

**AGREEMENT FOR SALE AND TRANSFER
OF SANITARY SEWER FACILITIES BY AND BETWEEN
VILLAGE OF KILDEER TO COUNTY OF LAKE**

This Agreement for Sale and Transfer of Sanitary Sewer Facilities is entered into as of this ____ day of _____ 2014, by and between the Village of Kildeer (“**Village**”), and the County of Lake (“**County**”).

WHEREAS, the Village is located wholly within the County; and

WHEREAS, the County and the Village have the authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Section 5-15006 of the Counties Code, 55 ILCS 5/5-15006, Division 11-147 of the Illinois Municipal Code, and other statutory authority; and

WHEREAS, the Village owns, and holds certain real property interests, easements, permits, funds, receivables, agreements, and privileges, related to sanitary sewer facilities, including sanitary sewers, lift stations, connection facilities, and related facilities, as generally depicted on Exhibit 1 or identified in Exhibit 1-A attached hereto and made a part hereof (the "**Facilities**"); provided, however, that the Facilities shall not include any funds collected, set aside, or otherwise designated (the "**Earmarked Funds**") for payment of outstanding bonds of the Village relating to such Facilities (the "**Village Bonds**"); and

WHEREAS, the Village has determined that ownership of Facilities is no longer required by the Village and that the Facilities would better serve the public benefit if the Facilities were transferred to the County; and

WHEREAS, 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 the function of sewage disposal and has prepared a comprehensive plan for the disposal of sewage from areas of the County, including portions of the Southeast Lake Facilities Planning Area established pursuant to the Illinois Water Quality Management Plan, and has prepared plans and programs for providing such service and the related facilities; and

WHEREAS, pursuant to such plans and programs, the County has constructed, owns, and operates the Des Plaines River Wastewater Reclamation Facility and a system of interceptor sanitary sewers in the aforementioned facilities planning area to provide sanitary sewer service; and

WHEREAS, the County and the Village have entered into as of the date of this Agreement a certain "Agreement for Retail Sanitary Sewer Service to the Village of Kildeer" (the "**Service Agreement**"), which Service Agreement provides for the County to provide direct sanitary sewerage services to Customers within the Kildeer Retail Service Area (as defined in the Service Agreement); and

WHEREAS, the County wishes to acquire the Facilities (including all real property interests, easements, permits, funds, agreements, and privileges attendant or relating to the Facilities) held by the Village in furtherance of its provision of sanitary sewer services within the Southeast Lake Facilities Planning Area and the Kildeer Retail Service Area, as defined in the Service Agreement, and the County has declared by resolution that it is necessary or convenient to use such Facilities held by the Village; and

WHEREAS, as a precondition to the transfer of the Facilities as hereinafter provided and the Effective Date of Service as established in the Service Agreement, the Village shall be required to complete certain activities relating to the Facilities as hereinafter set forth;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the Village do hereby agree as follows:

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

Section 2. PURCHASE PRICE. In consideration of the County's promises and undertakings pursuant to the Service Agreement and the sum of TEN DOLLARS (\$10.00) to be paid by the County to the Village upon the Closing Date as provided in this Agreement, the Village shall convey to the County, and the County purchase from the Village, (i) the Facilities (including all Existing Access Rights and Existing Sewer Agreements, as those terms are hereinafter defined) as modified pursuant to this Agreement and (ii) all Village Sewer Funds (as hereinafter defined).

Section 3. BILL OF SALE. The Village shall sell, transfer, and convey to the County the Facilities and, upon execution of this Agreement, shall execute and deliver to the County a Bill of Sale effectuating same, which Bill of Sale shall be in substantially the form attached hereto as Exhibit 2 and made a part hereof. Notwithstanding the foregoing, the Village shall retain ownership of all Earmarked Funds, as well as full responsibility for the Village Bonds.

Section 4. TRANSFER.

A. Pre-Conditions to Transfer. Prior to the Closing Date (as defined in Section 4.B below), the Village shall be required to undertake and complete the following activities relating to the Facilities:

- i. Lake Zurich Re-Routing Agreement. Secure an agreement with the Village of Lake Zurich in a form satisfactory to the County to effect the redirection of all sewage that is currently tributary to the Lake Zurich trunk line so that such sewage shall be directly tributary to the County Southeast Sewerage System (as defined in the Service Agreement), all without cost to the County (the "**Re-Routing Project**"). Any such agreement with Lake Zurich must, as a condition thereof, provide that, upon completion of the Re-Routing Project, the County shall

have no obligation to deliver sewage from the Facilities to Lake Zurich or to pay Lake Zurich any amounts in connection with such sewage.

- ii. Re-Routing Project Design. Design, pursuant to plans and specifications acceptable to the County (which acceptance shall be in writing and in the reasonable discretion of the County's Director of Public Works), and secure all necessary permits, approvals, and easements or related property rights for the construction of any and all additional new Facilities and modifications to existing Facilities that may be necessary or convenient in connection with the Re-Routing Project, all without cost or expense to the County.
- iii. Maintenance of Facilities. From the date of this Agreement, the Village shall, without cost to the County, perform or cause to be performed all maintenance, repair, and replacement of the Facilities so that the Facilities shall be in good working order as of the Closing Date.
- iv. Certification of Village Bonds, Earmarked Funds, and Accounts Receivable. Within 45 days prior to the Closing Date, the Village is required to deliver to the County a certification from its auditors confirming the amount of any outstanding Village Bonds, the amount of any Earmarked Funds, the identification of the account number(s) in which the Earmarked Funds are maintained, and the amount of any Accounts Receivable (as hereinafter defined).

B. Closing. The County will assume control of all Facilities, and ownership of all Facilities, on a mutually acceptable date within 30 days after the Village satisfies the pre-conditions to transfer as set forth in Section 4.A of this Agreement (the "**Closing Date**"). In the event Existing Access Rights, New Easements (as hereinafter defined), and Existing Sewer Agreement, have not been fully and lawfully assigned by the Closing Date, the County may defer the transfer of the affected Facilities until such assignment has occurred; provided however that upon the Closing Date, the County shall be deemed to have all rights necessary for the operation, maintenance, and repair of the Facilities, based upon the Village's warranties and representations, and subject to the Village's continuing obligations under this Agreement to ensure the efficacy of the County's rights and authority under Existing Access Rights, New Easements, and Existing Sewer Agreement.

C. Conditions Subsequent to Transfer. Following the Closing Date, the Village and County shall be required to undertake and complete the following activities relating to the Facilities:

- i. Bidding and Construction of the Re-Routing Project. Following the Closing Date, the County shall solicit bids and administer and oversee the construction of the Re-Routing Project. The County shall pay for all costs and expenses relating to or arising from the Re-Routing Project (including without limitation construction, engineering, permitting, administration, legal, and other reasonable and necessary costs and expenses) using the Village Sewer Funds. In the event that the Village Sewer Funds are insufficient to pay for all costs and expenses associated with the

Re-Routing Project, the County agrees to complete the Re-Routing Project; provided further that, to the extent that the costs and expenses associated with the Re-Routing Project exceed the available Village Sewer Fund (the "**Excess Re-Routing Costs**"), the Village shall impose upon the customers utilizing the Kildeer Retail Sewage Collection Facilities (as defined in the Service Agreement) a special Village sewer user fee in an amount sufficient to reimburse the County for the full amount of the Excess Re-Routing Costs no later than three (3) years after the completion of the Re-Routing Project (the "**Village Excess Re-Routing Costs Surcharge**"), subject to Section 4.C.iv below. The County agrees to provide billing and collection services for the Village in connection with the imposition of any Village Excess Re-Routing Costs Surcharge.

- ii. Relocation of Quentin Road Sewer. The County shall undertake all design, permitting, approval, bidding, administration, and construction work relating to or arising from the re-location of the 8-inch force main currently located along the east side of Quentin Road between East and West Cuba Roads (the "**Quentin Re-Location Project**"). Such re-location shall conform to plans approved by the Lake County Division of Transportation. The Village shall be financially responsible for all costs and expenses relating to Quentin Road Re-Location Project (including without limitation construction, engineering, permitting, administration, legal, and other reasonable and necessary costs and expenses)(the "**Re-Location Project Costs**"), and the County shall utilize Village Sewer Funds remaining after the completion of the Re-Routing Project (if any) to defray the Re-Location Project Costs.
 - a. To the extent that new or additional easements are required to effect Quentin Road Re-Location Project, the Village shall be responsible for securing such easements in a form acceptable to the County and without cost to the County.
 - b. The County and the Village shall cooperate to seek and obtain federal funds that might be available to defray a portion of the Re-Location Project Costs; provided, however, that the County shall not be required to incur any third-party expenses in connection with the attempt to secure federal funds except to the extent that such third-party expenses are included as part of the Re-Location Project Costs.
 - c. To the extent that the Village Sewer Funds are insufficient to pay for all Re-Location Project Costs, the County agrees to complete the Quentin Road Re-Location Project; provided further that, to the extent that the Re-Location Project Costs exceed the available Village Sewer Funds (the "**Excess Re-Location Costs**"), the Village shall impose upon the customers utilizing the Kildeer Retail Sewage Collection Facilities (as defined in the Service Agreement) a special Village sewer user fee in an amount sufficient to reimburse the County for the full amount of the Excess Re-Location Costs no later than three (3) years after the

completion of the Quentin Road Re-Location Project (the "***Village Excess Re-Location Costs Surcharge***"), subject to Section 4.C.iv below. The County agrees to provide billing and collection services for the Village in connection with the imposition of any Village Excess Re-Location Costs Surcharge.

- iii. Reimbursement Obligation. In the event that, for any reason, the Village Excess Re-Routing Costs Surcharge or the Village Excess Re-Location Costs Surcharge do not generate sufficient revenue to reimburse the County fully for the Excess Re-Routing Costs or the Excess Re-Location Costs within the time periods set forth in this Section 4.C.i and 4.C.ii, the Village shall be required to pay the County within 180 days after written notice from the County any shortfall between either:
- A. Excess Re-Routing Costs and the revenues received by the County from the Village Excess Re-Routing Costs Surcharge;
 - B. Excess Re-Location Costs and the revenues received by the County from the Village Excess Re-Location Costs Surcharge; or
 - C. Both A and B above,

which notice shall include appropriate documentation of such shortfall.

- iv. Imposition of Surcharge. The Village's obligation to impose a Village Excess Re-Routing Costs Surcharge or a Village Excess Re-Location Costs Surcharge shall commence as follows:
- A. Village Excess Re-Routing Costs Surcharge: Upon the County's execution of a contract for the Re-Routing Project, the Parties shall determine the anticipated costs of the Re-Routing Project and the moneys available in the Village Sewer Funds. If the parties determine that there are not sufficient moneys in the Village Sewer Funds to pay all costs relating to the Re-Routing Project, then the Parties shall determine the estimated Excess Re-Routing Costs and the Village shall begin imposing a Village Excess Re-Routing Costs Surcharge at a rate that will collect the full amount of the estimated Excess Re-Routing Costs within three (3) years after the execution of a contract for the Re-Routing Project.
 - B. Village Excess Re-Location Costs Surcharge: Upon the County's execution of a contract for the Re-Location Project, the Parties shall determine the anticipated costs of the Re-Location Project and the moneys available in the Village Sewer Funds. If the parties determine that there are not sufficient moneys in the Village Sewer Funds to pay all costs relating to the Re-Location Project,

then the Parties shall determine the estimated Excess Re-Location Costs and the Village shall (unless otherwise agreed in writing between the Village and the County) begin imposing a Village Excess Re-Location Costs Surcharge at a rate that will collect the full amount of the estimated Excess Re-Location Costs within three (3) years after the execution of a contract for the Re-Location Project.

Nothing in this Subsection 4.C.iv shall limit the Village's obligation to reimburse the County for the full amount of any Excess Re-Routing Costs and Excess Re-Location Costs as set forth in Section 4.C.iii.

Section 5. RELOCATION. Following the Closing, should relocation of any Facilities be necessary due to road maintenance, repair, or relocation (other than the Quentin Road Re-Location Project), the County has the authority to impose a special connection fee or special user fee to users benefitting from the relocated facilities (a "**Relocation Fee**"). Furthermore, the Village hereby consents to the establishment of any County special service area associated with the relocation of any Facilities (now or in the future), should the County choose to fund the relocation through a Special Service Area rather than a Relocation Fee.

Section 6. ACCOUNTS. The Village represents that, exclusive of the Earmarked Funds, it currently (a) holds funds related to the provision of Sanitary Sewer Service in the accounts and amounts set forth in Exhibit 1-A attached hereto (the "**Accounts Balance**"), subject to certification as provided in Section and (b) has an interest in certain fees and charges related to the provision of Sanitary Sewer Service that are due to, or may become due prior to the Closing Date, but have not yet been collected by the Village ("**Accounts Receivable**")(collectively, the Account Balance and the Accounts Receivable are referred to as the "**Village Sewer Funds**"). The County acknowledges and agrees that the Village may use any or all parts of the Village Sewer Funds to satisfy its obligations under Section 4.A of this Agreement. At the Closing Date, the Village will assign all then-existing Village Sewer Funds to the County as consideration for the County's agreement to take control of the operation of the Facilities, and the County agrees to hold the Village Sewer Funds for the purposes of either satisfying the Village's obligations under Section 4.C of this Agreement or otherwise maintaining the Facilities.

Section 7. RIGHTS.

A. Access Rights. The Village represents (and will re-confirm such representation as of the Closing Date) that it possesses all rights, licenses, titles, and/or easements necessary to access, operate, maintain, and repair the Facilities (including the Facilities to be constructed or modified pursuant to Section 4 of this Agreement) in perpetuity (the "**Existing Access Rights**"). The Village further represents that it has taken all necessary steps and received all necessary approvals to transfer, assign, or convey the Existing Access Rights to the County. As of the Closing Date, the Village shall transfer, assign, and convey to the County the all Existing Access Rights pursuant to conveyance documents acceptable to the County.

B. Grant of Easements. To the extent that any of the Facilities are currently located on, upon, within, through, under, across, or in any Village right-of-way or property, at the Closing Date the Village shall grant and convey easements to the County (the "***New Easements***"), which New Easements shall be granted in a form acceptable to the County and, upon such grant, shall be deemed part of the Existing Access Rights for purposes of this Agreement.

C. Existing Sewer Agreements. The Village represents (and will re-confirm such representation as of the Closing Date) that it currently has certain agreements (including recapture agreements) in place regarding Sanitary Sewer Service with other entities that are identified in Exhibit 3 attached hereto and made a part hereof ("***Existing Sewer Agreements***"). To the extent that any Existing Sewer Agreements include responsibilities of the Village to collect recapture amounts, the Village shall be and remain responsible for the collection of any such recapture amounts through and after the Closing Date. The Village further represents that, as of the Closing Date, it will have taken all necessary steps and received all necessary approvals to transfer, assign, or convey the Existing Sewer Agreements to the County. On the Closing Date, the Village agrees that it will transfer, assign, and convey to the County the all Existing Sewer Agreements and the rights and responsibilities, current and future, granted therein. To the extent it is determined that any Existing Sewer Agreements have not been fully and effectively assigned, the Village will in the future deliver any and all funds received in connection with such Existing Sewer Agreements to the County within 30 days after the Village's receipt thereof, and the Village further agrees to take all actions necessary thereafter to effect such assignments without cost or expense to the County.

D. No Outstanding Fees or Notices. The Village represents (and will re-confirm such representation as of the Closing Date) that it currently has no fees, charges, or accounts payable due and owing with respect to the Facilities, and that the Village has received no notice of violations with respect to the facilities that have not been cured.

E. Future Cooperation. In the event that any Existing Access Rights, New Easements, or Existing Sewer Agreements are identified after the Closing Date that have not been fully and effectively transferred, assigned, or conveyed to the County, the Village agrees that it will, within 45 days after a written request from the County, execute and deliver to the County (i) an assignment of any Existing Access Right or Existing Sewer Agreement identified after the Closing Date, and (ii) any New Easement identified, all without cost or expense to the County.

Section 8. ASSIGNMENT OF PERMITS AND PRIVILEGES; FURTHER COOPERATION; INDEMNIFICATION.

A. Assignment. On or prior to the Closing Date, the Village, to the extent the Village has the right or authority, shall execute all documents and take all actions necessary to effectuate the assignment or transfer of any and all permits, approvals, rights, interests, and privileges concerning the location, ownership, or operation of the Facilities to the County, including but not limited to taking all such actions necessary to assign any permits, approvals,

rights, interests, and privileges relating to the Facilities issued to the Village by the Illinois Department of Transportation, the Illinois Environmental Protection Agency, or any other entity.

B. Cooperation. The Village agrees to cooperate with the County in the future and to execute and deliver to the County such documents or provide such written confirmations as the County may reasonably request to further effectuate this Agreement.

C. Hold Harmless; Indemnification. In the event that the County faces any suits, actions, claims, liabilities, damages, or judgments (collectively, "**Claims**") arising from (i) any assignment or purported assignment by the Village of any permits, approvals, rights, interests, and privileges relating to the Facilities (including without limitation Claims associated with the validity of Existing Access Rights, New Easements, or the Village's performance under any Existing Sewer Agreements prior to the latter of the Closing Date or the identification and assignment of such agreement to the County), or (ii) any act or omission by the Village of its obligations under this Agreement, the Village agrees to hold harmless, indemnify, and defend the County with respect to any and all such Claims.

Section 9. VILLAGE REPRESENTATIONS. The Village represents (and will re-confirm such representation as of the Closing Date) that (i) it is the lawful owner of and has the legal and property rights and interests to operate (including all required permits, approvals, easements, agreements, and privileges attendant or related to the Facilities) and to transfer the Facilities, (ii) it lawfully holds the easements and other rights being conveyed herein (including without limitation the Existing Access Rights and New Easements), (iii) it has not done anything whereby the Facilities or easements hereby conveyed are, or may be, in any manner encumbered or charged, except as recited herein, (iv) the Village possesses the lawful authority to assign, grant, and/or convey any and all Existing Access Rights and Existing Sewer Agreements, and (v) it has not been notified of any breach or default on its part of any of the Existing Sewer Agreements and it has provided to the County full and complete copies of all such Existing Sewer Agreements. This Agreement is for the sale and purchase of the Facilities and assignment, grant, or conveyance of Existing Access Rights and New Easements and the assignment or transfer of any and all permits, approvals and privileges (including the Village Sewer Funds). The Village further represents that prior to the Closing Date it shall repeal Resolution 81-R-6 regarding Special Service Area 2.

Section 10. COUNTY REPRESENTATION. The County represents (and will re-confirm such representation as of the Closing Date) that the County will abide by all easements, permits, approvals and privileges that are being transferred to the County by the Village.

Section 11. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger, or by overnight mail to the address set forth below with notice being deemed given the next business day after deposit with the carrier, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communication to the County:

Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60048
Attn: Director of Public Works

with a copy to:

Lake County State's Attorney
18 North County Street
Waukegan, IL 60085
Attn: Chief Deputy, Civil

For notices and communication to the Village:

Village of Kildeer
21911 Quentin Road
Kildeer, Illinois 60047
Attn: Village Manager

With a copy to:

Bryan Winter, Esquire
Fuqua, Winter & Stiles, Ltd.
9 N County St Ste 200
Waukegan, IL 60085-8104

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the addressees or addresses or both for all future notices and communication to such party, but no notice of a change of address shall be effective until actually received.

Section 12. EXECUTION IN COUNTERPARTS. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, taken together, constitute the Agreement.

[Signature pages to follow.]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have unto set their hands and seals this ____ day of _____, 2014.

COUNTY OF LAKE

VILLAGE OF KILDEER

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT 1
FACILITIES

EXHIBIT 1-A

LIST OF VILLAGE SEWER FUNDS

EXHIBIT 2

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT VILLAGE OF KILDEER, a municipality created pursuant to state law (“Grantor”), in consideration of Ten Dollars and 00/100 (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree, bargain, sell and deliver unto COUNTY OF LAKE (“Grantee”), the following goods and chattels, as well as all accounts, rights, title, and interest in land appurtenant, and any and all intangible property rights and interests that may be associated with:

- 797 RCE SEWER CUSTOMERS
- 89179 FEET OF SANITARY SEWER
- 18744 FEET OF FORCEMAIN
- 441 MANHOLES
- 7 SEWAGE LIFT STATIONS
- 1 GENERATOR

(the “Goods and Chattels”).

