

SECOND AMENDMENT TO AGREEMENT FOR SEWER SERVICE

THIS SECOND AMENDMENT TO AGREEMENT FOR SEWER SERVICE (the "Second Amendment"), made and executed this 11th day of April, 2017, between the VILLAGE OF HAWTHORN WOODS, a municipal corporation located in Lake County, Illinois, hereinafter referred to as the "Village", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the County and the Village have entered into an Agreement for Sewer Service dated 10 July 1990 (hereinafter referred to as the "Agreement") as amended by the "First Amendment to Agreement for Sewer Service" dated July 13, 1998 (collectively, "Sewage Agreement"), under which the County has agreed to collect, transport, and treat sanitary sewage from certain areas within the Village to the County's Southeast Sewerage System; and

WHEREAS, the Sewage Agreement provides for the County to provide sewer service directly to certain property located within a defined service area of the Village and to own and maintain the sewer improvements to be used for collecting sewage from such service area; and

WHEREAS, the Village now desires to have the County provide direct sewer service to additional properties within the Village; and

WHEREAS, the County has determined that the expansion of its service area within the Village is feasible and consistent with the Lake County Framework Plan; and

WHEREAS, the County and the Village desire to amend the Sewage Agreement to provide for the expansion of the County's service area within the Village, within which service area the County will provide sewer services directly to certain properties in accordance with the Sewage Agreement and this Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

SECTION ONE: Recitals. The foregoing recital are, by this reference, fully incorporated into and made a part of this Second Amendment.

SECTION TWO: Amendment. Section 1 of the Sewage Agreement is hereby amended in its entirety, so that said Section 1 shall hereafter be and read as follows:

1. The County shall provide sewer service directly to the areas delineated in Exhibits A (the "South Service Area"), Exhibit B (the "North Service Area"), and Exhibit C (the "Route 22 Service Area") (the South Service Area, the North Service Area, and the Route 22 Service Area shall from time-to-time hereinafter be referred to collectively as the "Service Area"), which exhibits are attached hereto and by this reference made a part of hereof. The extent of the service to be provided by the County to the Service Area shall be subject to all applicable County

ordinances and the limits of available capacity as provided on a first come-first serve basis, as well as the following additional limitations:

- a. In the South Service Area, the County shall not be required to provide sewer service for more than 300 Population Equivalents ("P.E.") of sewage flow from commercial developments;
- b. In the North Service Area, the County shall not be required to provide sewer service to more than 63 detached single family dwellings with a total sewage flow of not more than 221 P.E., plus up to 154 P.E. of flow from commercial development; **and**
- c. **In the Route 22 Service Area, the County shall not be required to provide sewer service to more than 37 detached single family dwellings with a total sewage flow of not more than 129.5 P.E., plus up to 144 P.E. of flow from commercial development. The commercial development shall not include gasoline dispensing operations.**

During the term of this Agreement, the Village shall not construct or permit the construction of any alternative sewage disposal systems within the boundaries of the Service Area.

SECTION THREE: Expanded Service Area. A new exhibit, designated as Exhibit C to the Sewage Agreement (as amended by this Second Amendment) and depicting the Route 22 Service Area is hereby adopted as attached hereto and made a part of this Second Amendment to the Sewage Agreement.

SECTION FOUR: Continued Effect. Except as specifically amended herein, the Sewage Agreement shall remain in full force and effect **until its expiration date on 10 July 2020.**

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Sewer Service in three identical counterparts as of the day and year first written above.

