS CENTER SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 8 RODS OF THE WEST 40 RODS THEREOF, AND ALSO EXCEPT THAT PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960, AND ALSO EXCEPT THAT PART LYING WESTERLY OF THE PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960), ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1999 AS DOCUMENT 4463858, IN LAKE COUNTY, ILLINOIS.

**EXHIBIT A**

# EXHIBIT B PLAT OF WATER MAIN SYSTEM OF THE OASIS BUSINESS CENTER

BEING A SUBDIVISION OF  
THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 8 RODS OF THE WEST 40 RODS THEREOF, AND ALSO EXCEPT THAT PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960, AND ALSO EXCEPT THAT PART LYING WESTERLY OF THE PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960), IN LAKE COUNTY, ILLINOIS.



**LEGEND**

- EXISTING HYDRANT
- EXISTING VALVE VAULT
- EXISTING VALVE
- EXISTING WATER MAIN
- PROPOSED VALVE VAULT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER MAIN

PREPARED BY: JOHN PEZL, P.E.  
14 EXECUTIVE COURT  
SOUTH BARRINGTON, IL 60010  
EMAIL: jip11@yahoo.com

DATE: JUNE 25, 2012

SOUTH LINE OF THE NORTHWEST QUARTER OF SEC. 25-44-11





**EXHIBIT D**

to

**Agreement to Transfer Ownership of  
Oasis Business Center Water Supply Facilities**

between

**Oasis Business Center Property Association, Inc.**

and

**County of Lake, Illinois**

**DEDICATION OF  
WATER SUPPLY SYSTEM**

**SITE LOCATION:**

**Oasis Business Center Subdivision  
East of Bradley Rd. + Boulton Blvd.  
Mettawa, Illinois**

**OWNER:**

**Oasis Business Center Property Association, Inc.  
Robert P. Nesbit, Registered Agent  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089**

**DEDICATION OF OASIS BUSINESS CENTER  
SUBDIVISION WATER SUPPLY SYSTEM AND FACILITIES**

This Dedication of ownership in and to the Oasis Business Center Subdivision Water Supply System, including the Interconnection Water Facilities connecting said Water System to the County of Lake's public Waterworks System, made this 5<sup>th</sup> day of SEPT., 2012, by **OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC.**, an Illinois Not-for-Profit corporation ("OWNER" or "Association"), located generally easterly of the intersection of Bradley Road and Boulton Boulevard in Mettawa, Illinois, with its principal business address at (its registered agent, Robert P. Nesbit) 750 Lake Cook Road, Suite 350, Buffalo Grove, Illinois 60089, hereby dedicates, conveys, grants, transfers, and warrants to and in favor of and for the benefit of the **COUNTY OF LAKE**, an Illinois body corporate and politic, at 18 N. County Street, Waukegan, Illinois 60085 (the COUNTY"), the Oasis Business Center Subdivision Water Supply System and Interconnection Water Facilities, as provided herein below.

**WITNESSETH**

WHEREAS, the OWNER and the COUNTY did on SEPT. 5<sup>th</sup>, 2012 enter into an Agreement to Transfer Ownership of Oasis Business Center Water Supply System, under which Agreement OWNER was to construct and place in operation certain interconnecting water main and related appurtenant facilities ("Interconnection Water Facilities"), connecting the Oasis Business Center Subdivision Water Supply System to, and thereby integrating into and becoming a part of, the County Waterworks System, therein and hereinafter described as the "Oasis Water Supply Facilities"; and

WHEREAS, the OWNER has constructed and placed in operation the said Interconnection Water Facilities, as a part of the Oasis Water Supply Facilities, which have been accepted by the County, all as depicted on attached **Exhibit A** Plat of Dedication instrument; and



WHEREAS, the said SEPTEMBER 5, 2012 Agreement provides (at Section 2.4(a)) that the aforescribed Oasis Water Supply Facilities are to be dedicated by the OWNER to the COUNTY; and

WHEREAS, the Oasis Water Supply Facilities, have been installed and placed in operation, and have been integrated as a part of the COUNTY's Waterworks System, as located and depicted on attached **Exhibit A**.

NOW, THEREFORE, the undersigned Grantor and OWNER, **OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC.**, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by the Grantee, **COUNTY OF LAKE**, to OWNER, the receipt and sufficiency of which are hereby acknowledged, does hereby:

**Section 1. Dedication.** OWNER dedicates, conveys, grants, transfers, and warrants to COUNTY, and COUNTY accepts, all of OWNER's interest and ownership in the existing Oasis Water Supply Facilities connected to the County Waterworks System, including, but not necessarily limited to, all water mains, hydrants, valves, piping, manholes, and valve vaults (excluding therefrom individual property service piping from businesses or other customer premises to the service valve boxes or vaults), all situated upon and as more specifically depicted and described on the attached **Exhibit A**, Plat of Dedication, all in accordance with the Agreement to Transfer Ownership of Oasis Business Center Water Supply Facilities, dated SEPTEMBER 5, 2012. Also specifically excluded from this Dedication and transfer are the fire pump house and all wells, piping, equipment, and facilities between the well site and point of connection to the water main.