TO HAVE AND TO HOLD the said Goods and Chattels unto the said, and its successors and assigns, to their own proper use and benefit forever.

Grantor represents and warrants itself to be the true and lawful owner of said Goods and Chattels, it has full power, good right and lawful authority to dispose of said Goods and Chattels, in manner as aforesaid, and that it will and its successors and assigns shall WARRANT AND DEFEND that said bargained property unto the said COUNTY OF LAKE, and its successors and assigns, from and against the lawful claim and demands of all persons.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have unto set their hands and seals this ____ day of _____, 2014.

COUNTY OF LAKE

VILLAGE OF KILDEER

By: _____
Its: _____

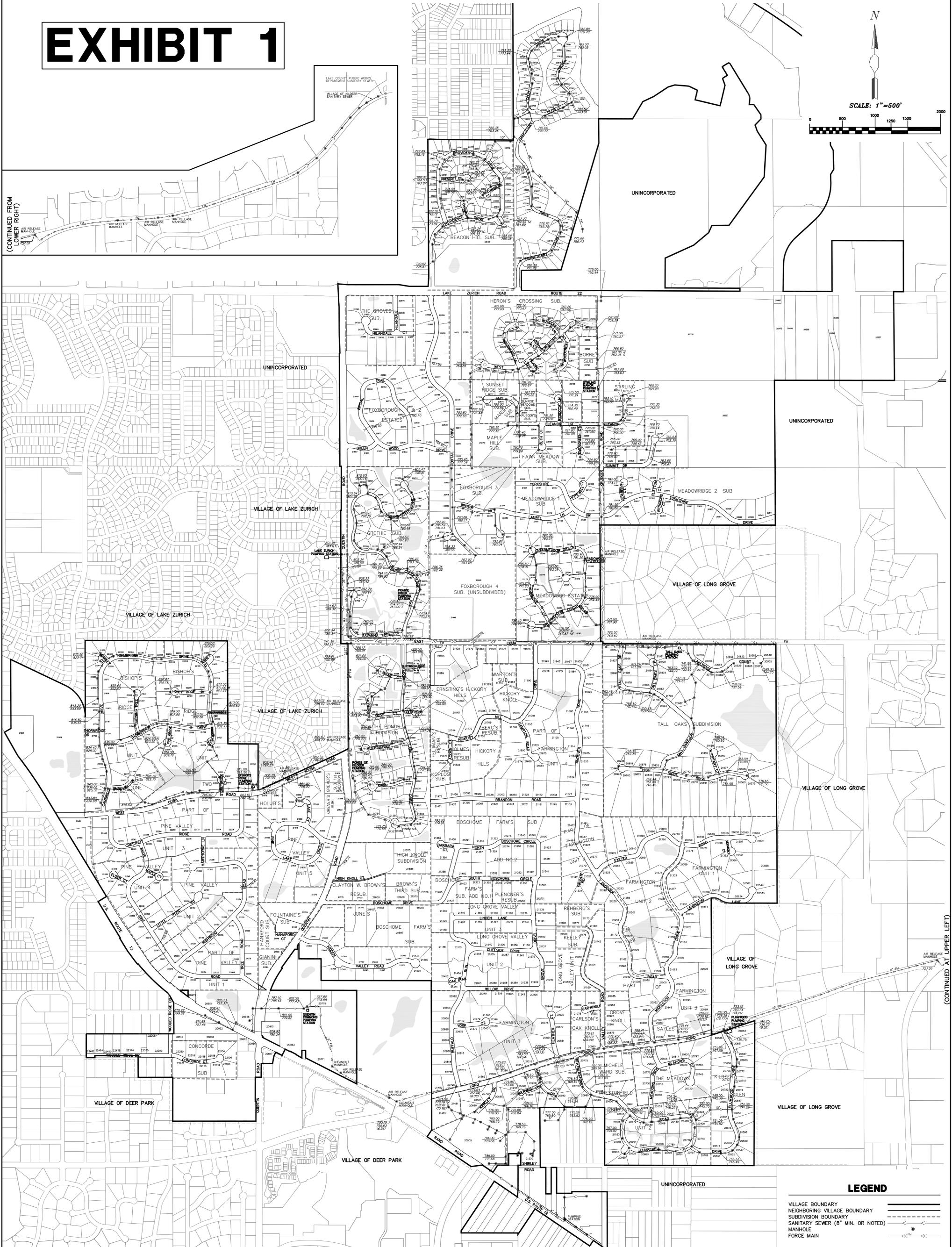
By: _____
Its: _____

EXHIBIT 3

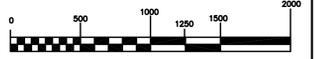
Existing Sewer Agreements

VILLAGE OF KILDEER

EXHIBIT 1



SCALE: 1"=500'



CONTINUED FROM LOWER RIGHT

CONTINUED AT UPPER LEFT

LEGEND

- VILLAGE BOUNDARY
- NEIGHBORING VILLAGE BOUNDARY
- SUBDIVISION BOUNDARY
- SANITARY SEWER (8" MIN. OR NOTED)
- MANHOLE
- FORCE MAIN

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS

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SANITARY SEWER ATLAS MAP

VILLAGE OF KILDEER, ILLINOIS

PROJECT NO. 8550.000	DRAWN BY: GLP	SHEET NO. 1
SCALE: 1"=500'	DATE: 2/07/12	OF 1 SHEETS
	CHECKED BY: MTS	DWG-FILE-NAME: KILDEER-SAN-ATLAS-2012
	DATE: 2/07/12	

2	GLP	3/08/12	ADDED ADDRESSES
1	GLP	2/10/12	ADDED RIMS AND INVERTS
NO.	BY	DATE	REVISION

850 Forest Edge Drive Vernon Hills, IL 60061 Tel. 847.478.9700 Fax 847.478.9701

Exhibit 1-A

Funds are to be used on construction

Fund #	Fund Title	District	Balance
61-00-2620	Committed Sinking Fund	North	\$150,000.00
61-00-2910	Unassigned Fund Balance	North	\$171,626.22
62-00-2620	Committed Sinking Fund	Central	\$ 82,512.82
62-00-2910	Unassigned Fund Balance	Central	\$106,387.44
63-00-2620	Committed Sinking Fund	South	\$100,000.00
63-00-2910	Unassigned Fund Balance	South	\$325,757.59
		Sub Total	\$936,284.07

Fund collected for future rights to connect to sewer system

Fund #	Fund Title	District	Balance
62-00-2650	Restricted Sewer Escrow	Central	\$ 68,400.00

Grand Total	\$1,004,684.07
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STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

CERTIFICATE

I, KATHLEEN JOHNSON, certify that I am the duly elected Village Clerk of the Village of Lake Zurich, Lake County, Illinois.

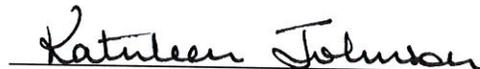
I DO HEREBY CERTIFY that as such Village Clerk I am keeper of Ordinances, Resolutions, Minutes, Entries, Orders, Books, Papers, Records and Seal of said Village.

I DO HEREBY CERTIFY that the attached is a true and correct copy of:

Ordinance No. 2013-11-930

**An Ordinance Authorizing Amendments to Sewer Connection Agreements
(Letter Agreement Village of Lake Zurich – Village of Kildeer, 1990)**

WITNESS my Hand and Corporate Seal of said Village of Lake Zurich, Illinois, this 18 day of November, 2013.


Kathleen Johnson
Village Clerk

(SEAL)



**ORDINANCE AUTHORIZING AMENDMENTS TO SEWER
CONNECTION AGREEMENTS**

(Letter Agreement Village of Lake Zurich-Village of Kildeer (1990))

ORDINANCE NO. 2013-11- 930

WHEREAS, the Corporate Authorities of the Village of Lake Zurich, Lake County, Illinois ("Lake Zurich") have reviewed and are proposing an amendment to the existing letter agreement between the Corporate Authorities of Village of Kildeer, Lake County, Illinois ("Kildeer") and Lake Zurich, executed in 1990, authorizing connection to and use of a certain sanitary sewer line in the Lake Zurich by Kildeer, a true and correct copy of said letter agreement attached hereto and made a part hereof as *EXHIBIT 1* ("LETTER AGREEMENT"); and

WHEREAS, to establish the terms and conditions for the construction and maintenance of the portion of the sanitary sewer line addressed by the LETTER AGREEMENT, Lake Zurich and Kildeer entered into an Intergovernmental Agreement Between the Village of Lake Zurich and the Village of Kildeer Granting an Easement, dated July 1, 1991, , a true and correct copy of said easement agreement attached hereto and made a part hereof as *EXHIBIT 2* ("EASEMENT AGREEMENT");

WHEREAS, both Lake Zurich and Kildeer have determined that it is in the best interests of both Villages that said LETTER AGREEMENT be amended to provide for proper notification to the Village of Lake Zurich of the modification and discontinuation of the Kildeer sewer Connection, as set forth in the attached amendment to the LETTER AGREEMENT, a true and correct copy of said amendment to the LETTER AGREEMENT attached hereto and made a part hereof as *EXHIBIT 3* ("LETTER AMENDMENT");

WHEREAS, Lake Zurich has also reviewed the existing EASEMENT AGREEMENT and is proposing changes to the EASEMENT AGREEMENT in furtherance of the proper discontinuation referenced above and to facilitate cooperation between Lake Zurich and Kildeer regarding ongoing maintenance, construction and improvements of the portion of the sewer line within the easement, as set forth in the attached amendment to the EASEMENT AGREEMENT, a true and correct copy of said amendment to the EASEMENT AGREEMENT attached hereto and made a part hereof as *EXHIBIT 4* ("EASEMENT AMENDMENT");

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Lake Zurich, Illinois, as follows:

SECTION 1: LETTER AMENDMENT. This President and Board of Trustees of the Village of Lake Zurich hereby find that it is in the best interests of the Village of Lake Zurich and its residents that the aforesaid "AMENDMENT " be entered into and executed by said Village of Lake Zurich, with the Village of Kildeer, with said LETTER AMENDMENT to be substantially in the form attached hereto and made a part hereof as EXHIBIT 3.

SECTION 2: EASEMENT AMENDMENT. This President and Board of Trustees of the Village of Lake Zurich hereby find that it is in the best interests of the Village of Lake Zurich and its residents that the aforesaid "EASMENT AMENDMENT" be entered into and executed by said Village of Lake Zurich, with the Village of Kildeer, with said EASEMENT AMENDMENT to be substantially in the form attached hereto and made a part hereof as EXHIBIT 4.

The President and Clerk of the Village of Lake Zurich, Lake County, Illinois, are hereby authorized to execute for and on behalf of said Village of Lake Zurich the aforesaid LETTER AMENDMENT and EASEMENT AMENDMENT, and to take such further actions as may be needed to complete or implement either of said AMENDMENTS.

SECTION 3:

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4:

This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 18th day of November, 2013.

Ayes: 5 Trustees Beaudoin, Haley, Laewes, Sprewska, Stanovich.
Nays: 0
Absent: 1 Trustee Rzeznik.
Abstain: 0

APPROVED this 18th day of November, 2013.

ATTEST:

Kathleen Johnson
Village Clerk
Kathleen Johnson



Tom Poynton
Mayor Tom Poynton

Published: _____

**Ordinance No. 13-O-016
EXHIBIT 3**

LETTER AMENDMENT

**Amendment to Letter Agreement for
Sewer connection Between the
Village of Kildeer and the Village of Lake Zurich**

This Amendment to Letter Agreement for Sewer Connections is made as of 11,
18, 2013 between the Village of Kildeer and the Village of Lake Zurich with reference to the following facts:

WHEREAS, the Village of Lake Zurich and the Village of Kildeer entered into a Letter Agreement dated January 3, 1990 (“AGREEMENT”), which permitted certain sanitary sewer connections between the sanitary sewer systems of the Villages; and

WHEREAS, The Village of Kildeer is reviewing possible upgrades and/or modifications to its sanitary sewer system and disconnection from the Village of Lake Zurich sewer system; and

WHEREAS, it is in the interest of both parties to provide for notification procedures, should the Village of Kildeer modify its sanitary system and discontinue the use of sanitary sewer connections with the Village of Lake Zurich.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable considerations the parties agree to Amend the AGREEMENT by adding Paragraph 9 to the AGREEMENT as follows:

PARAGRAPH 9 – DISCONNECTION AND NOTICE PROCEDURES

In the event the Village of Kildeer discontinues the use of the interconnections to the sanitary system of the Village of Lake Zurich, it is agreed by and between the parties:

(a) The Village of Kildeer shall provide written notice to the Village of Lake Zurich no later than 6 months prior to the initiation of disconnection tasks and then to notify the Village of Lake Zurich of the actual time and date of the disconnection work and to allow Lake Zurich to review and provide any input regarding the proper completion of the disconnection project and work by which the Connection is rendered inoperable, to confirm that there is no material adverse impact on the continued operation and maintenance of the Lake Zurich Trunk Sewer. The Village of Kildeer agrees to consider and reasonably address any such input or comments from the Village of Lake Zurich.

(b) That upon the completion of disconnection activities, the terms and conditions of the Letter Agreement shall be complete and the Letter Agreement shall automatically terminate.

(c) That the Village of Kildeer agrees to obtain any Lake County or other applicable

governmental entities' approval, as may be needed, for the completion of such work.

IN WITNESS WHEREOF, the Villages have set their hands and affixed their seals on the 18 day of November, 2013.

VILLAGE OF KILDEER

By: *Sharon P. Black*
Village President

ATTEST:

By: *Kendra Nichols*
DEPUTY Village Clerk

VILLAGE OF LAKE ZURICH

By: *Jim Paynton*
Mayor

ATTEST:

By: *Kathleen Johnson*
Village Clerk

Ordinance No. 13-O-016
EXHIBIT 4

EASEMENT AMENDMENT

**Amendment to Intergovernmental Agreement Between
The Village of Lake Zurich and The Village of Kildeer Granting An Easement**

This Amendment to Intergovernmental Agreement Between The Village of Lake Zurich and The Village of Kildeer Granting An Easement is made as of 11, 18, 2013 between the Village of Kildeer and the Village of Lake Zurich based on and with reference to the following facts:

WHEREAS, the Village of Lake Zurich and the Village of Kildeer entered into an Intergovernmental Agreement Between The Village of Lake Zurich and The Village of Kildeer Granting An Easement, dated July 1, 1991, establishing the terms and conditions for the construction and maintenance of the sewage transmission main identified therein, pursuant to the terms of that agreement (“AGREEMENT”); and

WHEREAS, The Village of Kildeer is reviewing possible upgrades and/or modifications to its sanitary sewer system and disconnection from this portion of the Village of Lake Zurich sewer system; and

WHEREAS, it is in the best interests of both Villages and in furtherance of the goal of intergovernmental support and cooperation to act to clarify the provisions of the AGREEMENT and to facilitate the proper future construction, maintenance and repair of this portion of the municipal sewer system by Lake Zurich.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable considerations the parties agree to amend the following Sections and provisions of the AGREEMENT, as follows:

SECTION 1: That the Village of Kildeer agrees to grant and approve (or regrant/reapprove), subject to its prior review and approval, the perpetual 20 foot-wide sewer easement previously intended and provided for in SECTION 2 of the AGREEMENT, and the inclusion of temporary construction easement rights, as may be needed by the Village of Lake Zurich from time to time, to clarify and adequately describe the actual easement area and rights involved and needed for the proper operation of these sewer facilities. The parties agree that the easement grant will include the current rights as well as the ongoing right to maintain proper sewer facilities to address Village needs, including the right to maintain, repair, improve, replace and construct proper sewer facilities. The Village of Lake Zurich agrees to prepare the easement grant documentation. The Village of Kildeer agrees to cooperate in good-faith with the efforts of the Village of Lake Zurich to draft an accurate easement grant for these purposes. Following the preparation of this sewer easement grant, and approval by the Village of Kildeer, the Village of Lake Zurich shall record the easement document.

SECTION 2: That SECTION 3 of the AGREEMENT, subsection F entitled “Repaving After Subsequent Repairs”, be and is hereby amended by deleting the following language in the

subsection "... which shall extend across the entire pavement width...". SECTION 3, is further amended at subsection M by replacing the following language in the subsection "... July 1, 1988 ..." with the language "... as amended from time to time ...".

SECTION 3: That SECTION 4 of the AGREEMENT be and is hereby amended to add the following two sentences at the end of the current SECTION: "Permit approval shall not be unreasonably withheld. For emergency repairs, if inconsistent with public health and safety, the Village of Lake Zurich is authorized to proceed without a prior permit, provided the Village shall make application for such permit as soon as possible."

SECTION 4: That to the extent these changes are inconsistent or in conflict with any other provisions in the AGREEMENT, the changes and rights set forth herein shall prevail.

IN WITNESS WHEREOF, the Villages have set their hands and affixed their seals on the 18 day of November, 2013.

VILLAGE OF KILDEER

By: *Sharon O. Black*
Village President

ATTEST:

By: *Kendra Nichols*
DEPUTY Village Clerk

VILLAGE OF LAKE ZURICH

By: *Jim Payton*
Mayor

ATTEST:

By: *Kathleen Johnson*
Village Clerk

June 21, 1991

EXHIBIT 2 INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER GRANTING AN EASEMENT

THIS EASEMENT AGREEMENT, made and entered into this 1st day of July, 1991, by and between the VILLAGE OF LAKE ZURICH, a municipal corporation created and existing under the laws of the State of Illinois, ("Lake Zurich") and the VILLAGE OF KILDEER, a municipal corporation created and existing under the laws of the State of Illinois ("Kildeer"),

W I T N E S S E T H:

WHEREAS, Lake Zurich is constructing a sanitary sewage transmission main from its sewage collection system to the County of Lake's Des Plaines River Wastewater Treatment Plant, a portion of which sewage transmission main, and related structures and appurtenances, will lie in the Cuba Road right-of-way located within the municipal limits of Kildeer; and

WHEREAS, Lake Zurich has redesigned a substantial portion of the sewage transmission main within the Cuba Road right-of-way, which had been designed as a gravity sewer, to be a force main, thereby allowing a shallower depth of installation, a smaller pipe diameter, and, consequently, a substantially reduced impact on Cuba Road and its environs during construction; and

June 21, 1991

WHEREAS, Kildeer and Lake Zurich desire to establish terms and conditions for the construction and maintenance of said portion of the sewage transmission main, in accordance with the terms of the letter agreement between them dated January 3, 1990, and in an effort to ensure the health and safety of Kildeer residents affected by the project and to protect the Cuba Road environment from adverse impact from the project;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VIII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (Ill.Rev.Stat. Chapter 127 § 741 et seq.) and other applicable authority, Lake Zurich and Kildeer hereby agree as follows:

SECTION 1: Recitals. The foregoing recitals are by this reference incorporated herein as substantive provisions of this Agreement.

SECTION 2: Grant of Easement. Kildeer hereby grants and conveys to Lake Zurich a perpetual easement 20 feet in width, 10 feet on either side of the centerline of the sewer main described herein and depicted in Exhibit A, attached hereto and incorporated by reference herein (the "Property"), and a temporary construction easement 20 feet north of said centerline to the south right-of-way line, also as depicted in Exhibit A, to construct and maintain

June 21, 1991

(said activities hereinafter collectively referred to as "installation") a thirty-six inch (36") diameter sanitary sewer transmission main, together with attachments, equipment, and appurtenances thereto (said transmission main, attachments, equipment, and appurtenances hereinafter collectively referred to as the "Pipeline"). The duration of the temporary construction easement shall begin with the commencement of construction, and continue through construction and restoration until the warranty period set forth in Section 3 (N) expires.