VILLAGE OF HAWTHORN WOODS

COUNTY OF LAKE

By: _____
Village President

By: _____
Chairman, Lake County Board

ATTEST:

ATTEST:

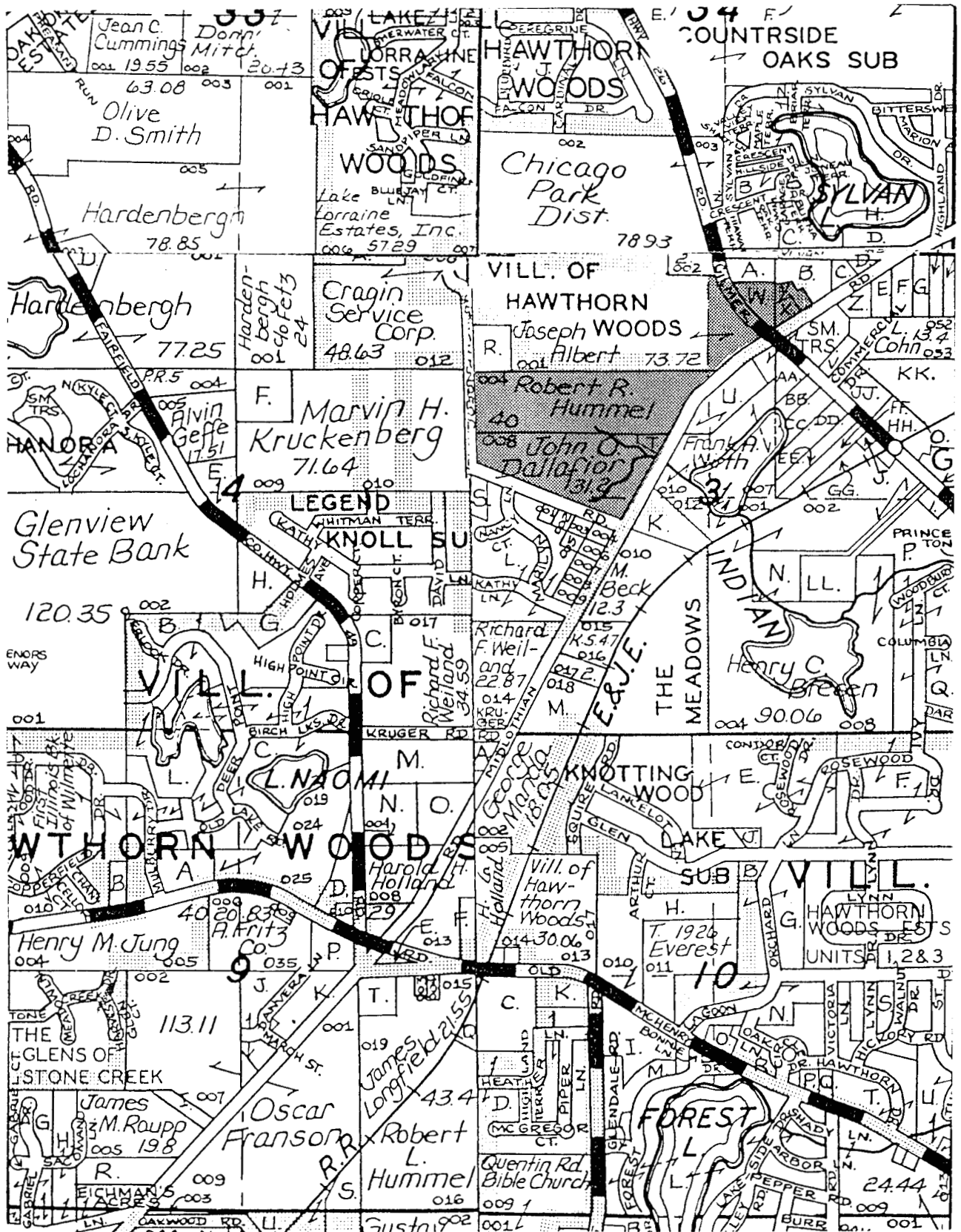
Village Clerk

County Clerk



HAWTHORN WOODS SEWER AGREEMENT SOUTH SERVICE AREA

EXHIBIT A



