

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

This **SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** is made as of January 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. The Parties, other than Antioch, Hawthorn Woods, Lake Zurich and Old Mill Creek, have determined that they desire to modify the scope of the Phase 2 Work 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 First Amendment, on 31 December 2012. The Parties, other than Antioch, Hawthorn Woods, Lake Zurich and Old Mill Creek, have also determined that no additional financial contributions are required at this time.
- F. In order to provide sufficient time to continue the Phase 2 Work, the Parties, other than Antioch, Hawthorn Woods, Lake Zurich and Old Mill Creek, are entering into this Second Amendment to amend and extend the Term of the Amended Memorandum through and including 30 June 2013.
2. **Amendment to Phase 2 Work.** Section 1.O of the Amended Memorandum is hereby amended to read as follows [additions are **bold and double underlined**; deletions are ~~overstruck~~]:
- O. Based on the assessment of alternative sources of Lake Michigan water as part of the Phase 2 Work, the Phase 2 Work may also include negotiation of the Entity-District Agreements **and/or agreements with another potential supplier of Water Service.**
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 ~~31 December 2012~~ **30 June 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 Second Amendment on behalf of such Party are duly authorized to do so.
5. **Defined Terms.** Capitalized terms not defined in this Second Amendment shall have the meanings ascribed to them in the Amended Memorandum and the First Amendment.
6. **Limited Amendment.** This Second Amendment amends only Sections 1.O 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 Second 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

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

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

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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