SECTION 3: Terms and Conditions of Construction. The installation of the Pipeline, and any subsequent modifications or repair of the Pipeline, shall be undertaken in accordance with the following terms and conditions:

- A. **General Standard.** All work shall be performed in a good and workmanlike manner, and with due care and so as to minimize any interference with, damage to, or harm to the Property or any adjacent property owned by or under the jurisdiction of Kildeer.
- B. **Engineering Plans and Specifications.** The engineering plans and specifications shall be designed to minimize disruption of the Cuba Road right-of-way, minimize traffic disruption, minimize disruption to vegetation in the vicinity, and to provide the minimum impact possible upon Kildeer and its citizens.

June 21, 1991

- C. Construction Traffic. All construction vehicles carrying materials or equipment to or from the Property during the initial installation or any subsequent repair of the Pipeline shall travel to the Property via Quentin Road or Old McHenry Road.
- D. Working Hours. Working hours shall be limited to 7:00 A.M. to 7:00 P.M. weekdays and 9:00 A.M. to 5:00 P.M. Saturdays. Equipment shall not be operated at any other times without the permission of Kildeer, except in the event of emergency.
- E. Repaving After Initial Construction. All roadway removed or damaged during installation of the Pipeline shall be repaved with bituminous binder, and surface courses. The surface course to be placed upon Cuba Road shall extend across the entire pavement width.
- F. Repaving After Subsequent Repairs. All roadway removed or damaged during subsequent repairs of the Pipeline shall be repaved with bituminous binder, and surface courses shall be placed upon Cuba Road, which shall extend across the entire pavement width, unless not advisable consistent with good engineering practices.
- G. Removal of Spoil. Excavated materials shall be promptly removed from the Property, except such material that is suitable for, and shall be used for, backfilling.

- H. Parking. All parking of the workers' automobiles shall be located only at a pre-determined parking area mutually acceptable to Kildeer and Lake Zurich.
- I. Roadway Restoration and Inspection. After each installation of the Pipeline, Lake Zurich shall promptly restore the Property to a condition as good as or better than existing before said construction, including replacing and grading any topsoil removed during installation. Kildeer shall have the right to inspect all roadway construction and restoration work. Costs for such inspection work are included in the lump sum payment made by Lake Zurich pursuant to Section 8 of this Agreement.
- J. Drainage; Erosion Control. Adequate drainage shall be maintained through roadway ditches at all times. Adequate provisions for erosion control shall be made along the construction route, and drainage and erosion control measures shall be explicitly stated on the engineering plans.
- K. Mail service. Mail service shall be maintained to all residents along Cuba Road.
- L. Notice Before Final Inspection. Lake Zurich shall notify Kildeer at least five (5) days in advance of any final inspection by Lake Zurich of construction work by any general contractor. Kildeer may attend any such final

June 21, 1991

inspection, and for a five (5) day period thereafter, provide comments to Lake Zurich regarding all work undertaken by such general contractor. Lake Zurich shall incorporate, in its final punch list for the contractor, those items identified by Kildeer that are required to be completed pursuant to the applicable contract. Both parties shall exercise good faith to prepare a reasonable and complete punch list for the contractor, which must be substantially completed prior to final payment to the contractor.

M. Traffic Management. Lake Zurich shall provide all required traffic management and control devices, equipment, and personnel required for proper and safe installation of the Pipeline in accordance with Standard Specifications for Road and Bridge Construction, July 1, 1988, Illinois Department of Transportation (Section 648), and all other applicable federal and state laws, rules, and regulations. Lake Zurich shall provide to Kildeer for its review and approval, no fewer than 14 days before commencement of the initial installation or any major subsequent repair of the Pipeline, a plan for management of traffic during installation within Kildeer's municipal limits. For minor repairs or emergency repairs, Lake Zurich shall give such notice as is reasonably practicable to Kildeer prior to the

June 21, 1991

commencement of such repairs. Lake Zurich shall make its best efforts to cause at least one lane of traffic to be maintained on Cuba Road for use by neighboring residents and emergency vehicles. Lake Zurich may store temporary stockpiles within the closed lane, provided suitable barricades, warning signs, and lights are maintained. Lake Zurich also shall cause temporary access to be maintained to each residence currently having access from Cuba Road, and shall not obstruct such access at any time, except for a period of time not exceeding 48 hours for installation of the Pipeline at the point of such access.

- N. Guarantee. Lake Zurich shall promptly repair, at its expense, any surface or base failure in Cuba Road within Kildeer for a period of 2 years after initial construction of the Pipeline is completed, resulting from defective design, construction, workmanship, or materials of the Pipeline or the reconstructed road.
- O. Contract Terms; Remedies. Lake Zurich shall include, in every contract for installation work in Kildeer, terms binding on the contractor requiring compliance with the terms of this Easement Agreement, and specific remedies against the contractor in the event of a breach or default by the contractor of such terms. Lake Zurich also shall include in each such contract terms requiring

June 21, 1991

that, once construction operations begin in Kildeer, the contractor shall continuously prosecute all work within Kildeer to its completion. Lake Zurich also shall include in each such contract terms requiring that, in the event the contractor fails to perform the work in a timely fashion, Lake Zurich shall have the option, upon written notice to the contractor, to proceed to prosecute such work as may be deemed necessary by Lake Zurich, and deduct the cost therefor from the compensation due to the contractor under such contract. Lake Zurich shall provide to Kildeer one copy of each such contract, and any such written notice.

P. Communications. Lake Zurich shall keep Kildeer, the Lake County Sheriff's Office, and relevant fire districts informed of the status of the installation of the Pipeline within Kildeer on a regular basis, and shall, upon Kildeer's request, meet with Kildeer officials at mutually convenient times. All required notices and communications shall be in writing to the Kildeer Village Administrator, or, in the event of a bona fide emergency, to the Kildeer Police Department, through its dispatcher. Kildeer shall be given sufficient prior notice of any preconstruction or construction meetings so that a Kildeer representative may attend any and all such meetings.

June 21, 1991

Q. Vegetation. Lake Zurich shall include in every contract and engineering plans for installation, maintenance, or repair of the Pipeline within Kildeer, terms binding on the contractor for the protection of existing vegetation. Such terms shall provide that trimming of overhanging branches and removal of vegetation shall only be permitted when reasonably necessary for the construction. Lake Zurich, at all times and under all circumstances, shall cause its contractors to position and operate all construction equipment to avoid unnecessary trimming of or damage to vegetation. All damaged or removed vegetation shall be replaced with native, indigenous species vegetation to the extent reasonably possible so that the affected area is restored to a condition as good or better than existed prior to the construction. It is the intent of this paragraph to ensure the after construction or repair that areas with disturbed or removed vegetation are restored so that the screening effect that existed prior to construction or disturbance is restored after the construction or disturbance.

R. Roadway Restoration. For the initial construction or any subsequent repair, the following standards shall govern and apply:

1. Trench backfill shall be 1/4" to 1" crushed stone or gravel for both the bedding and the initial backfill.

June 21, 1991

2. The top 2 feet of the trench shall be CA6, either grade 8 or grade 9. This shall be compacted to 95% density.

3. The contractor shall provide a temporary asphalt patch within the trench area until an adequate length of the project has been completed to warrant resurfacing.

4. Upon completion of the Pipeline or any subsequent repair within the Kildeer portion of Cuba Road, the temporary asphalt patch shall be removed, all deteriorated pavement shall be sawcut and removed, and the asphalt shall be replaced with bituminous binder to a depth of at least 4 inches, but in no case shall it be less than 2 inches thicker than the existing adjacent asphalt.

5. Upon completion of the Pipeline within Kildeer, Cuba Road (within the limits of Kildeer) shall be overlaid over its entire width with a leveling binder, petromat, and a 2 inch asphalt surface course.

SECTION 4: Permits, Licenses, and Approvals. A Kildeer permit shall be required for the initial construction, which is issued simultaneously with the execution of this Agreement, and for any subsequent repair that involves construction or excavation. No fee shall be required. Plans and specifications and a schedule of construction shall be submitted at the time of permit application.

June 21, 1991

SECTION 5: Plans and Specifications. Lake Zurich agrees to construct the Pipeline in substantial accordance with the engineering plans and specifications described on Exhibit B, attached hereto and incorporated by this reference herein, which plans and specifications have been approved by Kildeer. Lake Zurich shall provide Kildeer with a copy of the "as-built" drawings relating thereto promptly after such drawings are available to Lake Zurich.

Lake Zurich shall immediately notify Kildeer's designated field representative (Village Engineer Michael Shrake or Director of Public Works William Holmes, through the Village Administrator) of any material change to the approved plans and specifications necessitated by field conditions or otherwise. No material changes to the plans and specifications shall be permitted without the consent of the Village of Kildeer's designated field representative, which consent shall not be unreasonably withheld. For the purpose of this paragraph, material changes shall include any changes in alignment of the sewer transmission main or the construction of any additional structures not specified on the plans and specifications or any other changes not represented on the plans and specifications affecting the area outside of the sewer alignment area depicted on Exhibit A.

SECTION 6: Indemnification. Lake Zurich undertakes and agrees to indemnify, defend, and hold harmless Kildeer for and against any and all damages, claims, demands, actions, causes of

June 21, 1991

action, judgments, or liabilities arising out of the installation, construction, operation, maintenance, or repair of the Pipeline. As to any such claim, Kildeer shall not offer or enter into a settlement of any claim, demand, action, cause of action, judgment, or liability without the prior express written approval of such settlement by Lake Zurich.

SECTION 7: Connections with Kildeer. Lake Zurich shall not allow any property within the territorial limits of Kildeer, as it exists from time to time, to be connected to the Pipeline, without the prior written consent of Kildeer. If Lake Zurich violates the terms of this Section 7, then Lake Zurich shall pay all costs incurred by Kildeer in enforcing the terms of this Section 7. The parties understand and agree that the terms of this paragraph shall be subject to an action for equitable relief, since monetary damages would not be adequate.

SECTION 8: Consideration. In consideration of the rights granted herein, and to offset all costs incurred by Kildeer in the review and administration of this Easement Agreement and the work envisioned hereunder including without limitation all engineering fees, inspection fees, and other professional fees, including legal fees, and in place of all fees and charges for all permits and approvals from Kildeer, Lake Zurich has paid to Kildeer a lump sum of \$23,000, the receipt and sufficiency of which is hereby acknowledged by Kildeer.

June 21, 1991

SECTION 9: Rights and Remedies. This Easement Agreement may be enforced by either party by an action at law or in equity, and the parties agree that this Easement Agreement may be enforced by injunctive relief, as an action for damages alone will not provide adequate relief for a breach thereof.

SECTION 10: Prior Notice. Lake Zurich shall give Kildeer 14 days' prior written notice before initial installation, or any subsequent repair, except in the case of a bona fide emergency. In the case of a bona fide emergency, Lake Zurich shall give such notice as is reasonably possible.

SECTION 11: Kildeer Connection. Kildeer may construct, at its expense, a connection between its sewage collection system and Lake Zurich's sewage collection system (the "Connection") in accordance with the terms of the letter agreement between them dated January 3, 1990. Kildeer may discharge through the Connection and into the Pipeline, and sufficient capacity in the Pipeline shall be reserved for a maximum of 100,000 gallons of sewage per day, average daily flow. Construction of the Connection may commence as soon as practicable after installation of the sewer mains to which the Connection will be made, acceptance of such sewer mains by Lake Zurich, and payment by Kildeer of the fee established in the January 3, 1990 letter of agreement. Lake Zurich shall grant all necessary Village permits and approvals for construction of the Connection. Kildeer shall be responsible for acquiring and maintaining all required permits and approvals from

June 21, 1991

the Illinois Environmental Protection Agency or other agency with jurisdiction. Lake Zurich shall assist in any reasonable way Kildeer's efforts to acquire such permits and approvals. Lake Zurich agrees to waive all Village permit fees related to construction of the Connection by Kildeer except as specifically provided herein. All plans and specifications for the Connection shall be submitted by Kildeer to Lake Zurich for the review and approval of Lake Zurich's Village Engineer and Director of Public Works in advance of the commencement of construction. All construction shall be done in accordance with the approved plans and specifications.

SECTION 12: Consent and Approvals. Kildeer shall not unreasonably withhold, delay, or condition any consent or approval which is required pursuant to this Easement Agreement.

SECTION 13: Recordation. Lake Zurich shall cause this Easement Agreement to be recorded with the Recorder of Deeds for Lake County, Illinois.

SECTION 14: Modifications or Amendments. No modification, amendment, change, or addition to this Easement Agreement shall be binding upon the parties hereto unless reduced to writing and approved and executed by both parties hereto.

SECTION 15: Binding Effect. All rights, interests, privileges, and benefits herein granted and conveyed, and all burdens hereby imposed, shall be binding upon and inure to the benefit of the parties hereto, and their successors.

June 21, 1991

SECTION 16: Attorney Fees. In the event of litigation to enforce the terms of this agreement, the party who substantially prevails shall be entitled to an award of reasonable attorneys fees against the other party.

SECTION 17: No Assignment. Neither this agreement, nor the easement granted herein, shall be assigned by either party, unless approved by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day, month, and year first written above.

VILLAGE OF LAKE ZURICH

By: James W. Kay
Village President

ATTEST:

Kenneth W. Brown
Village Clerk

June 21, 1991

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

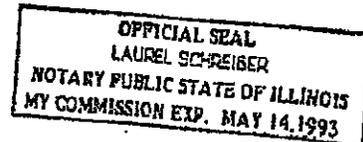
I, Laurel Schreiber, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James W. Kay, personally known to me to be the Village President of the Village of Lake Zurich, an Illinois municipal corporation, and Kenneth Grooms, personally known to me to be the Village Clerk of said Village, and both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of

July, 1991.

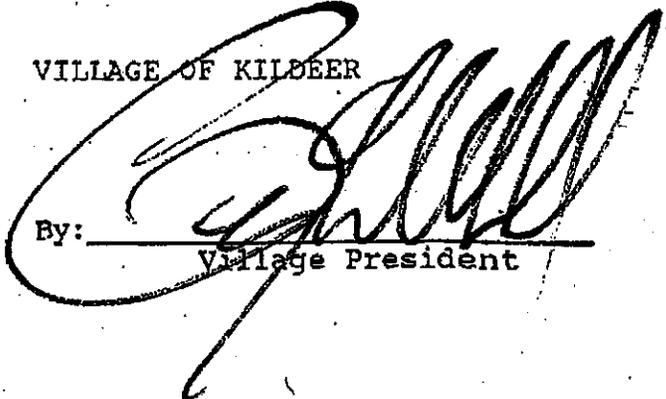
Laurel Schreiber

Notary Public



June 21, 1991

VILLAGE OF KILDEER


By: _____
Village President

ATTEST:



Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George L. Welch, personally known to me to be the President of the Village of Kildeer, an Illinois municipal corporation, and Laurel Schreiber, personally known to me to be the Clerk of said Village, and both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1991.

Notary Public



Rezek, Henry, Meisenheimer
and Gende, Inc.
Libertyville, Ill

Force-mains and Trunk Sewers
Village of Lake Zurich
Wastewater Transfer Facilities

GENERAL PLAN

Exhibit A

91-0-
7/1/91

Segment C - Force-main from the Force-main Flow Control Structure on
Cuba Road to the Quentin Road Pumping Station.

Drawings C1 - C17

FACILITIES - SEGMENT C

Job No. 892024

Date December, 1990

C1

Engineering plans and specifications, approved
by the IEPA and mutually acceptable to Lake
Zurich and Kildeer to be added.

EXHIBIT B

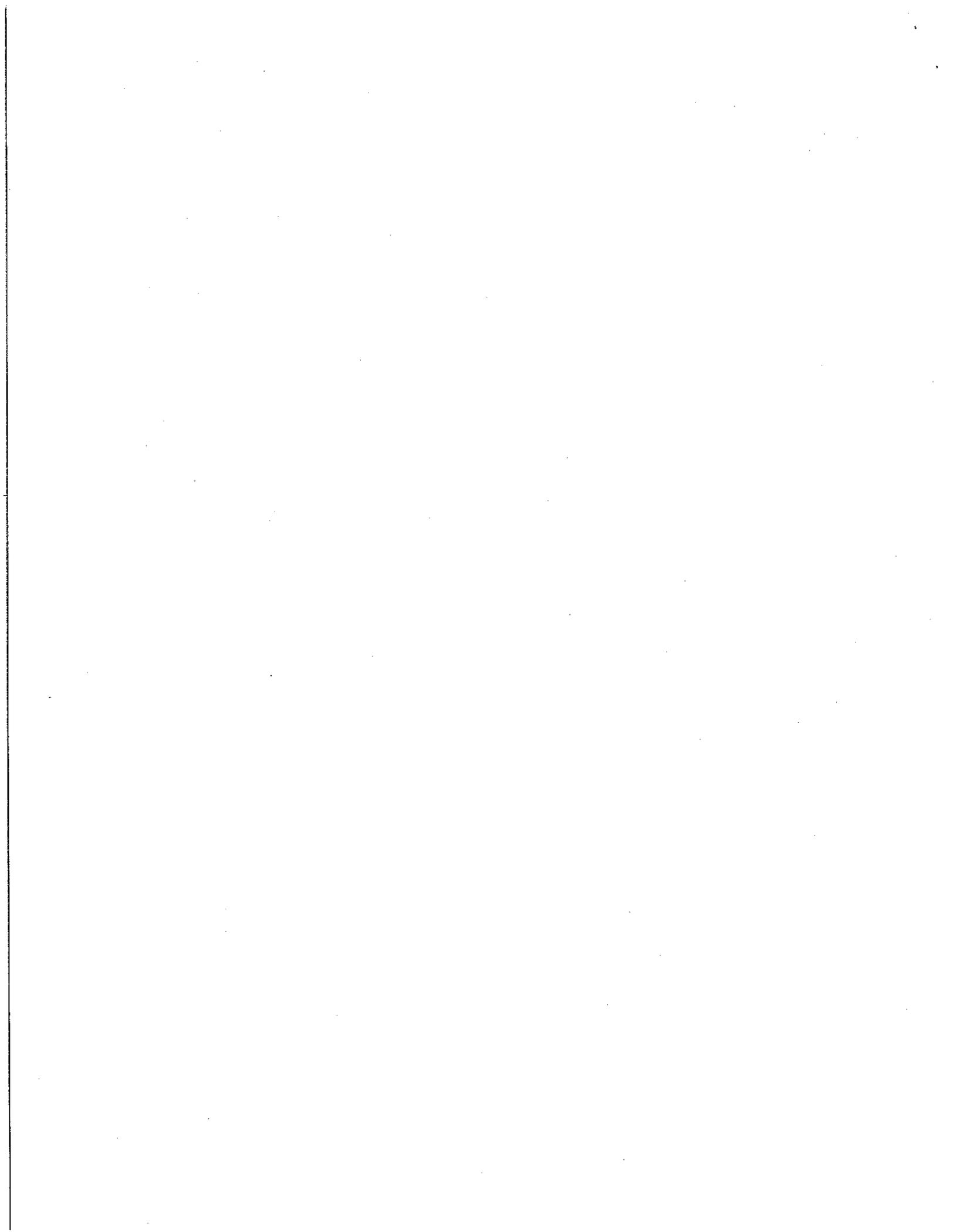


EXHIBIT 1

LAW OFFICES OF

BURKE, BOSSELMAN & WEAVER

BARBARA A. ADAMS
TED P. BOSSELMAN
JOHN E. BURKE
MARR E. BURLAND
MAUREEN A. CROWLEY
ANGELA S. CURRAN
WILLIAM P. D'ONOFRIO
MARTIN G. DURRIG, JR.
STEVEN M. ELROD
VICTOR P. FILIPPINI, JR.
JAMES W. HILBERT
CHARLES D. BRIGHT
DAVID A. LOCHMILLER
ELEAN G. LONDON
CLAUDIA G. LOVELETTE
JEFFREY S. MCGOUGHAN
LISA N. MULLALL
MICHAEL S. MUMHOLLAND
ROBERT C. NEWMAN

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TELECOPIER: 312-253-0119

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BOCA RATON, FLORIDA 33431
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TELECOPIER: 407-392-0225

MATTHEW E. NORTON
KENNETH E. WETTER
FRANCIS E. PHILL
MARK S. PROBERT
HENRY R. RYUDA
EDWARD P. RYAN
JULIE F. SMELTON
COLIN SMITH
MARK A. STANG
KATHERINE J. STEINBERGER
NANCY E. STROUD
WILLIAM J. TORREVILLE II
DENISE J. TORREMAN
CLIFFORD L. WEAVER
THOMAS R. WOODROW

ADMITTED ILLINOIS AND FLORIDA
ADMITTED FLORIDA ONLY

January 3, 1990

John M. Mullen, Esq.
Conzelman, Schultz, Snarski & Mullen
33 North County Street
Suite 500
Waukegan, Illinois 60085

Re: Letter Agreement between Lake Zurich and Kildeer

Dear Mr. Mullen:

This letter is intended to serve as an Agreement between your client, the Village of Kildeer ("Kildeer"), and our client, the Village of Lake Zurich ("Lake Zurich") for connection of Kildeer's sewage collection system to Lake Zurich's sewage collection system and discharge by Kildeer through that connection of up to 100,000 gallons of sewage per day. This letter also is intended to establish, in general terms, the understanding between the parties that they will negotiate in good faith certain other issues of mutual concern.