**Section 2.** The legal description of the affected real estate, comprising the Oasis Business Center Subdivision, is attached hereto and marked **Exhibit B**. This Dedication runs with the land.

**Section 3.** The Owner and County both acknowledge and agree that this dedication of ownership relates only to, the described Oasis Water Supply Facilities, equipment and appurtenances. Fee simple ownership in the land, or lots, in Oasis Business Center Subdivision remains with the record owner(s) thereof.

**IN WITNESS WHEREOF**, OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC., has executed or has caused this Dedication to be executed by its proper officers duly authorized to execute same.

(over for Execution page)

OWNER (Grantor)

OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC.

By: [Signature]  
Its: President

ATTEST:

By: [Signature]  
Its: Treasurer

ACCEPTED:

COUNTY OF LAKE

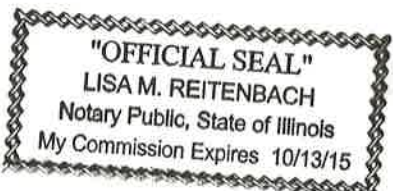
By: [Signature]  
Its: LAKE COUNTY BOARD CHAIR

COUNTY OF LAKE )  
STATE OF ILLINOIS ) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Scott Stedrowsky the President (President) (Vice-President) and A. John Majors the Treasurer (Secretary) of Oasis Business Center Property Association, Inc., personally known to me to be the same persons whose names are stated on the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered, said instrument pursuant to lawfully granted authority, as their free and voluntary act for uses and purposes therein set forth.

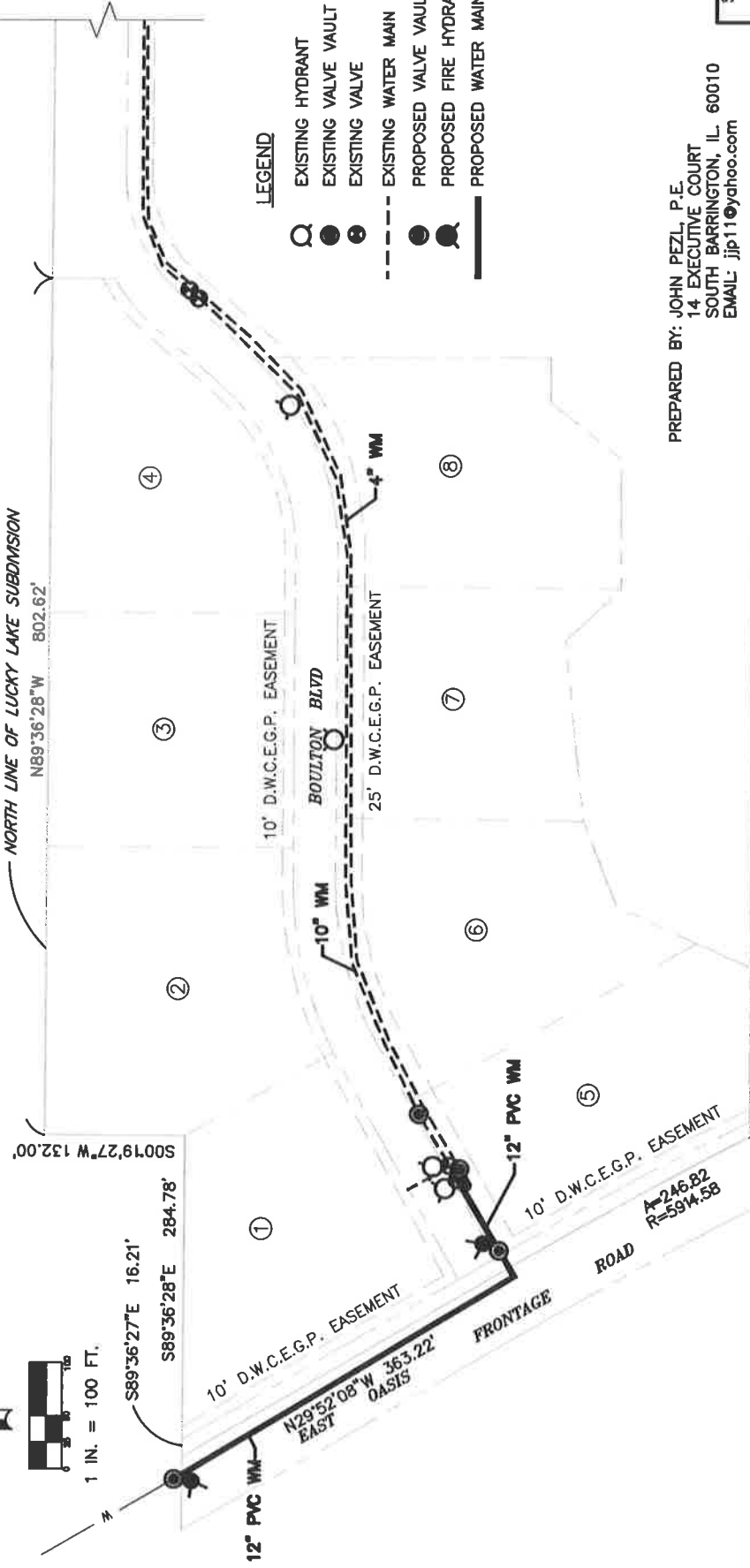
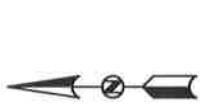
Given under my hand and official seal, this 24<sup>th</sup> day of July, 2012.

