

**NORTHERN LAKE COUNTY LAKE MICHIGAN
WATER PLANNING GROUP
THIRD AMENDMENT TO THE
FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**

This **THIRD AMENDMENT TO THE FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** is made as of April 1, 2013 (this "**Second Amendment**"), by and among The County of Lake, Illinois, a body politic and corporate (the "**County**"); the Lake County Public Water District, an Illinois unit of local government (the "**District**"); the Village of Antioch, an Illinois municipal corporation ("**Antioch**"); the Village of Fox Lake, an Illinois municipal corporation ("**Fox Lake**"); the Village of Lake Villa, an Illinois municipal corporation ("**Lake Villa**"); the Village of Lindenhurst, an Illinois municipal corporation ("**Lindenhurst**"); the Village of Wauconda, an Illinois municipal corporation ("**Wauconda**"); the Village of Lake Zurich, an Illinois municipal corporation ("**Lake Zurich**"); the Village of Volo, an Illinois municipal corporation ("**Volo**"); the Village of Hawthorn Woods, an Illinois municipal corporation ("**Hawthorn Woods**"); and the Village of Old Mill Creek, an Illinois municipal corporation ("**Old Mill Creek**") (individually, "**Party**" and collectively, the "**Parties**").

1. **Recitals.**

- A. In 2009, the Parties, other than Hawthorn Woods and Old Mill Creek, previously entered into the "Northern Lake County Lake Michigan Water Planning Group Memorandum of Understanding" (the "**Original Memorandum**").
- B. In 2011, the Parties, other than Hawthorn Woods, Lake Zurich and Old Mill Creek, entered into the "Northern Lake County Lake Michigan Water Planning Group Memorandum of Understanding" (the "**Amended Memorandum**").
- C. Since entering into the Amended Memorandum, the Parties, other than Hawthorn Woods, Lake Zurich and Old Mill Creek, have worked together on those matters described in the Amended Memorandum as the Phase 2 Work pertaining to the creation of a new Entity to provide Water Service for the Municipal Parties for parcels within their respective corporate limits, as modified from time to time; and for the County, which seeks to provide Water Service for certain service areas within the County commonly known as "**Grandwood Park**" and the "**County Northwest Region**" (which includes the Petite Lake, Fox Lake Hills, and Stanton Bay areas) and generally described in the Lake Michigan Water Feasibility Study, prepared for the Northern Lake County Lake Michigan Water Planning Group by Applied Technologies, Inc. dated November, 2007.
- D. In 2012, the Parties, other than Hawthorn Woods, Lake Zurich and Old Mill Creek, entered into the First Amendment to the Amended Memorandum ("**First Amendment**") to extend the Term of the Amended Memorandum to 31 December 2012 to continue the Phase 2 Work. During that extension, Antioch has withdrawn by written notice pursuant to Section 6.A of the Amended Memorandum.

- E. In 2013, the Parties, other than Antioch, Fox Lake, Hawthorn Woods, Lake Zurich, Old Mill Creek and Wauconda, entered into the Second Amendment to the Amended Memorandum ("***Second Amendment***") to extend the Term of the Amended Memorandum to 30 June 2013 and modify the scope of the Phase 2 Work. During that time, Fox Lake and Wauconda have withdrawn by written notice pursuant to Section 6.A of the Amended Memorandum.
- F. The Parties, other than Antioch, Fox Lake, Hawthorn Woods, Lake Zurich, Old Mill Creek and Wauconda, have determined that they desire to modify the process for management of budgets and expenses by the Coordinating Working Group and that they require additional time to continue the modified Phase 2 Work past the end of the Term of the Amended Memorandum, as extended by the Second Amendment, on 30 June 2013. The Parties, other than Antioch, Fox Lake, Hawthorn Woods, Lake County Public Water District, Lake Zurich, Old Mill Creek and Wauconda, have also determined that no additional financial contributions are required at this time.
- G. In order to provide sufficient time to continue the Phase 2 Work, the Parties, other than Antioch, Fox Lake, Hawthorn Woods, Lake Zurich, Old Mill Creek and Wauconda, are entering into this Third Amendment to amend and extend the Term of the Amended Memorandum through and including 31 December 2013.
2. **Amendment to Coordinating Working Group.** Section 2.H(1) of the Amended Memorandum is hereby amended to read as follows [additions are **bold and double underlined**; deletions are ~~overstruck~~]:
- (1) Coordinating Working Group: An advisory group comprised of ~~either~~ the Policy Advisory Working Group **or the Technical Advisory Working Group** and convened only for the following purposes: Review of periodic reports provided by the County pursuant to Subsection 2.D of this Memorandum; establishment of budget guidance for the provision of services that are part of the Phase 2 Work; and approval or ratification of expenditures for such services out of the Phase 2 Fund. **Any actions taken by the Technical Advisory Working Group under this Section shall be reported in writing to the Policy Advisory Working Group.**
3. **Amendment to Extend Term.** Section 5 of the Amended Memorandum is hereby amended to read as follows [additions are **bold and double underlined**; deletions are ~~overstruck~~]:
- 5. Term; Renewal; Execution.** The term of this Memorandum shall be through and including ~~30 June 2013~~ **31 December 2013** (the "***Term***"), commencing on the date that this Memorandum is executed. Prior to the end of the Term, a renewal term may be negotiated by the Parties upon terms and conditions as may be mutually acceptable. This

Memorandum and any amendments thereto may be executed in counterparts.

4. **Authority to Execute.** Each of the Parties represents that the persons executing this Third Amendment on behalf of such Party are duly authorized to do so.
5. **Defined Terms.** Capitalized terms not defined in this Third Amendment shall have the meanings ascribed to them in the Amended Memorandum and the First and Second Amendments.
6. **Limited Amendment.** This Third Amendment amends only Sections 2.H(1) and 5 of the Amended Memorandum. All other terms, conditions and provisions of the Amended Memorandum shall not be deemed to be amended or modified by this Third Amendment and shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, pursuant to proper authority duly granted, the Parties have set their hands and seals hereto on or before the date first stated above.

ATTEST:

The County of Lake, an Illinois body
politic and corporate

By: _____
Its: _____

By: _____
Its: _____

Contact Party for The County of Lake:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Antioch, an Illinois municipal
corporation

WITHDRAWN

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of
Antioch:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Fox Lake, an Illinois
municipal corporation

WITHDRAWN

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Fox
Lake:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Lake County Public Water District, an
Illinois unit of local government

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Lake County
Public Water District:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lake Villa, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Lake
Villa:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lindenhurst, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of
Lindenhurst:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Wauconda, an Illinois
municipal corporation

WITHDRAWN

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of
Wauconda:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Lake Zurich, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Lake
Zurich:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Volo, an Illinois municipal
corporation

By: _____
Its: _____

By: _____
Its: _____

Contact Party for the Village of Volo:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Hawthorn Woods, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of
Hawthorn Woods:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

ATTEST:

Village of Old Mill Creek, an Illinois
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

**Contact Party for the Village of Old
Mill Creek:**

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

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