The issues addressed in this Agreement arise as part of an effort to settle various litigation pending between Kildeer and Lake Zurich and involving various developers with projects in Lake Zurich. Kildeer initiated litigation in both state and federal courts because of its concern about possible adverse effects on Buffalo Creek created by effluent from one of Lake Zurich's sewage treatment plants (the "Southeast Plant"). Lake Zurich responded to the concerns raised in that litigation by acting to restrict additional sewage flows to the Southeast Plant and initiating a comprehensive capital improvement program including, in addition to extensive interim improvements, construction of a trunk sewer (the "Lake Zurich Trunk Sewer") to connect Lake Zurich's sewage collection system to Lake County's Des Plaines River Wastewater Treatment Plant.

As part of its agreement to dismiss all pending litigation and to waive and release all claims it may have against Lake Zurich or the developers, Kildeer seeks access to the Lake Zurich

John M. Mullen, Esq.
January 3, 1990
Page 2

Trunk Sewer for transmission of up to 100,000 gallons per day, average daily flow.

As discussed by the representatives of Kildeer and Lake Zurich at the meeting among them December 20, 1989, the following are the terms for such access and transmission:

1. Connection to Lake Zurich System. Kildeer may construct, at its expense, a connection between its sewage collection system and Lake Zurich's sewage collection system (the "Connection"). Kildeer may discharge through the Connection and into the Lake Zurich Trunk Sewer, and sufficient capacity in the Lake Zurich Trunk Sewer shall be reserved for, a maximum of 100,000 gallons of sewage per day, average daily flow. Construction of the Connection may commence as soon as practicable after installation of the sewer mains to which the Connection will be made, acceptance of such sewer mains by Lake Zurich, and payment by Kildeer of the fee established in Paragraph 2 below. Lake Zurich shall grant all necessary Village permits and approvals for construction of the Connection. Kildeer shall be responsible for acquiring and maintaining all required permits and approvals from the Illinois Environmental Protection Agency or other agency with jurisdiction. Lake Zurich shall assist in any reasonable way Kildeer's efforts to acquire such permits and approvals. Lake Zurich agrees to waive all Village permit fees related to construction of the Connection by Kildeer except as specifically provided herein. All plans and specifications for the Connection shall be submitted by Kildeer to Lake Zurich for the review and approval of Lake Zurich's Village Engineer and Director of Public Works in advance of the commencement of construction. All construction shall be done in accordance with the approved plans and specifications.

2. Connection Charge. Kildeer shall pay the sum of \$45,954 for the Connection, in accordance with Subparagraph 7-5-8-1A(1) of the Lake Zurich Municipal Code. Such payment shall be made before the commencement of construction of the Connection. Such payment shall be deemed to include every unit currently connected to the Kildeer sewage collection system as of the date of execution of this Agreement. Kildeer shall provide to Lake Zurich reasonable access to its records for purposes of determining such units and further shall provide Lake Zurich with a copy of every permit issued after the date of execution of this Agreement that authorizes any connection for which a fee must be paid pursuant to this Paragraph and Subparagraph 4D below and proof that such fee has been paid.

John M. Mullen, Esq.
January 3, 1990
Page 3

3. Measurement of Flow. The amount of the flow through the Connection shall be measured by a flow measuring device installed upstream of the Connection and maintained by Kildeer. At any time such amount of flow cannot be calculated by such flow measuring device, then the amount of flow shall be calculated as 350 gallons per residential unit equivalent.

4. Charges and Fees. Kildeer shall pay the following charges and fees for construction and use of the Lake Zurich Trunk Sewer and in accordance with Subparagraphs 7-5-8-2A and C of the Lake Zurich Municipal Code and Article XIV of the Lake Zurich Building Code:

A. Proportionate Cost of Construction. Kildeer shall pay its "proportionate share" of the "total cost of construction" of the Lake Zurich Trunk Sewer calculated as follows:

Proportionate Share = $1/120 \times$ Total Cost of Construction.

The parties agree that, based on an estimated total cost of construction of \$12,000,000, Kildeer shall pay to Lake Zurich an estimated proportionate share of \$100,000. Such payment shall be made on or before October 1, 1993; provided, however, that this date may be extended to October 1, 1994, by payment by Kildeer to Lake Zurich on October 1, 1993, of interest on the \$100,000 for one year calculated as \$100,000 times either the highest rate of interest then being paid by Lake Zurich for debt incurred by Lake Zurich in connection with the construction of the Lake Zurich Trunk Sewer or 7.5 percent, whichever is greater. The failure of Kildeer to make any payment provided in this Paragraph shall be grounds for Lake Zurich to declare that the reservation for Kildeer of 100,000 gallons per day of capacity in the Lake Zurich Trunk Sewer is extinguish and, upon such declaration, the duty under this Agreement for Lake Zurich to so reserve such capacity shall be ended. After the Lake Zurich Trunk Sewer is completed, final payments therefor made and the contract therefor closed out, and the total cost of construction ascertained, either Lake Zurich shall reimburse to Kildeer any part of said \$100,000 in excess of Kildeer's proportionate share or Kildeer shall pay to Lake Zurich any sum calculated as part of its proportionate share in excess of \$100,000. Any such reimbursement or payment shall be made within 60 days after ascertainment of the total cost of construction, or October 1, 1993, whichever is later. For purposes of this Subparagraph, "total cost of construction" shall be defined as the actual cost of

constructing the Lake Zurich Trunk Sewer from the Kildeer point of connection to and including connection to the Lake County Des Plaines River Wastewater Treatment Plant, including design, engineering, property acquisition, legal expenses, overhead, profit, and similar charges.

B. An Availability Charge, on a calendar quarter basis, for each sewer connection tributary to the Connection as follows:

<u>Size Of Water Connection</u>	<u>Quarterly Charge</u>
residential well (per unit) or 1" or smaller	\$ 4.50
1½"	10.00
2"	26.00
3"	71.00
4"	145.00

as such charge may be amended from time to time.

C. A Service Charge, on a calendar quarter basis, of 1.25 times the service charge assessed by Lake Zurich to Lake Zurich residents.

D. A New Connection Charge for each new sewer connection tributary to the Connection in accordance with Paragraph 2 above and with Article XIV of the Lake Zurich Building Code.

Lake Zurich shall assess the charges and fees described in Subparagraphs B and C above beginning the first calendar quarter following the commencement of discharge of flow through the Connection. Kildeer shall be responsible for the payment of all charges and fees to Lake Zurich and for the levying and collecting of all charges and fees from the users of Kildeer's sewer collection system. Such payments shall be made by Kildeer to Lake Zurich no later than 30 days after the date of Lake Zurich's invoice. Late payments shall be subject to a late payment charge of one percent per month or any fraction thereof. Except for the 1.25 multiplier, such charges and fees shall be subject to all Lake Zurich ordinances and regulations generally applicable to similar charges and fees levied generally in Lake Zurich.

5. Kildeer - Lake County Agreement. The authorization granted by this Agreement for Kildeer to discharge sewage into the Lake Zurich Trunk Sewer shall be contingent on an agreement

between Kildeer and Lake County authorizing such discharge. Kildeer shall provide Lake Zurich with sufficient evidence of such an agreement prior to the commencement of such discharge.

6. Construction of Lake Zurich Trunk Sewer. Kildeer shall grant to Lake Zurich all easements over, under, on, and through the Cuba Road right of way and any other public property in Kildeer mutually agreeable to Lake Zurich and Kildeer necessary for construction and maintenance of the Lake Zurich Trunk Sewer. Kildeer shall not unreasonably withhold or delay its consent to such easements over, under, on, and through such other public property. Such easements shall provide that Lake Zurich shall promptly restore all areas disturbed by it or its agents during construction or maintenance to a condition at least as good as existed before such disturbance. Kildeer also shall grant all necessary permits and approvals for such construction and maintenance and shall waive all fees and charges therefor. Further, Kildeer shall assist Lake Zurich in acquiring all necessary easements for such construction and maintenance from private property owners and from the Village of Long Grove; provided that Kildeer shall not be required to expend any funds in payment for any such easements or to utilize its condemnation powers. The engineering plans and specifications for that portion of the Lake Zurich Trunk Sewer that would traverse Kildeer public right-of-way shall be submitted to Kildeer for its review and comments prior to commencement of construction. This Agreement shall constitute and stand in place of all Kildeer permits and assignment of rights under existing public utility franchise agreements required by or useful to Lake Zurich or its contractors to construct and install the Lake Zurich Trunk Sewer within Kildeer, and Kildeer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be necessary in order for Lake Zurich to secure any permits required from any County, State, or federal agency, or that may be necessary to cause relocation of public utility facilities for or in connection with any and all work to be done by or on behalf of Lake Zurich within the boundaries of Kildeer. Lake Zurich shall pay to Kildeer on or before April 1, 1990, \$23,000 as full consideration for the provisions contained in this Paragraph and every other paragraph of this Agreement.

7. Conveyance of Portion of Cuba Road. Upon satisfactory resolution of the issues between Kildeer and Lexington Homes, Inc. related to connection of the Chestnut Corners Unit 4 Subdivision by Lexington Homes, Inc. to Cuba Road at Warwick Lane in Kildeer, Lake Zurich shall convey to Kildeer, by ordinance substantially similar to the ordinance attached hereto as Exhibit A, a portion of Cuba Road as described in said ordinance.

John M. Mullen, Esq.
January 3, 1990
Page 6

8. Negotiation of Other Issues. Lake Zurich and Kildeer agree to negotiate with each other in good faith the following issues:

A. Boundary Agreement, including establishment of a line marking the boundaries of the jurisdiction of each of the villages pursuant to the authority granted by Section 11-12-9 of the Illinois Municipal Code, and including issues relating to the appropriate zoning of property along mutual boundary lines.

B. Kildeer Facility Plan. Lake Zurich shall not unreasonably object to the approval of the proposed Kildeer Facility Plan.

If Kildeer is agreeable to the terms of this Agreement, please have President Welch and Clerk Schreiber sign both enclosed copies after proper authorization by Kildeer's Board of Trustees and return them to me. I then shall present the Agreement to Lake Zurich's Board of Trustees for its approval and to Mayor Kay and Clerk Barton for their signatures.

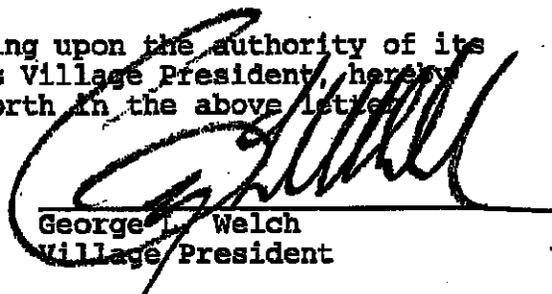
Sincerely,


Mark E. Burkland

MEB:tmb

cc: Mayor James W. Kay
Mr. Edward A. Geick
Mr. David L. Talbott

The Village of Kildeer, acting upon the authority of its Board of Trustees and through its Village President, hereby agrees to all of the terms set forth in the above letter agreement.

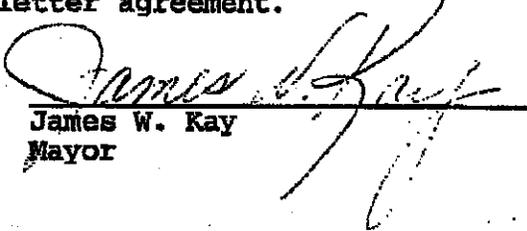

George L. Welch
Village President

ATTEST:

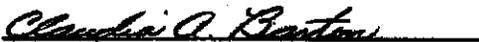

Laurel Schreiber

John M. Mullen, Esq.
January 3, 1990
Page 7

The Village of Lake Zurich, acting upon the authority of its Board of Trustees and through its Mayor, hereby agrees to all of the terms set forth in the above letter agreement.


James W. Kay
Mayor

ATTEST:


Claudia A. Barton
Village Clerk



FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER GRANTING AN EASEMENT

WHEREAS, the Village of Lake Zurich and the Village of Kildeer on July 1, 1991, entered into an easement agreement titled "Intergovernmental Agreement Between The Village Of Lake Zurich And The Village Of Kildeer Granting An Easement" (the "Easement Agreement") wherein Kildeer granted to Lake Zurich certain easement rights to construct a portion of a sewage transmission main in the Cuba Road right-of-way within the municipal limits of Kildeer, subject to certain conditions; and

WHEREAS, certain circumstances affecting construction of said sewage transmission main have changed, and Lake Zurich and Kildeer thus desire to amend the Easement Agreement to accommodate those changes;

WHEREAS, the Easement Agreement provides in Section 14 that it may be amended in writing approved and executed by both villages; and

WHEREAS, the villages both have approved this First Amendment by motions duly adopted by their Boards of Trustees;

NOW, THEREFORE, Lake Zurich and Kildeer mutually agree, in consideration of the terms and provisions herein benefiting both villages, to amend the Easement Agreement as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this First Amendment as substantive provisions hereof.

2. The trench then shall be backfilled from the initial backfill to the BAM layer with FA6, compacted by water jetting.
3. The contractor shall provide a minimum six-inch BAM layer from the FA6 trench backfill to a level which matches the existing pavement.
4. Lake Zurich shall pay to Kildeer, immediately after installation of the BAM layer provided in Paragraph 3 of this Subsection R, a sum of money equal in value to the installation of the surface course on Cuba Road as provided in the approved plans and specifications therefor. The value of such surface course shall be calculated in accordance with the unit prices therefor provided in the contract for installation of the Pipeline, known as Contract 2, with the Joel Kennedy Constructing Corp."

E. Section 5 of the Easement Agreement is amended by adding thereto the phrase "as amended" after the reference to Exhibit B in the third line of said Section 5.

F. Section 11 of the Easement Agreement is amended by adding to the end thereof the following:

"Lake Zurich shall pay the costs of the engineering drawings for the Connection. Kildeer shall pay all other costs for the Connection, including without limitation all construction costs."

Section 2. Amendment of Easement Agreement. The Easement Agreement shall be, and it is hereby, amended as follows:

A. Subsection 3.E of the Easement Agreement is amended in its entirety to read as follows:

"E. Repaving After Initial Construction. All roadway removed or damaged during installation of the Pipeline shall be repaved as provided in Subsection R of this Section 3 below."

B. Subsection 3.I of the Easement Agreement is amended by replacing the first sentence thereof in its entirety with the following sentence: "After each installation of the Pipeline, Lake Zurich shall promptly restore the Property to a condition as good as or better than existing before said construction, including replacing and grading any topsoil removed during installation and repairing the roadway as provided in Subsections F and R of this Section 3."

C. Subsection 3.N of the Easement Agreement is amended by deleting therefrom the words "surface or" from the second line of said Subsection 3.N.

D. Subsection 3.R of the Easement Agreement is amended in its entirety to read as follows:

"R. Roadway Restoration. For the initial construction, the following standards shall govern and apply:

1. Trench backfill shall be 1/4-inch to 1-inch crushed stone or gravel for both the bedding and the initial backfill.

G. The Easement Agreement is amended by adding thereto the following new Sections 11.1 and 11.2:

"SECTION 11.1. Relocation of Vacuum Priming Structure.

Lake Zurich shall, at its expense, relocate the vacuum priming structure on Cuba Road to a point approximately 68 feet west of the location shown on the approved plans and specifications therefor. Kildeer shall secure and grant all necessary approvals for such relocation and shall grant a permanent easement to Lake Zurich for the construction and maintenance of such vacuum priming structure.

"SECTION 11.2. Realignment of Cuba Road. Kildeer shall,

at its expense, prepare and provide to Lake Zurich engineering plans and specifications for the realignment of Cuba Road generally in the area of its intersection with Krueger Road. Lake Zurich shall submit such plans and specifications to its contractor for a determination of the costs to construct such realigned Cuba Road. Kildeer shall pay all costs associated with the construction of such realigned Cuba Road that are in addition to the costs of reconstruction of Cuba Road included in Contract 2 with the Joel Kennedy Constructing Corp. All such costs shall be paid by Kildeer to Lake Zurich within 30 days after the change order for such work has been executed by Lake Zurich. Lake Zurich shall bear the costs of engineering services such as inspection

services related to the construction of realigned Cuba Road."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives on this ____ day of July 1993.

VILLAGE OF LAKE ZURICH

By: _____

ATTEST:

By: _____

VILLAGE OF KILDEER

By: _____

ATTEST:

By: _____

AN ORDINANCE
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF LAKE ZURICH

92-0- 620

BE IT ORDAINED by the President and Board of Trustees of the Village of Kildeer, Lake County, Illinois, as follows:

SECTION I: The intergovernmental agreement between the Village of Lake Zurich and the Village of Kildeer regarding connection to the Lake Zurich relief plant, which is attached hereto as Exhibit A, be and the same is hereby approved.

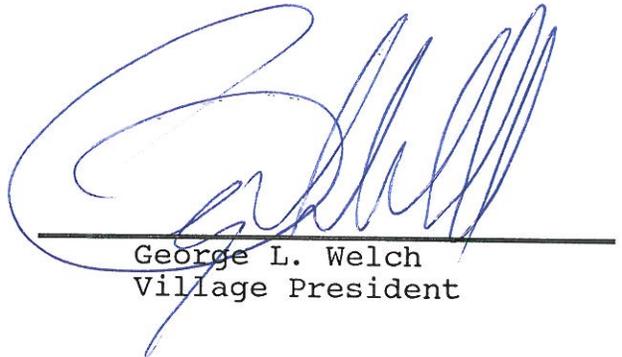
SECTION II: The Village President is authorized and directed to execute said agreement, and the Village Clerk is authorized and directed to attest to said signature.

SECTION III: This ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Passed by the corporate authorities this 7th day of December, 1992, on a roll call vote as follows:

AYES	5 - Huszagh, Kellogg, Longeway, Schroeder, Sullivan
NAYS	0
ABSENT	1 - Pailey

Approved by the Village President this 7th day of December,
1992.