[Signature]  
Notary Public  
My commission expires: 10-13-15



# EXHIBIT A PLAT OF WATER MAIN SYSTEM OF THE OASIS BUSINESS CENTER

BEING A SUBDIVISION OF  
THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 8 RODS OF THE WEST 40 RODS THEREOF, AND ALSO EXCEPT THAT PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960, AND ALSO EXCEPT THAT PART LYING WESTERLY OF THE PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960), IN LAKE COUNTY, ILLINOIS.



- LEGEND**
- EXISTING HYDRANT
  - EXISTING VALVE VAULT
  - ⊙ EXISTING VALVE
  - EXISTING WATER MAIN
  - PROPOSED VALVE VAULT
  - ⊙ PROPOSED FIRE HYDRANT
  - PROPOSED WATER MAIN

PREPARED BY: JOHN PEZL, P.E.  
14 EXECUTIVE COURT  
SOUTH BARRINGTON, IL. 60010  
EMAIL: jip11@yahoo.com

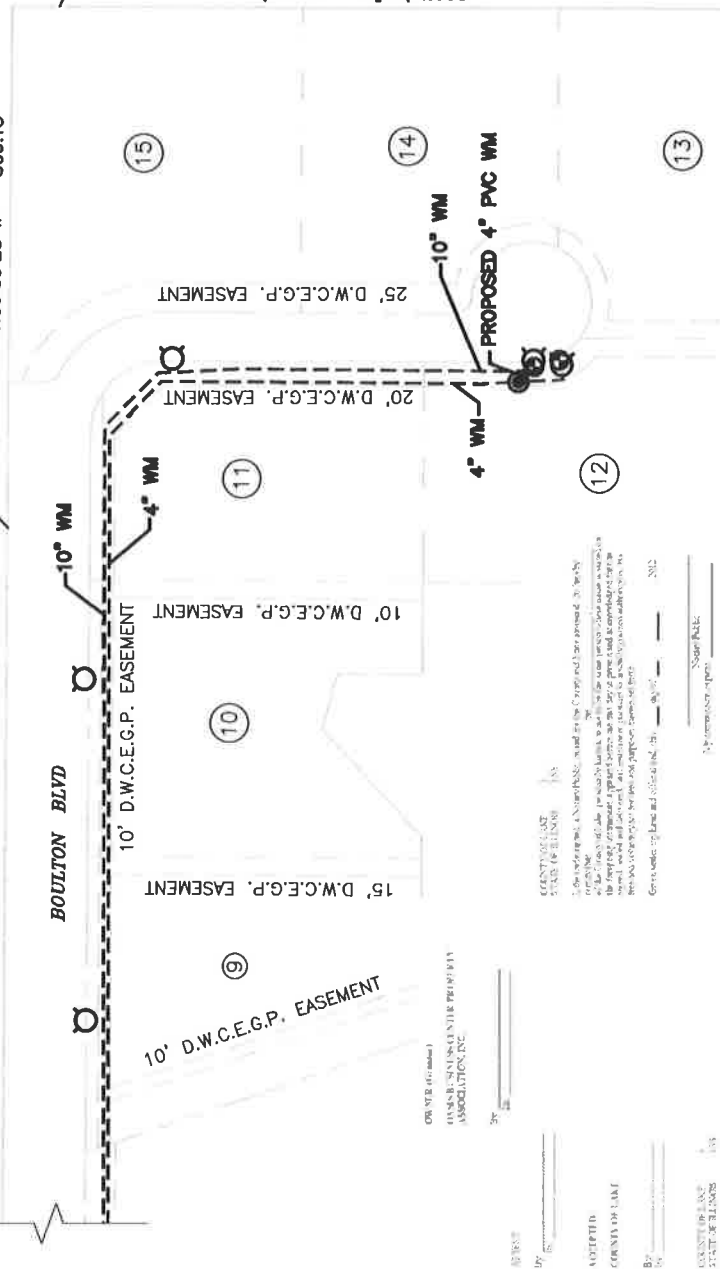
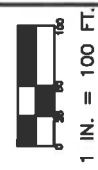
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THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD  
PRINCIPAL MERIDIAN (EXCEPT THE NORTH 8 RODS OF THE WEST 40 RODS THEREOF, AND ALSO EXCEPT THAT PART TAKEN BY THE  
NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960, AND ALSO EXCEPT THAT PART LYING WESTERLY OF THE PART TAKEN BY THE  
NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960), IN LAKE COUNTY, ILLINOIS.