HAWTHORN WOODS SEWER AGREEMENT NORTH SERVICE AREA

EXHIBIT B

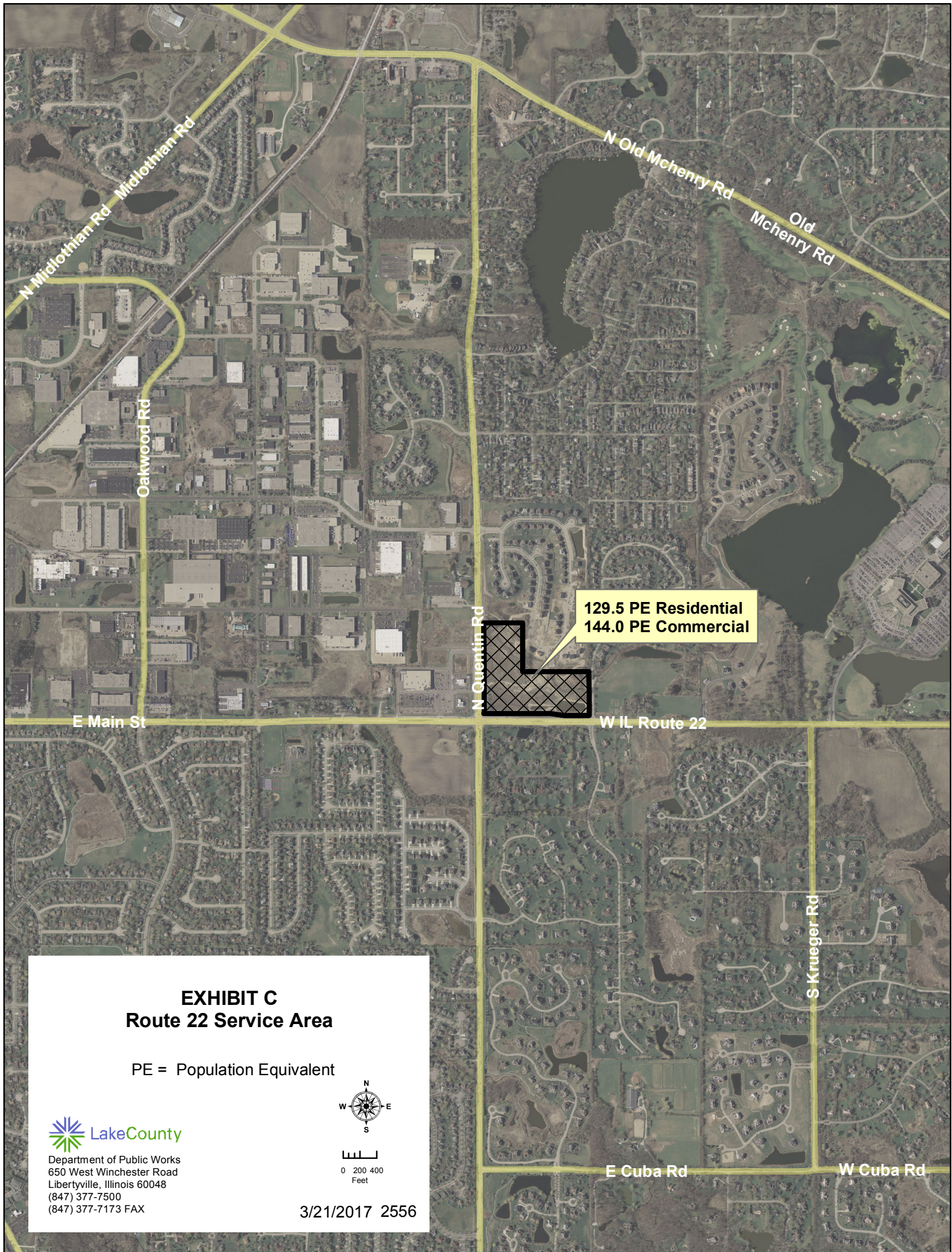


EXHIBIT C
Route 22 Service Area

PE = Population Equivalent



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(847) 377-7173 FAX



3/21/2017 2556