George L. Welch
Village President

ATTEST:



Laurel Schreiber
Village Clerk

DRAFT 11/30/92

EXHIBIT A

rela313

3

92-0-620

received VOK 5/6/93
from Schwietz
who received from
Beutland 4/29/93

DECEMBER 3, 1992

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER
REGARDING THE RELIEF PLANT CONNECTION

THIS AGREEMENT, made and entered into this 7th day of December
_____, 1992, by and between the VILLAGE OF LAKE ZURICH, a
municipal corporation created and existing under the laws of the
State of Illinois, ("Lake Zurich") and the VILLAGE OF KILDEER, a
municipal corporation created and existing under the laws of the
State of Illinois ("Kildeer"),

W I T N E S S E T H:

WHEREAS, the parties heretofore entered into a certain
settlement agreement with certain other parties, dated December 21,
1989, which provides in part that Lake Zurich shall permit Kildeer
to connect to, and direct not more than 50,000 gallons average
daily flow of sewage to, the Lake Zurich sewage treatment plant
known as the "relief plant"; and

WHEREAS, Lake Zurich and Kildeer desire to enter into this
agreement to provide for an agreed method for physically
accomplishing said connection to the relief plant, and to insure
that the connection is done in such a fashion to minimize any
disruptions or disturbances; and

WHEREAS, Kildeer and Lake Zurich desire to establish terms and conditions for the construction, maintenance, and abandonment of the connection;

WHEREAS, the connection to the relief plant will promote the common goal of regionalization of sewage treatment services and be therefore environmentally beneficial; and

WHEREAS, the parties recognize that this agreement permits a temporary connection, until Lake Zurich constructs the transmission line to the Pekara plant, it becomes operational and available for sewage discharge, and Kildeer makes the permanent connection allowing not more than 100,000 gallons of average daily flow of sewage to the transmission line. At that time, the flow into the relief plant will be redirected into the transmission line, and the connection to the relief plant will be thereby superseded and properly abandoned by Kildeer;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VIII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (Ill.Rev.Stat. Chapter 127 §§ 741 et seq.) and other applicable authority, Lake Zurich and Kildeer hereby agree as follows:

SECTION 1: Recitals. The foregoing recitals are by this reference incorporated herein as substantive provisions of this Agreement.

SECTION 2: Connection. Lake Zurich hereby grants and conveys to Kildeer an easement over that portion of the right-of-way known as Thornridge Drive, which is legally described on Exhibit A, attached hereto and incorporated by reference herein (the "Property"), and a temporary construction easement 20 feet in diameter but excluding any and all areas outside of the public right-of-way, measured from the center on the manhole located on Thornridge Drive, approximately 5 feet from the Lake Zurich/Kildeer boundaries, as also depicted on Exhibit A, to construct and maintain (said activities hereinafter collectively referred to as "installation"), through the Chestnut Corners sewer, the relief plant connection sewer pipe, together with below grade attachments, equipment, and appurtenances thereto (said relief plant connection sewer, attachments, equipment, and appurtenances hereinafter collectively referred to as the "Pipeline"). The duration of the temporary construction easement shall begin with the commencement of construction, or any subsequent repair or replacement, and continue through construction and any required restoration.

SECTION 3: Terms and Conditions of Construction. The installation of the Pipeline, and any subsequent modifications or repair of the Pipeline, shall be undertaken in accordance with the following terms and conditions:

- A. General Standard. All work shall be performed in a good and workmanlike manner, and with due care and so as to minimize any interference with, damage to, or harm to the Property or any adjacent property.
- B. Notice. Kildeer shall notify Lake Zurich at least two (2) days in advance of commencement of construction of the Pipeline, and also shall notify Lake Zurich at least two (2) days in advance of any subsequent repair work except in the event of a bona fide emergency, in which case Kildeer shall give Lake Zurich such advance notice as is practicable.
- C. Engineering Plans and Specifications. The engineering plans and specifications shall be designed to minimize disruption of the Thornridge Drive right-of-way, minimize disruption to vegetation in the vicinity, and to provide the minimum impact possible upon Lake Zurich and its citizens. All plans and specifications, and all revisions thereto, shall be subject to the advance approval of Lake Zurich.
- D. Construction Traffic. All construction vehicles carrying materials or equipment to or from the Property during the initial installation or any subsequent repair of the Pipeline shall travel to the Property via Cambridge Drive, and access the site through the right of way between lots 67 and 68 in Bishop Ridge Subdivision.

- E. Working Hours. Working hours within Lake Zurich shall be limited to 7:00 A.M. to 7:00 P.M. weekdays and 9:00 A.M. to 5:00 P.M. Saturdays. Equipment shall not be operated at any other times without the permission of Lake Zurich, except in the event of emergency.
- F. Removal of Spoil. Excavated materials shall be promptly removed from the Property and from Lake Zurich, except such material that is suitable for, and shall be used for, backfilling.
- G. Parking. All parking of the workers' automobiles shall be located outside of Lake Zurich.
- H. Inspection. Lake Zurich shall have the right to inspect all work. Kildeer shall reimburse Lake Zurich for all inspection work undertaken by Lake Zurich outside of regular Lake Zurich business hours.
- I. Restoration. After installation of the Pipeline and after every subsequent repair or other work on the Pipeline, Kildeer shall promptly restore the Property to a condition as good as or better than existing before said construction, including replacing all pavement and other improvements and replacing and grading any topsoil removed during installation. All grassy areas disturbed by Kildeer shall be replaced with sod.

- J. Notice Before Final Inspection. Kildeer shall notify Lake Zurich at least five (5) days in advance of any final inspection by Kildeer of construction work by any contractor. Lake Zurich may attend any such final inspection, and for a five (5) day period thereafter provide comments to Kildeer regarding all work undertaken by such contractor. Kildeer shall incorporate, in its final punch list for the contractor, those items identified by Lake Zurich that are required to be completed pursuant to the applicable contract. Both parties shall exercise good faith to prepare a reasonable and complete punch list for the contractor, which must be substantially completed prior to final payment to the contractor.
- K. Vegetation. All damaged or removed vegetation shall be replaced with like kind vegetation to the extent reasonably possible so that the affected area is restored to a condition as good as or better than existed prior to the construction.
- L. Insurance. The Village of Lake Zurich shall be named as an additional named insured on the policies required of any contractor performing construction within the territorial limits of Lake Zurich. Kildeer shall provide copies of all certificates of such insurance to Lake Zurich prior to commencement of any work.

SECTION 4: Permits, Licenses, and Approvals. A Lake Zurich permit shall be required for the construction, which is issued simultaneously with the execution of this Agreement and a Lake Zurich permit also shall be required for any subsequent repair that involves construction or excavation. No fee shall be required. Plans and specifications and a schedule of construction shall be submitted at the time of permit application.

SECTION 5: Plans and Specifications. Kildeer agrees to construct the Pipeline in substantial accordance with the engineering plans and specifications prepared by Gewalt Hamilton dated May 6, 1992 revised through September 3, 1992, which plans and specifications have been approved by Lake Zurich. Kildeer shall provide Lake Zurich with a copy of the "as-built" drawings relating thereto promptly after such drawings are available to Kildeer.

Kildeer shall immediately notify Lake Zurich's designated field representative of any material change to the approved plans and specifications necessitated by field conditions or otherwise. No material changes to the plans and specifications shall be permitted without the consent of Lake Zurich's designated field representative, which consent shall not be unreasonably withheld.

SECTION 6. Abandonment of Pipeline. After completion of Lake Zurich's transmission main and redirection of Kildeer's sewage flow away from the Pipeline, Kildeer shall abandon the Pipeline and shall render the Pipeline inoperable in a manner approved by Lake

Zurich. Immediately after the Pipeline is rendered inoperable, the easement granted herein shall become and be null and void and without further force or effect, without further actions of the parties hereto.

SECTION 7: Indemnification. Kildeer undertakes and agrees to indemnify, hold harmless, and upon request defend Lake Zurich for and against any and all damages, claims, demands, actions, causes of action, judgments, or liabilities arising out of or related to the installation, construction, operation, maintenance, repair, or abandonment of the Pipeline by Kildeer or its contractors or agents.

SECTION 8: Rights and Remedies. This Agreement may be enforced by either party by an action at law or in equity, and the parties agree that this Agreement may be enforced by injunctive relief, as an action for damages alone will not provide adequate relief for a breach thereof.

SECTION 9: Prior Notice. Kildeer shall give Lake Zurich 14 days' prior written notice before initial installation, or any subsequent repair, except in the case of a bona fide emergency. In the case of a bona fide emergency, Kildeer shall give such notice as is reasonably possible.

SECTION 10: Consent and Approvals. Lake Zurich shall not unreasonably withhold, delay, or condition any consent or approval which is required pursuant to this Agreement. Lake Zurich agrees to promptly execute any applications or documents necessary to enable

Kildeer to secure the requisite IEPA permits for the connection authorized by this Agreement.

SECTION 11: Recordation. Kildeer shall cause this Agreement to be recorded with the Recorder of Deeds for Lake County, Illinois.

SECTION 12: Modifications or Amendments. No modification, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and approved and executed by both parties hereto.

SECTION 13: Binding Effect. All rights, interests, privileges, and benefits herein granted and conveyed, and all burdens hereby imposed, shall be binding upon and inure to the benefit of the parties hereto, and their successors.

SECTION 14: Attorney Fees. In the event of litigation to enforce the terms of this agreement, the party who substantially prevails shall be entitled to an award of reasonable attorneys fees against the other party.

SECTION 15: No Assignment. Neither this agreement nor any right or interest granted herein shall be assigned by either party, unless approved by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day, month, and year first written above.

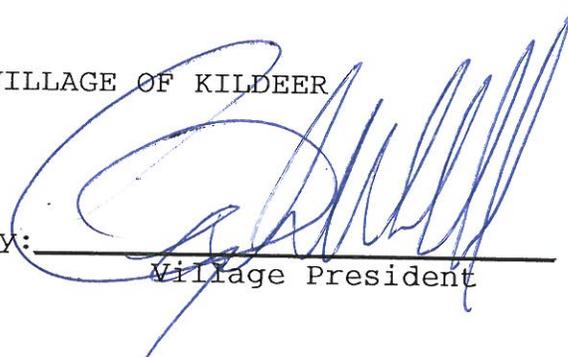
VILLAGE OF LAKE ZURICH

By: James W. Kay
Village President

ATTEST:

Kenneth W. Grooms
Village Clerk

VILLAGE OF KILDEER

By: 
Village President

ATTEST:


Village Clerk

EXHIBIT A

3328136

DECEMBER 3, 1992

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER
REGARDING THE RELIEF PLANT CONNECTION

THIS AGREEMENT, made and entered into this 7th day of December
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municipal corporation created and existing under the laws of the
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W I T N E S S E T H:

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settlement agreement with certain other parties, dated December 21,
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daily flow of sewage to, the Lake Zurich sewage treatment plant
known as the "relief plant"; and

WHEREAS, Lake Zurich and Kildeer desire to enter into this
agreement to provide for an agreed method for physically
accomplishing said connection to the relief plant, and to insure
that the connection is done in such a fashion to minimize any
disruptions or disturbances; and

WHEREAS, Kildeer and Lake Zurich desire to establish terms and conditions for the construction, maintenance, and abandonment of the connection;

WHEREAS, the connection to the relief plant will promote the common goal of regionalization of sewage treatment services and be therefore environmentally beneficial; and

WHEREAS, the parties recognize that this agreement permits a temporary connection, until Lake Zurich constructs the transmission line to the Pekara plant, it becomes operational and available for sewage discharge, and Kildeer makes the permanent connection allowing not more than 100,000 gallons of average daily flow of sewage to the transmission line. At that time, the flow into the relief plant will be redirected into the transmission line, and the connection to the relief plant will be thereby superseded and properly abandoned by Kildeer;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VIII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (Ill.Rev.Stat. Chapter 127 §§ 741 et seq.) and other applicable authority, Lake Zurich and Kildeer hereby agree as follows:

SECTION 1: Recitals. The foregoing recitals are by this reference incorporated herein as substantive provisions of this Agreement.

SECTION 2: Connection. Lake Zurich hereby grants and conveys to Kildeer an easement over that portion of the right-of-way known as Thornridge Drive, which is legally described on Exhibit A, attached hereto and incorporated by reference herein (the "Property"), and a temporary construction easement 20 feet in diameter but excluding any and all areas outside of the public right-of-way, measured from the center on the manhole located on Thornridge Drive, approximately 5 feet from the Lake Zurich/Kildeer boundaries, as also depicted on Exhibit A, to construct and maintain (said activities hereinafter collectively referred to as "installation"), through the Chestnut Corners sewer, the relief plant connection sewer pipe, together with below grade attachments, equipment, and appurtenances thereto (said relief plant connection sewer, attachments, equipment, and appurtenances hereinafter collectively referred to as the "Pipeline"). The duration of the temporary construction easement shall begin with the commencement of construction, or any subsequent repair or replacement, and continue through construction and any required restoration.

SECTION 3: Terms and Conditions of Construction. The installation of the Pipeline, and any subsequent modifications or repair of the Pipeline, shall be undertaken in accordance with the following terms and conditions:

- A. General Standard. All work shall be performed in a good and workmanlike manner, and with due care and so as to minimize any interference with, damage to, or harm to the Property or any adjacent property.
- B. Notice. Kildeer shall notify Lake Zurich at least two (2) days in advance of commencement of construction of the Pipeline, and also shall notify Lake Zurich at least two (2) days in advance of any subsequent repair work except in the event of a bona fide emergency, in which case Kildeer shall give Lake Zurich such advance notice as is practicable.
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- E. Working Hours. Working hours within Lake Zurich shall be limited to 7:00 A.M. to 7:00 P.M. weekdays and 9:00 A.M. to 5:00 P.M. Saturdays. Equipment shall not be operated at any other times without the permission of Lake Zurich, except in the event of emergency.
- F. Removal of Spoil. Excavated materials shall be promptly removed from the Property and from Lake Zurich, except such material that is suitable for, and shall be used for, backfilling.
- G. Parking. All parking of the workers' automobiles shall be located outside of Lake Zurich.
- H. Inspection. Lake Zurich shall have the right to inspect all work. Kildeer shall reimburse Lake Zurich for all inspection work undertaken by Lake Zurich outside of regular Lake Zurich business hours.
- I. Restoration. After installation of the Pipeline and after every subsequent repair or other work on the Pipeline, Kildeer shall promptly restore the Property to a condition as good as or better than existing before said construction, including replacing all pavement and other improvements and replacing and grading any topsoil removed during installation. All grassy areas disturbed by Kildeer shall be replaced with sod.

- J. Notice Before Final Inspection. Kildeer shall notify Lake Zurich at least five (5) days in advance of any final inspection by Kildeer of construction work by any contractor. Lake Zurich may attend any such final inspection, and for a five (5) day period thereafter provide comments to Kildeer regarding all work undertaken by such contractor. Kildeer shall incorporate, in its final punch list for the contractor, those items identified by Lake Zurich that are required to be completed pursuant to the applicable contract. Both parties shall exercise good faith to prepare a reasonable and complete punch list for the contractor, which must be substantially completed prior to final payment to the contractor.
- K. Vegetation. All damaged or removed vegetation shall be replaced with like kind vegetation to the extent reasonably possible so that the affected area is restored to a condition as good as or better than existed prior to the construction.
- L. Insurance. The Village of Lake Zurich shall be named as an additional named insured on the policies required of any contractor performing construction within the territorial limits of Lake Zurich. Kildeer shall provide copies of all certificates of such insurance to Lake Zurich prior to commencement of any work.

SECTION 4: Permits, Licenses, and Approvals. A Lake Zurich permit shall be required for the construction, which is issued simultaneously with the execution of this Agreement and a Lake Zurich permit also shall be required for any subsequent repair that involves construction or excavation. No fee shall be required. Plans and specifications and a schedule of construction shall be submitted at the time of permit application.

SECTION 5: Plans and Specifications. Kildeer agrees to construct the Pipeline in substantial accordance with the engineering plans and specifications prepared by Gewalt Hamilton dated May 6, 1992 revised through September 3, 1992, which plans and specifications have been approved by Lake Zurich. Kildeer shall provide Lake Zurich with a copy of the "as-built" drawings relating thereto promptly after such drawings are available to Kildeer.

Kildeer shall immediately notify Lake Zurich's designated field representative of any material change to the approved plans and specifications necessitated by field conditions or otherwise. No material changes to the plans and specifications shall be permitted without the consent of Lake Zurich's designated field representative, which consent shall not be unreasonably withheld.

SECTION 6. Abandonment of Pipeline. After completion of Lake Zurich's transmission main and redirection of Kildeer's sewage flow away from the Pipeline, Kildeer shall abandon the Pipeline and shall render the Pipeline inoperable in a manner approved by Lake

Zurich. Immediately after the Pipeline is rendered inoperable, the easement granted herein shall become and be null and void and without further force or effect, without further actions of the parties hereto.

SECTION 7: Indemnification. Kildeer undertakes and agrees to indemnify, hold harmless, and upon request defend Lake Zurich for and against any and all damages, claims, demands, actions, causes of action, judgments, or liabilities arising out of or related to the installation, construction, operation, maintenance, repair, or abandonment of the Pipeline by Kildeer or its contractors or agents.

SECTION 8: Rights and Remedies. This Agreement may be enforced by either party by an action at law or in equity, and the parties agree that this Agreement may be enforced by injunctive relief, as an action for damages alone will not provide adequate relief for a breach thereof.

SECTION 9: Prior Notice. Kildeer shall give Lake Zurich 14 days' prior written notice before initial installation, or any subsequent repair, except in the case of a bona fide emergency. In the case of a bona fide emergency, Kildeer shall give such notice as is reasonably possible.

SECTION 10: Consent and Approvals. Lake Zurich shall not unreasonably withhold, delay, or condition any consent or approval which is required pursuant to this Agreement. Lake Zurich agrees to promptly execute any applications or documents necessary to enable

Kildeer to secure the requisite IEPA permits for the connection authorized by this Agreement.

SECTION 11: Recordation. Kildeer shall cause this Agreement to be recorded with the Recorder of Deeds for Lake County, Illinois.

SECTION 12: Modifications or Amendments. No modification, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and approved and executed by both parties hereto.

SECTION 13: Binding Effect. All rights, interests, privileges, and benefits herein granted and conveyed, and all burdens hereby imposed, shall be binding upon and inure to the benefit of the parties hereto, and their successors.

SECTION 14: Attorney Fees. In the event of litigation to enforce the terms of this agreement, the party who substantially prevails shall be entitled to an award of reasonable attorneys fees against the other party.

SECTION 15: No Assignment. Neither this agreement nor any right or interest granted herein shall be assigned by either party, unless approved by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day, month, and year first written above.

VILLAGE OF LAKE ZURICH

By: James W. Kay
Village President

ATTEST:

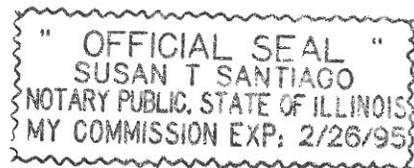
Kenneth J. Brown
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, SUSAN T. SANTIAGO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James W. Kay, personally known to me to be the Village President of the Village of Lake Zurich, an Illinois municipal corporation, and Kenneth Grooms, personally known to me to be the Village Clerk of said Village, and both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

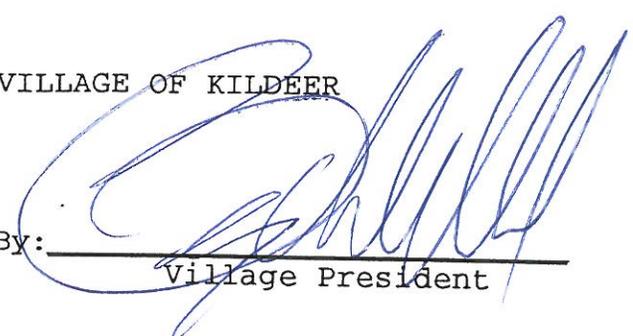
Given under my hand and official seal this 10th day of MARCH, 1993, ~~1992~~.

Susan T. Santiago
Notary Public



VILLAGE OF KILDEER

By: _____


Village President

ATTEST:




Village Clerk

3328136

RECORDER
LAKE COUNTY, ILLINOIS

93 MAY 10 AM 10:49

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

Frank M. ...

I, John M. Mullen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George L. Welch, personally known to me to be the President of the Village of Kildeer, an Illinois municipal corporation, and Laurel Schreiber, personally known to me to be the Clerk of said Village, and both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of December, 1992.