NORTH LINE OF LUCKY LAKE SUBDIVISION  
N89°36'28"W 309.15'

N89°36'28"W 885.34'

BOULTON BLVD



EAST LINE OF THE NORTHWEST QUARTER OF SEC. 25-44-11  
S00°11'59"W 661.17'

PREPARED BY: JOHN PEZL, P.E.  
14 EXECUTIVE COURT  
SOUTH BARRINGTON, IL 60010  
EMAIL: jip11@yahoo.com

DATE: JUNE 25, 2012

SHEET  
**2**

N89°37'01"W 1997.29'

SOUTH LINE OF THE NORTHWEST QUARTER OF SEC. 25-44-11

**ACCEPTED**  
COUNTY CLERK  
LAKE COUNTY, ILLINOIS

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LAKE COUNTY, ILLINOIS

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**ACCEPTED**  
COUNTY CLERK  
LAKE COUNTY, ILLINOIS

**EXHIBIT B**  
(to Dedication instrument)

Oasis Business Center Subdivision  
Subdivision Legal Description

LOTS 1 THROUGH 17 IN OASIS BUSINESS CENTER SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 8 RODS OF THE WEST 40 RODS THEREOF, AND ALSO EXCEPT THAT PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960, AND ALSO EXCEPT THAT PART LYING WESTERLY OF THE PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960), ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1999 AS DOCUMENT 4463858, IN LAKE COUNTY, ILLINOIS.

**EXHIBIT A**

**EXHIBIT E**

to

**Agreement to Transfer Ownership of  
Oasis Business Center Water Supply Facilities**

between

**Oasis Business Center Property Association, Inc.**

and

**County of Lake, Illinois**

**ASSIGNMENT OF EASEMENT(s)**

(Easement Premises of Oasis  
Business Center Subdivision  
Potable Water Supply System)

**Assignor/Grantor:**

**OASIS BUSINESS CENTER  
PROPERTY ASSOCIATION, INC.**

**Assignee/Grantee:**

**COUNTY OF LAKE, Illinois**

**ASSIGNMENT OF EASEMENT(s)**

**(Oasis Water Distribution System and Interconnection  
Water Facilities "Easement Premises")**

This Assignment of Easement(s) ("**Assignment**"), made this 5<sup>th</sup> day of SEPTEMBER, 2012, at Libertyville, Illinois, by and between Grantor/ Assignor, **OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC.**, an Illinois Not-for-Profit corporation, located generally easterly of the intersection of Bradley Road and Boulton Boulevard, in Mettawa, Illinois, with its principal business address at (its registered agent, Robert P. Nesbit) 750 Lake Cook Road, Suite 350, Buffalo Grove, Illinois 60089 (hereafter sometimes referred to as "**OWNER**" or "**Grantor**" or "**Association**") and Grantee/ Assignee **COUNTY OF LAKE**, a body politic and corporate of the State of Illinois, with its address at 18 N. County Street, Waukegan, Illinois 60085 (hereafter sometimes referred to as "**COUNTY**").

**WHEREAS**, Grantor/Assignor Oasis Business Center Property Association, Inc., is the owner and operator of a water distribution and supply system for the Oasis Business Center Subdivision, in the Village of Mettawa, Lake County, Illinois, consisting of approximately 5,100 linear feet of water main and piping, and appurtenant equipment and facilities (hereafter "**Oasis Water Supply Facilities**"), as depicted on the Plat of Dedication attached hereto as **Exhibit A**; together with Grantor/Assignor's ownership of the attendant perpetual, non-exclusive utility easement rights, privileges, and other property rights, as depicted and legally described in the Plat of Subdivision of Oasis Business Center Subdivision, recorded December 9, 1999 as Document No. 4463658, attached hereto as **Exhibit B**, and identified as "**D.W.C.E.G.P. Easement**", for purposes of locating, operating and maintaining public water utility services (hereafter "**Easement Premises**"); and

**WHEREAS**, **OWNER** has agreed to dedicate, grant, sell, transfer and warrant, and **COUNTY** has agreed to accept said Oasis Water Distribution System; and, **OWNER** has agreed to , assign, grant, convey, and transfer, and the **COUNTY** has agreed to accept said the attendant Easement Premises; all pursuant to an "**Agreement to Transfer Ownership of Oasis Business Center Water Supply Facilities**", by and between **OWNER** and **COUNTY**, dated SEPTEMBER 5, 2012, and said Agreement has been approved and authorized by the corporate authority of both **OWNER** and **COUNTY**; and