[Signature]

Notary Public



rel312

13

VILLAGE OF KILDEER
22049 Chestnut Ridge
Kildeer, Ill. 60047

3328136

[Signature]
27 80

EXHIBIT A

14

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EXHIBIT A

North

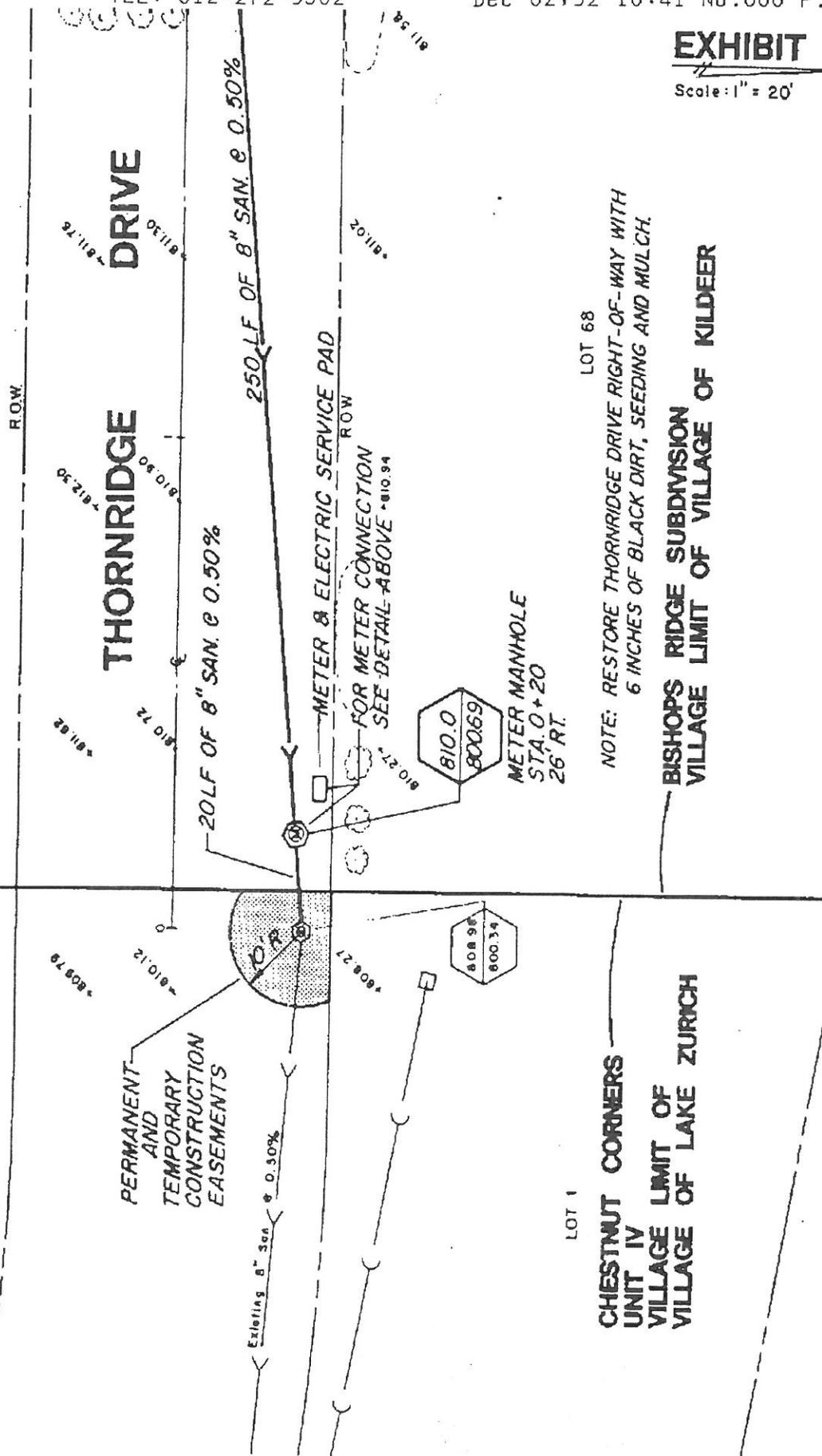
Scale: 1" = 20'

LOT 67

LOT 26

LOT 68

LOT 1



NOTE: RESTORE THORN RIDGE DRIVE RIGHT-OF-WAY WITH
6 INCHES OF BLACK DIRT, SEEDING AND MULCH.

BISHOPS RIDGE SUBDIVISION
VILLAGE LIMIT OF VILLAGE OF KILDEER

CHESTNUT CORNERS
UNIT IV
VILLAGE LIMIT OF LAKE ZURICH

15

3328136

EXHIBIT A

LEGAL DESCRIPTION

THE NORTHWESTERLY 10.00 FEET (AS MEASURED RADIALY FROM THE CENTERLINE OF THE SANITARY MANHOLE LOCATED APPROXIMATELY 5 FEET EASTERLY OF THE WEST LINE EXTENDED AND 5 FEET SOUTHERLY OF THE SOUTH LINE OF LOT 1 IN THE CHESTNUT CORNERS SUBDIVISION, UNIT IV) OF THE RIGHT-OF-WAY OF THORNRIE DRIVE, 20 FEET IN DIAMETER EXCLUDING ANY AND ALL AREAS OUTSIDE OF THE PUBLIC RIGHT-OF-WAY OF THORNRIE DRIVE, IN THE CHESTNUT CORNERS SUBDIVISION, UNIT IV, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 27 AND THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN ALL IN THE VILLAGE OF LAKE ZURICH, LAKE COUNTY, ILLINOIS.

14

3328136 -

COPY

AUG 14 1997

4005974

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGES OF KILDEER
AND LONG GROVE
GRANTING AN EASEMENT FOR
INSTALLATION AND MAINTENANCE OF
A SANITARY SEWER TRANSMISSION MAIN
WITHIN THE VILLAGE OF LONG GROVE

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGES OF KILDEER
AND LONG GROVE
GRANTING AN EASEMENT FOR
INSTALLATION AND MAINTENANCE OF
A SANITARY SEWER TRANSMISSION MAIN
WITHIN THE VILLAGE OF LONG GROVE

THIS AGREEMENT, made and entered into this 13th day of August, 1997,
by and between the VILLAGE OF KILDEER, an Illinois municipal corporation, ("Kildeer")
and the VILLAGE OF LONG GROVE, an Illinois municipal corporation, ("Long Grove"),

WITNESSETH:

WHEREAS, Kildeer is constructing a sanitary sewage transmission main from
its sewage collection system which presently serves Kildeer Glen and Prestonfield
subdivisions to the County of Lake's 24" sewer interceptor, which is located west of
Fremont Way and Route 53 within Long Grove, a portion of which sewage
transmission main, and related structures and appurtenances, will lie within the
municipal limits of Long Grove, principally within the Long Grove Road and Route 53
right-of-way; and

WHEREAS, Long Grove Road is within the jurisdiction of Long Grove and Route
53 is within the jurisdiction of the Illinois Department of Transportation ("IDOT"); and

WHEREAS, Long Grove and Kildeer desire to establish terms and conditions for

the construction and maintenance of said portion of the sewage transmission main, in an effort to ensure the health and safety of Long Grove residents affected by the project and to protect the Long Grove Road environment from adverse impact from the project;

WHEREAS, Kildeer desires to construct a force main from Kildeer Glen along Long Grove Road to a point which is approximately 500 feet east of Old Hicks Road and from that point to construct a not less than 18-inch gravity sewer to the County of Lake's 24-inch interceptor sewer at Fremont Way and Route 53;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and other applicable authority, Kildeer and Long Grove hereby agree as follows:

1. Recitals. The foregoing recitals are by this reference incorporated herein as substantive provisions of this Agreement.
2. Grant of Easement. Long Grove hereby grants to Kildeer a perpetual easement 10 feet in width, 5 feet on either side of the centerline¹ of the east bound lane of Long Grove Road and appurtenances described herein and legally described on Exhibit A, attached hereto and incorporated by reference herein (the

¹THE CENTERLINE OF THE EASEMENT IS TO RUN ALONG THE CENTER OF THE EASTBOUND LANE OF LONG GROVE ROAD FROM THE KILDEER MUNICIPAL LIMITS TO ROUTE 53.

"Property"), and a temporary construction easement over the existing paved portion of the Long Grove Road right-of-way and that portion of the right-of-way 5 feet south of the edge of pavement within Long Grove, to construct and maintain (said activities hereinafter collectively referred to as "installation") a subsurface sanitary sewer force main, together with attachments, equipment, structures, and appurtenances thereto as reasonably necessary (said force main, attachments, equipment, structures, and appurtenances hereinafter collectively referred to as the "Pipeline"), as depicted on Exhibit B.

- a. The duration of the temporary construction easement for initial construction shall begin 5 days prior to the commencement of construction, and continue through construction and restoration, until the guarantee period set forth in Subsection 3(z) expires.
 - b. The duration of the temporary construction easement for subsequent maintenance or repairs shall begin 5 days prior to the commencement of construction and continue through construction and any required restoration; provided that any such maintenance or repairs shall be done with reasonable diligence.
 - c. The temporary construction easement shall also permit Kildeer to go upon other portions of the right-of-way when necessary to replace culverts or restore any inadvertently damaged shoulders.
3. Terms and Conditions of Construction. Kildeer agrees that the installation of the Pipeline, and any subsequent modifications or repair of the Pipeline, shall

be undertaken in accordance with the following terms and conditions:

- a. General Standard. The final engineering plans and specifications shall be furnished to the Long Grove Village Engineer and shall be reviewed and approved by the IEPA. ("Approved Plans") The Village of Long Grove shall review and approve final specifications for the restoration of Long Grove Road and the right-of-way. All work shall be performed in a good and workmanlike manner, and with due care and so as not to interfere with, damage, or harm the Property or any adjacent property owned by or under the jurisdiction of Long Grove. The Pipeline shall be installed in accordance with the Approved Plans.
- b. Engineering Plans and Specifications. The Approved Plans shall be designed to minimize disruption of the Long Grove Road right-of-way, minimize traffic disruption, minimize disruption to vegetation in the vicinity, and to provide the minimum impact possible upon Long Grove and its citizens.
- c. Design Standard/Reservation. Kildeer shall reserve 900 PE capacity for Long Grove in the not less than 18-inch gravity sewer, but shall not be required to reserve in excess of 900 P.E. Kildeer shall size the sewer, pump, impeller, and associated equipment and apparatus sufficiently to accommodate the 900 PE reserved for Long Grove. All costs associated with Long Grove's physical connection to the gravity sewer shall be borne by Long Grove. In addition, Long Grove must reimburse Kildeer for its actual reasonable costs of inspection associated with any such connection by Long Grove, and obtain a permit from Kildeer prior to any such connection, and such permit shall not be unreasonably withheld or delayed.
- d. Route 53. Construction along Route 53 shall be within 10 feet of the edge of the pavement surface to minimize any disruption of the mature vegetation as reflected in the letter from IDOT dated November 3, 1995, attached hereto as Exhibit C. All construction along Route 53 shall be in compliance with the standards and direction of the State of Illinois and IDOT.
- e. Type of Pipeline. The Pipeline installed in the Long Grove Road right-of-way shall be a force main in accordance with the standards set forth on Exhibit D. Kildeer shall connect the force main into a not less than 18-inch gravity sewer to be installed by it from approximately Old Hicks Road to Fremont Way.

- f. Storage of Pipe. Pipe materials shall not be stored on the Property or the construction easement (hereafter referred to collectively as "construction area") for more than 8 hours in any day. Unused pipe materials shall be removed from the construction area at the end of each work day.
- g. Staging Area. No staging area shall be located inside Long Grove's boundaries.
- h. Construction Traffic. All construction vehicles and vehicles carrying materials or equipment to or from the Property during the initial installation or any subsequent repair of the Pipeline shall travel via Route 53 or Long Grove Road.
- i. Traffic Management. Kildeer shall provide all required traffic management and control devices, equipment, and personnel required for proper and safe installation of the Pipeline in accordance with Standard Specifications for Road and Bridge Construction, January 1, 1997, and all subsequent amendments, Illinois Department of Transportation (Section 700), and all other applicable federal and state laws, rules, and regulations. Kildeer shall provide to Long Grove, no fewer than 14 days before commencement of the initial installation, and no fewer than 7 days before commencement of any major subsequent repair of the Pipeline, a plan for management of traffic during installation or repair within the Long Grove Road right-of-way. For minor repairs or emergency repairs, Kildeer shall give notice as is reasonably practicable to Long Grove, prior to the commencement of such repairs. Kildeer shall cause at least one lane of traffic to be maintained on Long Grove Road within Long Grove at all times for use by neighboring residents and emergency vehicles, except for temporary interruptions caused during mobile operations discussed in Section 3 (H)-1. Kildeer also shall cause temporary access to be maintained to each residence currently having access from Long Grove Road within Long Grove, and shall not obstruct such access at any time, except for a period of time not exceeding 24 hours for installation of the Pipeline at the point of such access. Both lanes of Long Grove Road within Long Grove shall be open to traffic at the end of each day; provided that up to 1,000 feet of one lane may remain closed at any given time. At all times when a portion of the Long Grove Road lane is so closed, the construction area shall be protected by portable temporary traffic lights or other suitable warning devices to regulate traffic and limit traffic on the available open lane to one direction at a time. Kildeer give prior notice to local residents within Long Grove at those locations where the lane is temporarily closed.

- j. Working Hours. Working hours shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday (excluding Sunday and holidays). Equipment shall not be operated at any other times without the permission of Long Grove except in the event of emergency.
- k. Removal of Spoil. Excavated materials shall be promptly removed from the construction area.
- l. Mobile Operations. The contractor shall maintain complete mobility in his installation and restoration operations. No materials shall be distributed along the route of construction for more than 8 hours in any day. All materials, pipe, fittings, stone aggregate, trench backfill, precast structures, bituminous patching materials, etc., shall be brought as needed to complete each day's work operations. Excavated materials shall be promptly loaded and hauled from the construction site daily. The construction location shall be confined to a minimal area and the length of the trench opened shall be limited to 75 feet. Temporary restoration work shall proceed promptly behind the pipelaying operation. The work area shall be cleaned after each day's work. Previously disturbed areas of Long Grove Road shall be open to two lane traffic at the end of each day. Only the excavating machine shall be allowed to remain overnight at the immediate construction site.
- m. Parking. All parking of workers' automobiles within Long Grove shall be located only at a pre-determined parking area mutually acceptable to Long Grove and Kildeer.
- n. Drainage; Erosion Control. Roadway ditches shall be maintained and unobstructed during construction. Adequate provisions for erosion control shall be made along the construction route and drainage and erosion control measures shall be incorporated in the Approved Plans.
- o. School Bus and Mail Service. Kildeer shall provide for the coordination of school bus service along Long Grove Road in Long Grove in a manner satisfactory to the applicable school district. Mail service shall be maintained to all residents along Long Grove Road in Long Grove.
- p. Vegetation. Prior to commencement of construction, Kildeer shall provide to Long Grove a current videotape depicting the existing vegetation along the Long Grove Road right-of-way within Long Grove. Since construction operations are confined to the construction area, damage to or trimming of vegetation should be minimal. Tree cutting and trimming shall be limited to those trees specifically identified in the

Approved Plans or as reasonably necessary for construction in the construction area as reviewed and approved by Long Grove's observer. Replacement of trees and bushes removed or destroyed shall be on a one-to-one basis, with like-kind species, or other native species, approved by Long Grove. The right-of-way immediately after completion of initial construction or subsequent repairs shall be restored to a condition as good or better than existed prior to the construction or repair including, but not limited to, roadbed, road surface, and landscape restoration.

- q. Contract Provisions. Kildeer shall include, in every contract for installation work in the Long Grove right-of-way, terms binding on the contractor for protection of existing trees. Such terms shall provide that all required trimming of overhanging branches and necessary removal of trees shall be accomplished under Long Grove's supervision, as reviewed and approved by Long Grove's observer. Kildeer at all times and under all circumstances shall cause its contractors to position and operate all construction equipment to avoid unnecessary trimming of or damage to trees.
- r. Compliance with OSHA Regulations. All work performed shall conform to all applicable OSHA regulations.
- s. Length of Excavation. Not more than 75 feet shall be excavated and open at one time, except for bona fide emergencies.
- t. Barricades. All open excavations shall be protected with lighted barricades at the end of each work day. Barricades, warning signs, and lights shall be erected and maintained throughout the construction zone, in accordance with IDOT standards.
- u. Signage. All signage and traffic control devices shall conform with IDOT standards.
- v. Cleaning. The existing pavement shall be kept reasonably clean of mud, and shall be cleaned of mud at the end of each work day.
- w. Debris, Litter, and Construction Materials. All debris and construction materials shall be cleared from existing pavement at the end of each work day. Suitable waste disposal containers shall be properly maintained at the construction site.
- x. Culverts. All culverts across public roads which are removed during

construction shall be replaced in their entirety with reinforced concrete pipe, ASTM C-76, Class IV, and shall include precast reinforced concrete end sections. All other culverts across private property which must be replaced shall be replaced with like-kind culverts of equal or better quality.

- y. Roadway Restoration. For the initial construction or any subsequent repair, the following standards shall govern and apply:
- i. Trench backfill shall be FA-6 granular material limited to sand, compacted by water jetting, from one foot above the pipe to immediately below the reconstructed road bed.
 - ii. Deteriorated pavement at trench edges shall be sawcut and removed.
 - iii. A minimum of 6 inches of stabilized base course (BAM) shall be placed in the top of the trench, flush with the surface of the existing pavement. Placement of the BAM shall keep pace with the pipe-laying operation so that no more than a 1,750 feet gap is maintained at all times.
 - iv. Upon completion of the Pipeline within Long Grove, as soon as practicable, Long Grove Road (within the limits of Long Grove) shall be overlaid over its entire width with reflective crack control treatment (petromat), and a 2-inch asphalt surface course; provided that a 6-inch BAM bituminous base shall be installed in excavated areas beneath the overlay.
 - v. The centerline of Long Grove Road within Long Grove shall be marked with IDOT thermoplastic double yellow markings.
 - vi. Upon completion of any subsequent repair within the Long Grove portion of Long Grove Road, all deteriorated pavement shall be sawcut and removed, and replaced with bituminous binder to a depth of at least 4 inches (but in no case less than 2 inches thicker than the existing adjacent asphalt) and a 2-inch asphalt surface course.
 - vii. At all intersections with other streets along Long Grove Road within Long Grove repaving must be done with butt joints.
- z. Guarantee. Kildeer shall promptly repair, at its expense, any surface or

base failure in Long Grove Road within Long Grove for a period of three years after initial construction of the Pipeline is completed, resulting from defective design, construction, workmanship, or materials of the Pipeline or the reconstructed road.

- aa. Repaving After Subsequent Repairs. All roadway removed or damaged during subsequent repairs of the Pipeline shall be repaved with bituminous binder, and surface courses, both of which shall extend across the entire pavement width of Long Grove Road, unless waived by the Long Grove Village Engineer, which waiver shall not be unreasonably withheld.
- bb. General Restoration and Inspection Standard. After each installation of the Pipeline within the Long Grove Road right-of-way in Long Grove, Kildeer shall promptly restore the Property to a condition as good as or better than existing before said construction, including replacing and grading any topsoil removed during installation. Long Grove shall have the right to have one resident observer on the job site during working hours to inspect all construction and restoration work within the Long Grove Road right-of-way in Long Grove. The actual costs for such observation work shall be repaid by Kildeer in an amount not to exceed \$55.00 per hour of such resident inspector's time, or such higher rate, as is in effect for the Village Engineer for services of this type, but such rate shall not unreasonably increase over \$55.00 per hour as set forth in this Agreement, but not to exceed 4 hours per day and only on days construction activity occurs. Kildeer's contractor shall be required by Kildeer to advise the observer so that the observer is apprized of those days construction activity will occur.
- cc. Driveway Restoration. Driveways shall be restored with like materials. All pavements to be restored shall be finished to straight saw-cut lines.
- dd. Seeding. Any roadway shoulder and ditch restoration within the construction area shall include placement of not less than four inches of black topsoil and a prairie flower seed mix approved by Long Grove with a cover crop of oats, as set forth on Exhibit E.
- ee. Notice Before Final Inspection. Kildeer shall notify Long Grove at least 5 days in advance of any final inspection by Kildeer of construction work within the Long Grove Road right-of-way in Long Grove by the general contractor. Long Grove may attend any such final inspection, and for a five day period thereafter, provide comments to Kildeer regarding all work undertaken by such general contractor. Kildeer shall incorporate,

in its final punch list for the general contractor, those items identified by Long Grove that are required to be completed pursuant to the applicable contract. Both parties shall exercise good faith to prepare a reasonable and complete punch list for the general contractor, which must be substantially completed prior to final payment to the general contractor. Notwithstanding the foregoing, this Section shall not preclude Long Grove after the 5 day period from bringing defects to the attention of Kildeer during the three year guarantee period.