**WHEREAS**, by this Assignment of Easement(s), Assignor, **OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC.**, assigns, sells and transfers to **COUNTY OF LAKE** all rights, interest, and title to the perpetual, non-exclusive Easement Premises attendant to and relating to said Oasis Water Distribution System Facilities, and **COUNTY** accepts all rights, interest, and title to said Easement Premises, as depicted and legally described in the attached **Exhibit B**, identified as “D.W.C.E.G.P. Easement”, for purposes of locating, operating, maintaining and providing public water utility services; and

**NOW, THEREFORE**, (Assignor/Grantor) **OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC.** and (Assignee/Grantee) **COUNTY OF LAKE** agree as follows:

1. That the recitals above be and are incorporated as a part of this Assignment, as if fully set forth herein.

2. Assignor **OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC.**, for Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as owner of the Easement Premises and other property rights attendant to and relating to the subject Oasis Water System Facilities, hereby assigns, conveys, sells, transfers, and warrants to the Assignee, **COUNTY OF LAKE**, all of Assignor Grantor’s perpetual, non-exclusive legal and equitable rights, title and interest, in the Easement Premises and property rights, as depicted and legally described as “D.W.C.E.G.P. Easement”, in attached the **Exhibit B**, for potable water utility service and supply purposes.

3. The officers or parties executing this Assignment of Easement acknowledge and represent that he or she is authorized by the appropriate legal authority to execute and affirm this Assignment of Easement Premises.

4. This Assignment of Easement(s) shall run with the land, and are subject to the following additional **Terms and Conditions**.

(a) Grantee, its successors and assigns, are authorized to install, renew, replace, repair, extend, operate, maintain, and remove, from time to time, equipment and facilities used in connection with the underground and above ground transmission and public water service. This easement shall extend in, under, across, along, and upon the described “Easement Premises”.

(b) Grantee is hereby authorized and given unobstructed access for ingress and egress to the described easements; to cut, trim, or remove trees, bushes, roots, and pavement as may be reasonably required to perform any of the operations or maintenance obligations or responsibilities identified in sub-paragraph 4(a) above.

(c) Grantor, or the record lots owner(s), shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided and such



use and occupation by the Grantor shall not be unnecessarily interfered with any public water system operation and/or maintenance performed under this grant.

(d) The Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct said public water system improvements, or any part or the appurtenances thereof, and will not obstruct or interfere with said Grantees, their contractors or sub-contractors or with the agents or employees of them or either of them, in the exercise of any rights, privileges, or authorities hereby given and granted.

(e) Upon execution of this instrument by Grantee, and the recording of this Assignment of Easement, the Oasis Water Distribution System Facilities shall become a part of the County's Waterworks System, and shall be subject to all applicable County ordinances and rules regarding connection to or use of the County Waterworks System, and any applicable federal or State statutes or regulations.

(f) No new permanent structures, utilities, or other obstructions shall be placed on or over Grantee's public water system easements described herein, without written consent of Grantee or its authorized representative.

(g) In the event Grantee, or its agents, contractors, or employees, enters any easement for purposes herein, for any digging, excavating, or earth disturbances, the Grantee shall be responsible to promptly restore the ground (soil) grade, and to apply grass or hydroseed to restore a grassy surface. Any pavement or sidewalk(s) cut or removed shall be replaced to as near as possible to the condition as preceded any work. Fences, trees, bushes, and other plantings shall, to the extent practicable as determined by County, be temporarily moved or uprooted and, at the conclusion of the work, replaced, but, responsibility for any such fences, trees, bushes, or other plantings in or on the Easement Premises shall remain solely with the lot or parcel owner, or the property owner's Association, as the case may be.

(h) This indenture and covenants and agreements herein contained shall run with the land and shall be binding upon the Grantor, Grantee, record lot owner(s), lessees, successors, heirs, devisees and assigns, and any, either all of the same, of the parties hereto and shall be in full force and effect when this instrument is accepted by the Grantee and recorded in the office of the Recorder of Deeds.

5. This Assignment of Easement(s) shall be effective as of the date written above.

Grantor herein hereby releases and waives all rights under and by virtue of the Homestead Exception law of the State of Illinois, to the extent herein granted.