- ff. Contract Terms; Remedies. Kildeer shall include, in every contract and the plans therefor for installation and any subsequent repair or maintenance work in the Long Grove Road right-of-way in Long Grove, terms binding on the contractor, requiring compliance with the engineering/construction terms of this Easement Agreement, and specific remedies against the contractor in the event of a breach or default by the contractor of such terms. Kildeer also shall include in each such contract terms requiring that, once construction operations begin in the Long Grove Road right-of-way in Long Grove, the contractor shall continuously prosecute all work within the Long Grove Road right-of-way in Long Grove to its completion. Kildeer also shall include in each such contract terms requiring that, in the event the contractor fails to perform the work in a timely fashion, Kildeer shall have the option, upon written notice to the contractor, to proceed to prosecute such work as may be deemed necessary by Kildeer and deduct the cost therefor from the compensation due to the contractor under such contract. Kildeer shall provide to Long Grove one copy of each such contract, and any such notice.
- gg. Communications. Kildeer shall keep Long Grove, the Lake County Sheriff's Office, and relevant fire districts informed of the status of the installation of the Pipeline within the Long Grove Road right-of-way in Long Grove on a regular basis, and shall, upon Long Grove's request, meet with Long Grove officials at mutually convenient times. All required notices and communications shall be in writing to the Long Grove Village Manager. Long Grove shall be given sufficient prior notice of any preconstruction or construction meetings so that a Long Grove representative may attend any and all such meetings.
4. Professional Expenses. Kildeer shall reimburse Long Grove for all professional expenses, which are reasonably necessary and which are incurred during the actual construction activities or any subsequent repairs, in accordance with generally applicable ordinances in effect from time to time within the Village of Long Grove. For example, during initial installation, the Village Engineer may have to inspect or review matters outside of the domain of the resident

observer. Kildeer shall be responsible for these expenses, in accordance with the normal Long Grove municipal fee schedule of the professional so utilized.

5. Permits, Licenses, and Approvals. A Long Grove permit shall be required for the initial construction in the Long Grove Road right-of-way in Long Grove, and for any subsequent repair that involves construction or excavation. No fee shall be required for any such permit. The Approved Plans and a schedule of construction shall be submitted at the time of permit application. The issuance of permits shall not be unreasonably withheld or delayed.
6. Plans and Specifications. Kildeer agrees to construct the Pipeline in substantial accordance with the Approved Plans. Kildeer shall provide Long Grove with a copy of the "as-built" drawings relating thereto promptly after such drawings are available to Kildeer. Kildeer shall immediately notify Long Grove's designated field representative, Village Engineer Bleck Engineering Company, through the Village Manager, of any material change to the Approved Plans necessitated by field conditions or otherwise. No material changes to the Approved Plans shall be permitted without the consent of Long Grove's designated field representative, which consent shall not be unreasonably withheld or delayed. For the purpose of this Section, material changes shall include any changes in alignment of the force main or the construction of any additional structures not specified on the Approved Plans.
7. Indemnification. Kildeer undertakes and agrees to indemnify, and hold harmless Long Grove for and against any and all damages, claims, demands, actions, causes of action, judgments, losses, or liabilities arising out of the installation, construction, operation, maintenance, or repair of the Pipeline, or otherwise relating to this Agreement. As to any such claim, Long Grove shall not offer or enter into a settlement of any claim, demand, action, cause of action, judgment, or liability without the prior express written approval of such settlement by Kildeer. In the event Long Grove shall be named as a defendant in any litigation filed, and in the event such litigation and its potential exposure to Long Grove, and, therefore, the interests of Kildeer, shall be subject to the provisions of this Indemnification provision, Kildeer and Long Grove shall mutually designate and retain counsel to defend and represent Long Grove in such litigation, at Kildeer's sole cost. Should it become necessary for the purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this agreement, for Long Grove to incur any expenses or be obligated to pay any attorney fees or court costs, Kildeer agrees to reimburse Long Grove for any such expenses, including reasonable attorney fees or costs, within forty-five (45) days after receipt of written notice from Long Grove of the incurring of such expenses, attorney fees, or costs. Kildeer may compromise any money

damage claim, subject to the prior review and approval of the Village of Long Grove, which shall not be unreasonably withheld.

8. Connections within Long Grove Subarea. Kildeer has not agreed to and shall not allow any property within the Village of Long Grove sewer subarea², as that area is described in Exhibit F, attached hereto and incorporated by reference herein, or within the territorial limits of Long Grove as it exists from time to time, to be connected to the Pipeline without the prior written consent of Long Grove. If Kildeer violates the terms of this Section 8, then Kildeer shall pay all costs incurred by Long Grove in enforcing the terms of this Section 8. The parties understand and agree that the terms of this Section shall be subject to an action for equitable relief, since monetary damages would not be adequate.
9. Consideration. In consideration of the rights granted herein, Kildeer shall pay Long Grove \$207,000; 1/2 to be paid at time of execution of this Agreement and the other 1/2 to be paid prior to the commencement of construction within the easement within Long Grove.
10. Letter of Credit. During the initial construction until the project is accepted by Kildeer, or for one year, whichever period is longer, Kildeer shall post with Long Grove a letter of credit in the form set forth on Exhibit G in the amount of \$100,000.00 as security for the performance by Kildeer of all of its obligations under this Agreement.
11. Rights and Remedies. This Easement Agreement may be enforced by either party by an action at law or in equity, and the parties agree that this Easement Agreement may be enforced by injunctive relief, as an action for damages alone shall not provide adequate relief for the breach thereof.
12. Prior Notice. Kildeer shall give Long Grove 14 days' prior written notice before initial installation, or any subsequent repair, except in the case of a bona fide emergency. In the case of a bona fide emergency, Kildeer shall give such notice as is reasonably possible.
13. Recordation. Long Grove shall cause this Agreement to be recorded with the Recorder of Deeds for Lake County, Illinois.
14. Modifications or Amendments. No modification, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless

²This paragraph shall not apply to Kildeer Glen Subdivision, which is located in Kildeer, nor to the west 900 feet of PIN 14-14-400-001. Both parcels are cross-hatched on Exhibit F.

reduced to writing and approved and executed by both parties hereto.

15. Binding Effect. All rights, interests, privileges, and benefits herein granted and conveyed and all burdens hereby imposed and shall be binding upon and inure to the benefit of the parties hereto, and their respective grantees, successors, assigns, and legal representatives.
16. Attorneys' Fees. In the event of litigation to enforce the terms of this Easement Agreement, the party who substantially prevails shall be entitled to an award of reasonable attorneys' fees against the other party.
17. No Assignment. Neither this Easement Agreement, nor the easement granted herein, shall be assigned by either party, unless approved by both parties.
18. Ownership. Kildeer shall own, maintain, and keep in good repair the Pipeline as well as the not less than 18-inch gravity sewer to be constructed between Old Hicks Road and Fremont Way and shall not convey the same to any other entity. Kildeer shall take no action which would jeopardize or delimit the 900 PE it has agreed to reserve in the sewer for Long Grove.
19. Entire Agreement. This Easement Agreement sets forth all of the agreements, conditions, and understandings between the parties hereto concerning the Property and there are no covenants, promises, agreements, conditions, or understandings heretofore made, either oral or written, between them other than as set forth herein, provided however that the boundary agreement between the parties, which is attached hereto as Exhibit H, is an integral portion of this Agreement and is hereby expressly incorporated herein.
20. Waiver of right to contest. The parties hereto shall not assert the invalidity or unenforceability of, or contest the validity or enforceability of, any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day, month, and year first written above.

VILLAGE OF KILDEER

By: Barbara Schuchert
Village President

ATTEST:

Pam McHenry
Village Clerk

VILLAGE OF LONG GROVE

By: Lenora Simmons
Village President

ATTEST:

Wibe Beck
Village Clerk

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT

LONG GROVE RD SANITARY SEWER EASEMENT

A 10.00 FOOT PERPETUAL EASEMENT FOR SANITARY SEWER PURPOSES OVER, UNDER AND ACROSS THE SOUTHEAST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 35, AND THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS. THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREES 30 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 514.77 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 53 SECONDS 115.17 FEET TO THE NORTHEASTERLY LINE OF ILLINOIS ROUTE 53 AS DEPICTED AS PROPOSED RIGHT OF LINE PER DOCUMENT 3677902 RECORDED MAY 26, 1996 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 76 DEGREES 39 MINUTES 53 SECONDS WEST 449.23 FEET TO A POINT 5 FEET SOUTHERLY OF THE CENTERLINE OF EXISTING PAVEMENT OF LONG GROVE ROAD; THENCE CONTINUING ALONG A LINE 5 FEET SOUTHERLY OF SAID PAVEMENT CENTERLINE THE REMAINING 8 COURSES; THENCE CONTINUING SOUTH 76 DEGREES 39 MINUTES 53 SECONDS WEST 723.65 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTH, RADIUS 4635.87 FEET, CENTRAL ANGLE 06 DEGREES 15 MINUTES 53 SECONDS, 506.90 FEET; THENCE SOUTH 70 DEGREES 23 MINUTES 59 SECONDS WEST ALONG TANGENT 184.16 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTH, RADIUS 4420.47 FEET, CENTRAL ANGLE 04 DEGREES 45 MINUTES 33 SECONDS 367.18 FEET; THENCE SOUTH 75 DEGREES 09 MINUTES 32 SECONDS WEST ALONG TANGENT 310.87 FEET, THENCE WESTERLY ALONG A TANGENTIAL CURVE CONCAVE SOUTH, RADIUS 9816.24 FEET, CENTRAL ANGLE 01 DEGREES 40 MINUTES 38 SECONDS 287.35 FEET; THENCE SOUTH 73 DEGREES 28 MINUTES 54 SECONDS WEST 541.84 FEET; THENCE SOUTH 72 DEGREES 53 MINUTES 04 SECONDS WEST 310.79 FEET TO THE WESTERLY LINE OF KILDEER GLEN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11 1988 AS DOCUMENT NO. 2663843, BEING ALSO THE WESTERLY LIMITS OF THE VILLAGE OF LONG GROVE, AND SAID CENTERLINE THERE TERMINATING.

THE SIDE LINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE AT THE AFOREMENTIONED NORTHEASTERLY LINE OF ILLINOIS ROUTE 53 AND WEST LINE OF KILDEER GLEN SUBDIVISION.

8550.050 SANITARY SEWER. LEGAL

DRAFT July 16, 1997

EXHIBIT B
DRAWING OF SEWER LINE FROM KILDEER GLEN
TO FREMONT WAY

DRAFT July 16, 1997

EXHIBIT C
IDOT 11/3/95 LETTER



Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

BUREAU OF DESIGN

Pending File No. 96-3261

Lake County Public Works

IL Route 53 from Long Grove Road to Robert Coffin Drive

Sanitary Sewer

Lake County

November 3, 1995

Mr. Jim Crowley
Gewalt Hamilton Associates, Inc.
3100 Dundee Road, Suite 404
Northbrook, IL 60062

RECEIVED
NOV 03 1995

Dear Mr. Crowley:

In reference to the above mentioned permit application, IDOT has the following comments from the meeting on Wednesday, October 25, 1995.

- Lake County Public Works shall be permittee for permit.
- Tree removal is a major concern. Before any removal of trees, IDOT must receive a letter from the Village of Long Grove giving permission for their removal. Then IDOT would review and recommend replacements.
- IDOT's policy is for all utility installations to be within eight (8) feet of the ROW line. Since we feel tree removal will not be allowed, IDOT will waive this policy for this permit.
- Tight sheeting or other approved protection shall be required whenever excavation is within ten (10) feet from the edge of pavement.
- IDOT has a public improvement that is active in this area. Permittee will not be able to begin until IDOT has finished. The approximate date is August 1, 1996.
- Daily lane closures will only be allowed between 9:00 a.m. to 3:30 p.m.
- Where is the pumping station to be located? On IDOT right of way?

- All roadway crossings shall be placed by the auger and jack method, perpendicular to the roadway. The steel casing shall extend a minimum of ten (10) feet from each side of the roadway.
- IDOT's public improvement will consist of some ditching changes. Therefore, the sanitary sewer must be placed outside of all drainage ditch lines. A set of plans was provided to you to show these locations.
- Please provide cross sections showing the location of the sanitary sewer in relation to the ditches.

Should you have any questions concerning this matter, please contact our Water and Sewer Engineer, Mr. Howard B. Ray, at (708) 705-4578.

Very truly yours,

Duane P. Carlson, P.E.
District Engineer

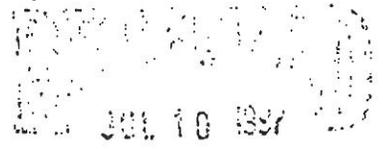
By: 
Daniel R. Ehart, P.E.
Project Support Engineer

DRE:HBR

cc: Ms. Ann Gindler - Bureau of Construction

DRAFT July 16, 1997

EXHIBIT D
PIPELINE SPECIFICATIONS



**PRESTONFIELD WASTEWATER TREATMENT PLANT
REPLACEMENT PIPELINE TO LAKE COUNTY INTERCEPTOR**

THE KILDEER SOUTH DISTRICT FORCE MAIN MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) SDR 18, C900 WATERMAIN CLASS PIPE, HIGH DENSITY POLYETHYLENE (HDPE) SDR14 OR ANOTHER WATERMAIN CLASS MATERIAL. THE GRAVITY SEWER SHALL BE PVC, SDR 26.

THE FORCE MAIN AND SEWER MATERIALS SHALL BE SUITABLE FOR LOCAL CONDITIONS SUCH AS CHARACTER OF WASTES, POSSIBLE SEPTICITY, SOIL CHARACTERISTICS, HEAVY EXTERNAL LOADINGS, AND ABRASION. THE SEWER AND FORCE MAIN SHALL BE DESIGNED AND INSTALLED TO PREVENT DAMAGE FROM SUPERIMPOSED LOADS AND BE APPROVED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE LAKE COUNTY PUBLIC WORKS DEPARTMENT

THE GRAVITY SEWER SHALL BE AT LEAST 18 INCH INTERNAL DIAMETER. THE FORCEMAIN WILL BE 8 INCH INTERNAL DIAMETER.

THE FORCE MAIN PIPE SHALL BE INSTALLED TO A DEPTH SO THAT A MINIMUM OF 6 FEET OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED. DEPTH OF GRAVITY SEWER WILL VARY DEPENDING ON SLOPE AND GROUND ELEVATION FROM OLD HICKS ROAD TO FREMONT WAY.

**LONG TERM FUTURE CONNECTIONS TO LAKE COUNTY INTERCEPTOR
(IF NECESSARY)**

THE FORCE MAIN AND SEWER MATERIALS SHALL BE SUITABLE FOR LOCAL CONDITIONS SUCH AS CHARACTER OF WASTES, POSSIBLE SEPTICITY, SOIL CHARACTERISTICS, HEAVY EXTERNAL LOADINGS, AND ABRASION. THE SEWER AND FORCE MAIN SHALL BE DESIGNED AND INSTALLED TO PREVENT DAMAGE FROM SUPERIMPOSED LOADS AND BE APPROVED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE LAKE COUNTY PUBLIC WORKS DEPARTMENT

ANY FUTURE FORCEMAIN SHALL NOT EXCEED 12 INCH INTERNAL DIAMETER.
ANY FUTURE GRAVITY SEWER SHALL NOT EXCEED 24 INCH INTERNAL DIAMETER.

EXHIBIT E
SEED MIX FOR RESTORATION

12. Shoulders: Earthen shoulders shall be placed adjacent to and on each side of all roadways. Shoulder widths to each side of said roadway shall be eight feet (8') wide on collector streets and minor streets. All shoulders shall slope away from the pavement edge at a rate of one-half inch ($\frac{1}{2}$ "') per foot (1') and three inches (3") top soil and low profile prairie/xeric seed shall be installed according to the specifications provided herein from the edge of the pavement to the top of the back slope. The seeding shall be installed after the binder course or A-3 seal coat has been installed. The composition of the low profile prairie/xeric seed is as follows:

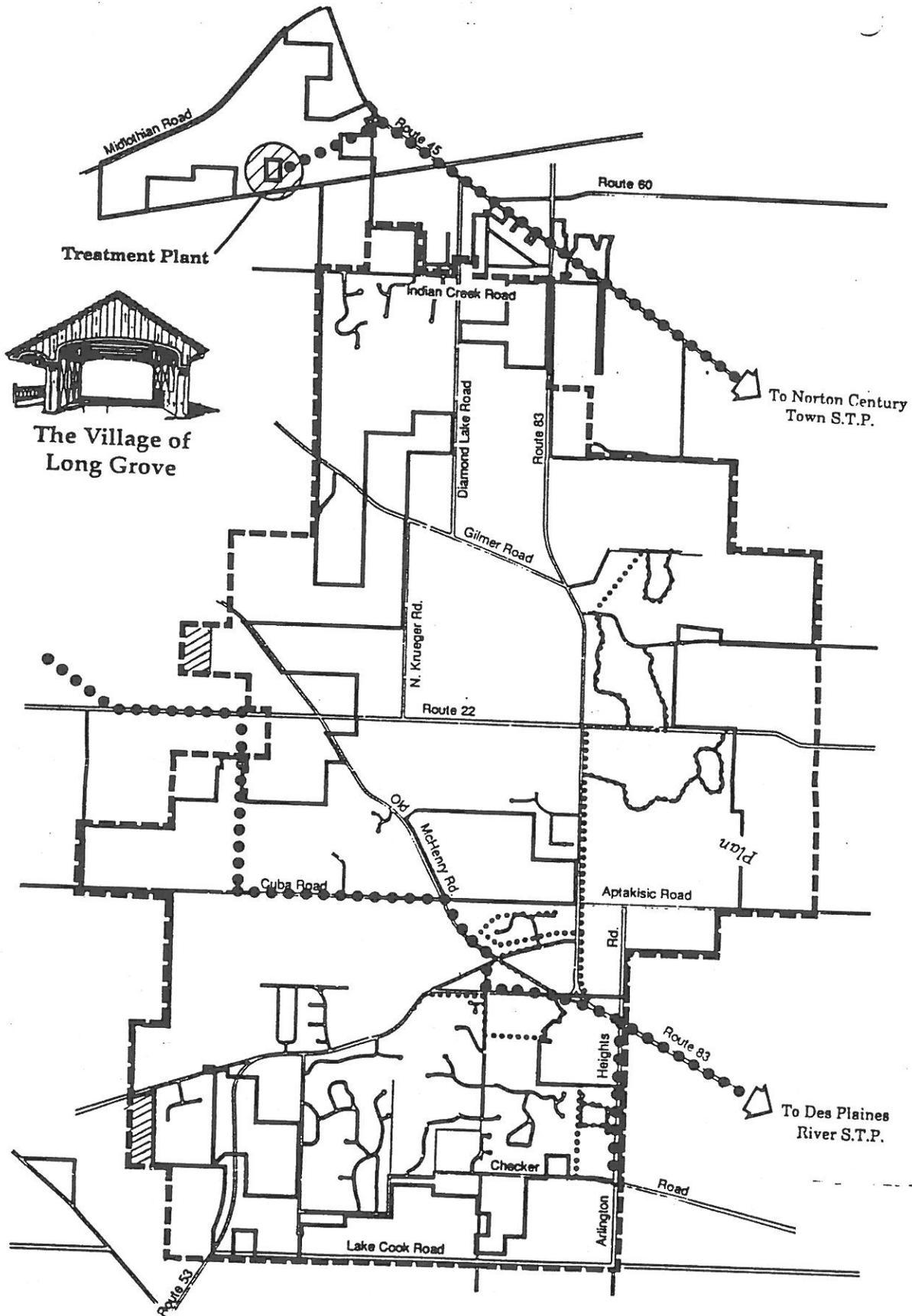
80 lbs. of grass per acre:

1. 5 lbs. Little Blue Stem.
2. 5 lbs. Side Oats Grama Grass.
3. 1 lb. Prairie Wild Rye.
4. 1/8 lb. Prairie Dropseed.
5. 4 lbs. Buffalo Grass.
6. 5 lbs. Blue Grama Grass.
7. 1/8 lb. Porcupine Grass.
8. 1/8 lb. June Grass.
9. 1 lb. Switch Grass.
10. 20 lbs. Del Ray Perennial Rye.
11. 20 lbs. Western Wheat Grass.
12. 20 lbs. Scaldis Hard Fescus.