SIGNED, SEALED AND DELIVERED, this 5<sup>th</sup> day of SEPTEMBER, 2012

**OASIS BUSINESS CENTER PROPERTY ASSOCIATION, INC., Owner**

By: [Signature]  
Its: PRESIDENT President/Chairman)

Attest:

[Signature]  
Secretary Treasurer

ACCEPTED:

COUNTY OF LAKE

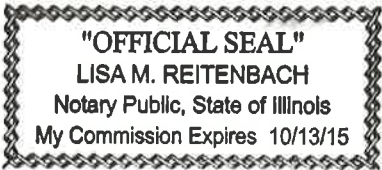
By: [Signature]  
Its: LAKE COUNTY BOARD CHAIR

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Scott Stedronsky, personally known to me to be the (President) (Chairman), and K. Blair Nagel, personally known to me to be the Secretary, Oasis Business Center Property Association, Inc., and personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged as they signed and delivered the said instrument and pursuant to authority given by the Board of Directors of Oasis Business Center Property Association, Inc., as their free and voluntary act, and as the free and voluntary act and deed of said North Shore Sanitary District, for the uses and purposes herein set forth, including the release and waiver of the right of Homestead.

Treasurer

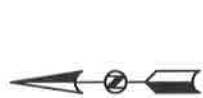
Given under my hand and official seal this 24<sup>th</sup> day of July, 2012.



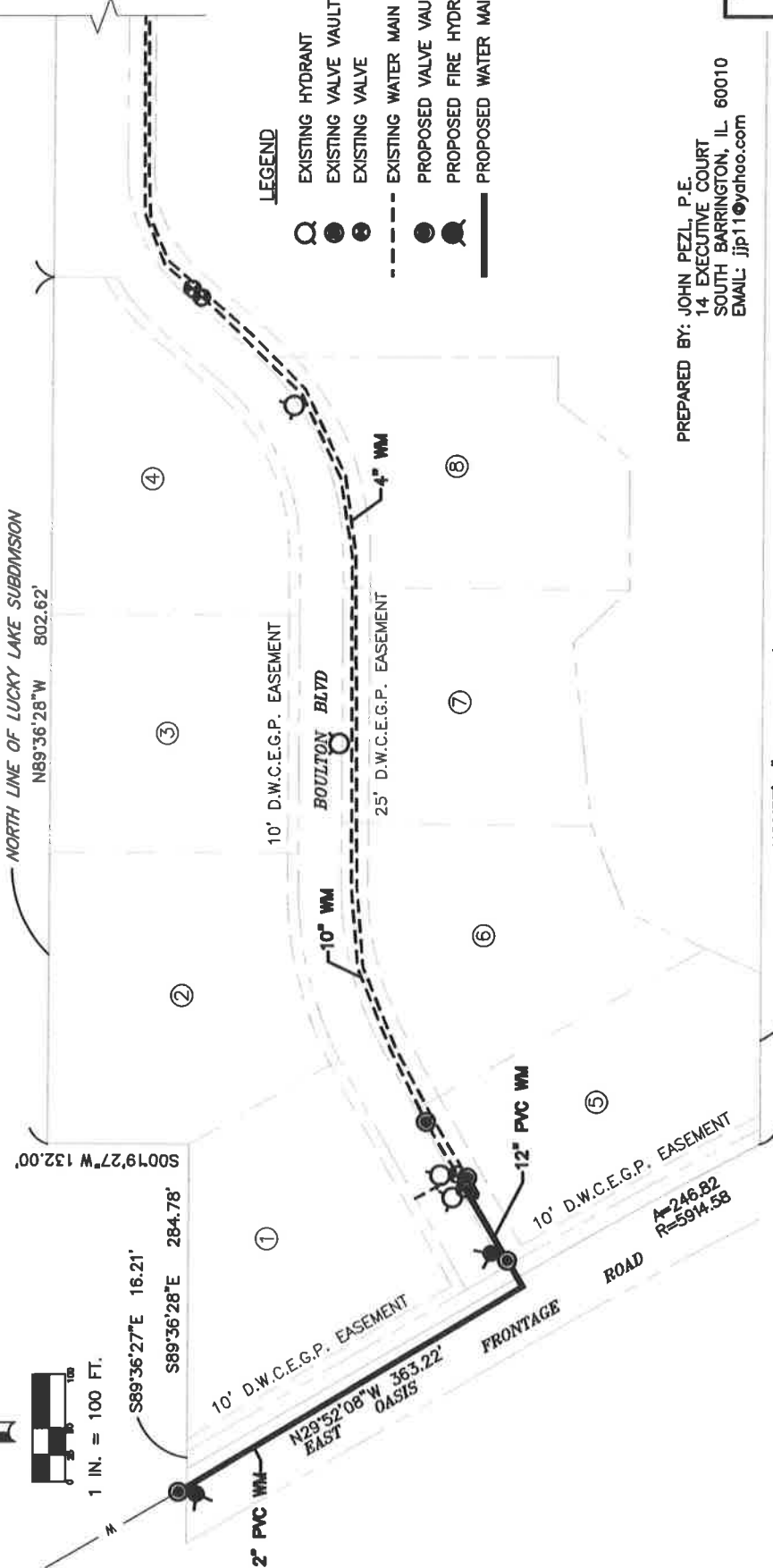
[Signature]  
NOTARY PUBLIC

# EXHIBIT A PLAT OF WATER MAIN SYSTEM OF THE OASIS BUSINESS CENTER

BEING A SUBDIVISION OF  
THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 8 RODS OF THE WEST 40 RODS THEREOF, AND ALSO EXCEPT THAT PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960, AND ALSO EXCEPT THAT PART LYING WESTERLY OF THE PART TAKEN BY THE NORTHERN ILLINOIS TOLL ROAD IN CASE NO. 13960), IN LAKE COUNTY, ILLINOIS.



1 IN. = 100 FT.



**LEGEND**

- EXISTING HYDRANT
- EXISTING VALVE VAULT
- EXISTING VALVE
- EXISTING WATER MAIN
- PROPOSED VALVE VAULT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER MAIN

PREPARED BY: JOHN PEZL, P.E.  
14 EXECUTIVE COURT  
SOUTH BARRINGTON, IL 60010  
EMAIL: jlp11@yahoo.com

DATE: JUNE 25, 2012

N89°37'01"W 1997.29'  
SOUTH LINE OF THE NORTHWEST QUARTER OF SEC. 25-44-11





**EXHIBIT F**

to

**Agreement to Transfer Ownership of  
Oasis Business Center Water Supply Facilities**

between

**Oasis Business Center Property Association, Inc.**

and

**County of Lake, Illinois**

**AMENDED**

Agenda Item #

**30**

DISTRIBUTION  
County Board  
County Clerk  
County Administrator  
Public Works

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF LAKE )

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

JUN 12 2001 APPROVE

COUNTY BOARD, LAKE COUNTY, ILLINOIS  
REGULAR JUNE A.D., 2001 SESSION

WILLIAM R. HELANDER County Clerk

JUNE 12, A.D., 2001

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing the execution of an Intergovernmental Agreement with the Village of Mettawa regarding water supply services to the Oasis Business Park; and request its adoption.

Respectfully submitted,

*Anna O Kelly*  
CHAIR

*Sandy Cole*  
CHAIR

VICE CHAIR

*[Signature]*  
VICE CHAIR

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

PUBLIC WORKS AND  
TRANSPORTATION COMMITTEE

FINANCIAL AND  
ADMINISTRATIVE COMMITTEE

VOICE VOTE

## RESOLUTION

WHEREAS, the County of Lake in 1998 entered into an Intergovernmental Agreement with the Village of Mettawa to provide sanitary sewer and water supply services to the Hamilton Partners office development; and

WHEREAS, the Village has approved the 15 lot Oasis Business Park development and wishes to have the parcel served by the County's public water system; and

WHEREAS, water service to the Oasis Business Park was not specifically included as part of the 1998 Intergovernmental Agreement; and

WHEREAS, a new Intergovernmental Agreement has been prepared that authorizes the County to provide water service to the Oasis Business Park; and

WHEREAS, execution of an Intergovernmental Agreement must be authorized by Resolution of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute the attached Intergovernmental Agreement with the Village of Mettawa regarding water supply services to the Oasis Business Park.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 12th day of June A.D., 2001.



INTERGOVERNMENTAL AGREEMENT REGARDING  
WATER SUPPLY SERVICES TO THE  
OASIS BUSINESS PARK

THIS AGREEMENT is dated this 11th day of July, 2001 and is made and entered into by and between the COUNTY OF LAKE, an Illinois unit of local government (the "County"), and the VILLAGE OF METTAWA, an Illinois home rule municipal corporation (the "Village"), and for and in consideration of the mutual covenants and conditions set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1: Recitals.** The Village and the County are authorized to enter into this Agreement pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, as well as the statutes of the State of Illinois.

**Section 2: Consent to Provide, and Limitation of County Obligations Regarding, Water Supply Services.**

(a) Notwithstanding any contract or agreement between the County and the Village, the Village hereby consents to the County entering into the corporate limits of the Village for the purpose of supplying water under a water supply services agreement with the owner of the 15-lot business park located along the east side of Bradley Road lying northerly of the Tri-State Tollway, which business park is situated on the real property legally described in Exhibit A attached hereto (the "Subject Property"), for the purposes of (i) providing potable water service to customers located within the Subject Property and (ii) setting forth the terms, conditions, and limitations of County water supply services to the Subject Property (the "Oasis Business Park Water Agreement").

(b) The County agrees that, if it enters into the Oasis Business Park Water Agreement, such agreement shall include a provision requiring the owner or owners' association of the Subject Property to repair, replace, and/or restore any streets, roads, rights-of-way, and/or other property of, or under the jurisdiction of, the Village that may be damaged in connection with the construction and/or installation of the water supply facilities required in connection with the Oasis Business Park Water Agreement (the "Oasis Business Park Water Facilities") to substantially the same or better condition that existed prior to such construction and/or installation. In addition, the County agrees that, in undertaking maintenance and/or repair of the Oasis Business Park Water Facilities, it shall repair, replace, and/or restore any streets, roads, rights-of-way, and/or other property of, or under the jurisdiction of, the Village that may be damaged in connection with such maintenance or repair of the Oasis Business Park Water Facilities to substantially the same or better condition that existed prior to such maintenance or repair work.

(c) The Village acknowledges and agrees that the County has been providing, and may continue to provide, water supply services to certain properties within the Village via the County's South Bradley Road Water Supply System, which system had previously been supplied with potable water from the City of Lake Forest but has since been receiving potable water as part of the Knollwood Water System of the Central Lake County Joint Action Water Agency ("CLCJAWA"). Such water supply service shall be provided in accordance with the ordinances adopted by the County from time to time relating to the use, operation, or management of the South Bradley Road Water Supply System, the water main extending south along Bradley Road to Illinois Route 60 (the "JAWA-Bradley Road Water Main Extension"), or any other water system to which it is tributary (the "County Ordinances").

(d) The Village acknowledges and agrees that the County shall have no obligation to provide water supply service to the Subject Property or within the Village except as may be set forth in, or authorized by, a written agreement between the County and the Village. In addition, the County shall not be required to enter into the Oasis Business Park Water Agreement except pursuant to terms satisfactory to the County and the owners of the Subject Property, including the requirement that the County obtain approval from CLCJAWA to serve the Subject Property from the JAWA-Bradley Road Water Main Extension.

(e) The County shall have the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be performed under the Oasis Business Park Water Agreement; provided, however, that nothing in this Agreement or the Oasis Business Park Water Agreement shall be construed to require the County to provide water supply service to any other property within the corporate limits of the Village. Furthermore, nothing in this Agreement shall be construed or interpreted to prevent or limit the County's right, or to require the Village's consent, to provide water supply services to customers outside the corporate limits of the Village on such terms and conditions as the County may, in its sole discretion, determine to be appropriate.

(f) The Village acknowledges and agrees that it shall not assert, contend, or claim, and that it shall disclaim any assertion, contention, or claim, in connection with this Agreement or in any matter relating to this Agreement, the Oasis Business Park Water Agreement, the JAWA-Bradley Road Water Main Extension, or the South Bradley Road Water Supply System, that: (i) the County acts or operates as a public or private utility; (ii) the County acts or operates in a business or proprietary capacity in providing water supply services pursuant to the authorizations in this Agreement or pursuant to the Oasis Business Park Water Agreement; (iii) the County, by this Agreement or by its performance pursuant to the Oasis Business Park Water Agreement, holds

itself out as offering to, or is under an obligation to, provide water supply service to any property or area other than the Subject Property; (iv) the County is under an obligation to provide water supply service to any property or area other than the Subject Property pursuant to this Agreement or the Oasis Business Park Water Agreement; or (v) the County has an obligation to provide water supply service to the Subject Property other than the contractual obligation set forth in the Oasis Business Park Water Agreement. In addition, the Village acknowledges and agrees that nothing in this Agreement shall create, or be construed or interpreted to create, any third party beneficiary rights.

**Section 3: Amendments.** Except as expressly provided otherwise in this Agreement, this Agreement shall not be amended, modified, changed, altered, or terminated without the written and duly authorized consent of the County and the Village.


**Section 4: Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this Agreement or in Exhibit A hereto that form any part of this Agreement or upon which any of the parties is relying in entering into this Agreement.

**Section 5: Execution of Duplicates.** This Agreement shall be executed in multiple duplicate originals, each of which shall be deemed an original of this Agreement.


**Section 6: No Joint Venture.** The parties agree that this Agreement does not constitute a joint venture of the County and the Village, and that the Village has no involvement in the provision of water supply services to the Subject Property other than the consent provided in this Agreement.

IN WITNESS WHEREOF, the County and the Village have set their hands and fixed their seals as of the date first written above.

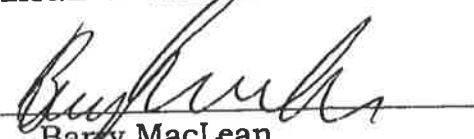
**COUNTY OF LAKE**

By:   
Suzi Schmidt  
County Board Chairwoman

ATTEST:

By:   
Willard Helander  
County Clerk

**VILLAGE OF METTAWA**

By:   
Barry MacLean  
Village President

ATTEST:

By:   
Village Clerk

**EXHIBIT A**

**Legal Description of the Subject Property**

The Oasis Business Center Subdivision, being a subdivision of the south  $\frac{1}{2}$  of the south  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  of Section 25, Township 44 North, Range 11 east of the Third Principal Meridian (except the north 8 rods of the west 40 rods thereof, and also except that part taken by the Northern Illinois Toll Road in Case No. 13960), in Lake County, Illinois.