The low profile/xeric seed shall only be planted between the periods of May 15 to July 15, and October 15 to November 15. In erosion areas, blankets shall be used to minimize or eliminate erosion. Fertilization of the prairie/xeric grass is discouraged. No fertilization shall be utilized other than fertilizers which contained 0-46-0 mixture. The low profile prairie/xeric formula shall not be altered. The subdivider/developer shall certify in writing that the low profile prairie/xeric seed has been installed in accordance with the requirements of this Section. (Ord. 85-0-19, 9-24-85)

DRAFT July 16, 1997

EXHIBIT F
LONG GROVE SEWER SUBAREA



- Existing Lake County Interceptor Sewer
- Lake County Local Sewer
- Subarea Boundary

Map 9.1

LONG GROVE SEWER SUBAREA

DRAFT July 16, 1997

EXHIBIT G
LETTER OF CREDIT FORMAT

(Issuer's Letterhead)

IRREVOCABLE LETTER OF CREDIT _____¹

Date: _____²
Amount: \$100,000.00
Expiration Date:³

Applicant:

Name: Village of Kildeer
Address: 22049 Chestnut Ridge
Kildeer, Illinois 60047

BENEFICIARY:
Village of Long Grove
Box 3110 RFD
Long Grove, Illinois 60047

Dear Sir:

The undersigned Bank hereby establishes in your favor our Irrevocable Letter of Credit No. _____⁴ which is available for negotiation of your draft at sight, drawn on _____⁵, bearing the clause: "Drawn under _____⁶, Irrevocable Credit No. _____⁷," and accompanied by:

Your officially signed statement:

1. The applicant, Village of Kildeer, has failed to comply with its obligations, pursuant to the INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF KILDEER AND LONG GROVE GRANTING AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF A SANITARY SEWER TRANSMISSION MAIN WITHIN THE VILLAGE OF LONG GROVE executed on _____/1997, (hereinafter "AGREEMENT"), and Kildeer has failed to cure the noncompliance within thirty days after having received notice from the Village of Long Grove of noncompliance, and/or
2. This letter of credit will expire within thirty-five days or less and the Village of Long Grove has not received a renewal letter of credit, and/or
3. The Village of Kildeer has not paid, or caused to be paid within forty-five days of the date when billed by the Village of Long Grove, professional expenses incurred by the Village relating to the AGREEMENT, and/or
4. The Village has received written notice that this letter of credit is to expire, and

no replacement letter of credit in form satisfactory to the Village of Long Grove has been received by it on or before fifteen days prior to the expiration of this letter of credit.

Notwithstanding the expiration date stated above, this Letter of Credit shall continue in full force and effect and shall not expire unless and until the Village has been given written notice by certified mail, return receipt requested, that the Letter of Credit is about to expire. The Letter of Credit shall thereafter expire 35 days after said notice, but no sooner than the above described expiration date, provided further that in no event shall the letter of credit expire until Kildeer gives written notice to the issuer that the initial installation required by the AGREEMENT has been completed, and final payment has been made to the general contractor.

The undersigned, _____,⁸ hereby undertakes and engages that all demands made in conformity with this Irrevocable Letter of Credit will be duly honored upon presentation. If, within 3 business days of the date any demand made in conformity with this irrevocable Letter of Credit is presented, the undersigned _____,⁹ fails to honor the same (unless legally precluded from doing so), we agree to pay all attorney's fees, court costs, and other expenses incurred by the Village of Long Grove in enforcing the terms of this Letter of Credit.

The amount of this Letter of Credit may be reduced from time to time prior to expiration at the request of the applicant, upon presentation of the Village of Long Grove's officially signed consent thereto.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted within the terms of this credit will be duly honored at maturity. The amount of each draft must be endorsed on the reverse of this credit by the negotiating bank.

Any action to enforce or otherwise relating to this letter of credit shall be brought in Lake County, Illinois, and Illinois law shall govern.

Very truly yours,

10

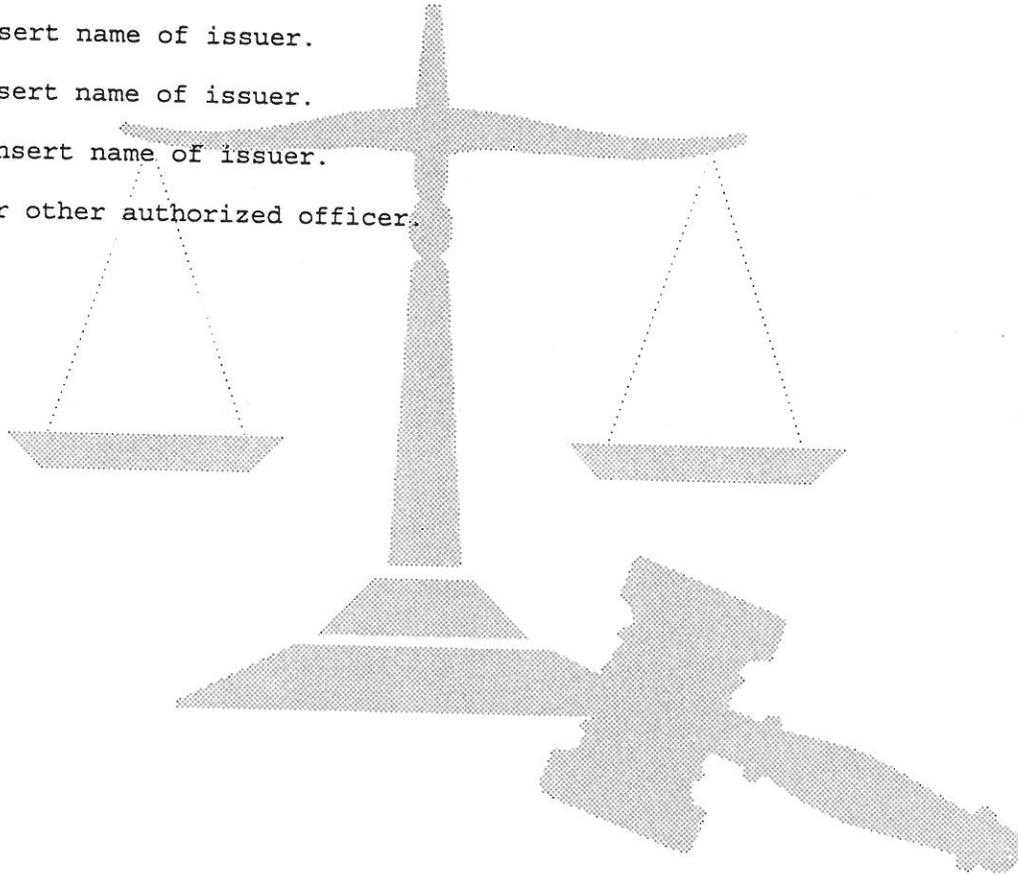
By: _____
President¹¹

ATTEST:

By: _____
Secretary

CORPORATE SEAL

1. Insert letter of credit number (optional).
2. Insert date of issuance.
3. The letter of credit shall be in effect during the initial construction until the project is accepted by Kildeer, or for one year, whichever period is longer.
4. Insert number.
5. Insert name of issuer.
6. Insert name of issuer.
7. Insert letter of credit number.
8. Insert name of issuer.
9. Insert name of issuer.
10. Insert name of issuer.
11. Or other authorized officer.



LAW OFFICES OF JOHN M. MULLEN
Suite 202, 14048 Petronella Drive, Libertyville, IL 60048

TEL: 847-367-7330 FAX: 847-367-8177
This memo, with attachments, consists of 1 page.

DRAFT July 16, 1997

EXHIBIT H
BOUNDARY AGREEMENT

KILDEER-LONG GROVE INTERGOVERNMENTAL BOUNDARY AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of August, 1997, by and between the VILLAGE OF KILDEER ("KILDEER"), an Illinois municipal corporation, and the VILLAGE OF LONG GROVE, an Illinois municipal corporation, ("LONG GROVE"),

WHEREAS, KILDEER and LONG GROVE share very similar municipal zoning and planning philosophies; and

WHEREAS, the Villages enjoy a community of interest in planning and zoning property in proximity to their borders; and

WHEREAS, the Villages desire to cement their positive relationship through an intergovernmental agreement to establish a boundary line; and

WHEREAS, the Illinois Constitution and Intergovernmental Cooperation Act, as well as **65 ILCS 5/11-12-9**, permit and encourage intergovernmental agreements; and

WHEREAS, KILDEER and LONG GROVE have both adopted comprehensive plans which demarcate zoning and land uses permitted within certain unincorporated areas which are located within one and one-half miles of both Villages, including those areas situated between the Villages and covered by this Agreement; and

WHEREAS, in arriving at this Agreement, the Villages have given due consideration to the natural flow of storm water drainage and have to the extent

practical included single tracts having common ownership within the jurisdiction of one corporate authority; and

WHEREAS, duly certified copies of this Agreement shall be filed with the Lake County Recorder of Deeds and shall be on file with the Village Clerks of each Village;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., 65 ILCS 5/11-12-9, and other applicable authority, KILDEER and LONG GROVE hereby agree as follows:

- I. Recitals: The foregoing recitals are by this reference incorporated herein as substantive provisions of this Agreement.
- II. Duration: This Agreement shall remain in full force and effect for 20 years from the effective date of this Agreement.
- III. Renewals: This agreement shall thereafter automatically renew for successive 20-year periods as long as KILDEER shall have located at the time of such renewal a force main sewer within the portion of Long Grove Road which is within LONG GROVE'S jurisdiction.
- IV. Boundary Line Established: The KILDEER-LONG GROVE JURISDICTIONAL BOUNDARY LINE ("Line"), as graphically depicted on Exhibit A, is hereby created for the purpose of establishing the respective jurisdictions of KILDEER and LONG GROVE for land use planning, official map purposes, subdivision

control and annexation of unincorporated territory, all as hereinafter provided. That portion of the unincorporated territory lying westerly and southerly of said boundary line shall be within the KILDEER jurisdictional area. That portion of the unincorporated territory lying easterly and northerly of said boundary line shall be within the LONG GROVE jurisdictional area.

- A. KILDEER shall not exercise any jurisdiction over any territory lying easterly or northerly of the Line.
- B. LONG GROVE shall not exercise any jurisdiction over any territory lying westerly or southerly of the Line.
- C. KILDEER agrees that it shall not exercise or attempt to exercise or enforce any subdivision control, comprehensive plan or official map jurisdiction within the LONG GROVE jurisdictional area.
- D. LONG GROVE agrees that it shall not exercise or attempt to exercise or enforce any subdivision control, comprehensive plan or official map jurisdiction within the KILDEER jurisdictional area.
- E. Both KILDEER and LONG GROVE acknowledge that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established pursuant to this Agreement was carefully studied and considered with respect to those matters heretofore set out in the recitals to this Agreement. Therefore, except as expressly provided hereinafter, the parties agree not to annex any territory to either of their respective municipalities which is located

in the other municipality's jurisdictional area.

- F. KILDEER and LONG GROVE acknowledge that the boundary line established hereinabove runs along the centerline of certain highways and that, pursuant to 65 ILCS 5/7-1-1, the annexation of any territory adjacent to any highway not already within the corporate limits of any other municipality automatically extends the boundaries of the annexing municipality to the far side of the adjacent highway. KILDEER and LONG GROVE shall each enjoy the full power provided by law to annex any territory lying within its own respective jurisdictional area, and to the extent that the provisions of 65 ILCS 5/7-1-1 would result in the automatic annexation of any portion of a highway lying within the other municipality's jurisdictional area, the provisions of this Agreement shall not bar such annexation.
- G. Notwithstanding the foregoing, either Village shall not be prohibited from annexing territory within the jurisdictional area of the other Village if said other Village gives its prior written consent thereto. Such consent shall be wholly discretionary, and may be conditioned upon receipt of such consideration, including but not limited to payment and/or the undertaking of public improvements and/or other work by the annexing Village, as said other Village deems appropriate.
- H. KILDEER and LONG GROVE agree that neither village shall annex any property which is presently annexed to the other village, even if said

property shall subsequently be disconnected and become unincorporated.

- V. Violative Annexation Void: The Villages agree that any annexation which is adopted by either Village which purports to annex territory which is located in the jurisdictional area of the other Village, except pursuant to Paragraphs III F. and G. of this Agreement, or is otherwise violative of this Agreement, shall be null and void and of no force or effect.
- VI. Rights and Remedies: This Agreement may be enforced by either party by an action at law or in equity, and the parties agree that this Agreement may be enforced by injunctive relief, as an action for damages alone will not provide adequate relief for the breach thereof.
- VII. Recordation. LONG GROVE shall cause this Agreement to be recorded with the Recorder of Deeds for Lake County, Illinois.
- VIII. Effective Date: This Agreement shall become effective after each Village adopts an ordinance approving this Agreement and the Agreement is thereafter duly executed by the Presidents and Clerks of the Villages.
- IX. Filing: Each Village Clerk of each Village shall maintain on file a duly-executed copy of this Agreement.
- X. Modifications or Amendments. No modification, amendment, change, or addition to this Agreement shall be binding upon the Villages unless reduced to writing and approved and executed by the Villages.
- XI. Binding Effect. All rights, interests, privileges, and benefits herein granted and conveyed and all burdens hereby imposed and shall be binding upon and inure

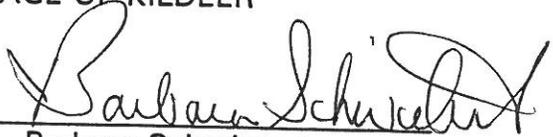
to the benefit of the parties hereto, and their respective grantees, successors, assigns, and legal representatives.

- XII. Attorneys' Fees. In the event of litigation to enforce the terms of this Agreement or otherwise relating to this Agreement, the Village who substantially prevails shall be entitled to an award of reasonable attorneys' fees against the other Village.
- XIII. No Assignment. This Agreement shall not be assigned by either Village, unless approved by both Villages.
- XIV. Entire Agreement. This Agreement sets forth all of the agreements, conditions, and understandings between the Villages hereto concerning the Line and there are no covenants, promises, agreements, conditions, or understandings heretofore made, either oral or written, between them other than as set forth herein.
- XV. No Waiver. Any act or omission by a Village that may constitute a waiver of one of its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that said Village has or may have in the future under this Agreement.
- XVI. Waiver to Contest. The parties hereto shall not assert the invalidity or unenforceability of, or contest the validity or enforceability of, any provision of this Agreement.

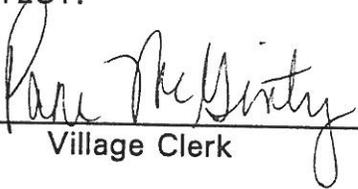
IN WITNESS WHEREOF, the Villages hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day,

month, and year first written above.

VILLAGE OF KILDEER

By: 
Barbara Schwiert
Village President

ATTEST:


Village Clerk

DRAFT July 16, 1997

VILLAGE OF LONG GROVE

By: Lenore J. Simmons
Lenore J. Simmons
Village President

ATTEST:

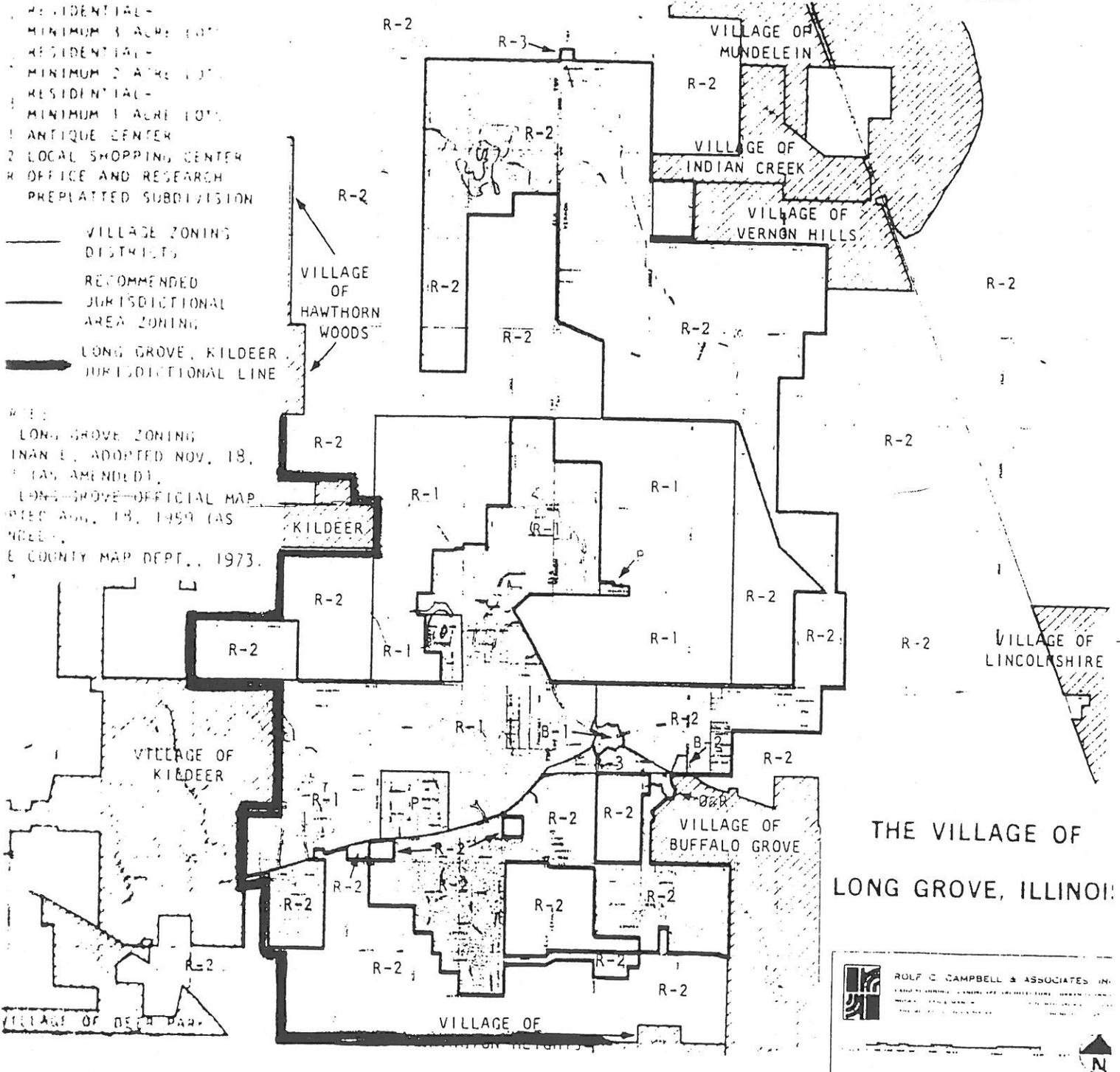
Mike Beck
Mike Beck
Village Clerk

DRAFT July 16, 1997

Exhibit A
KILDEER-LONG GROVE
JURISDICTIONAL BOUNDARY LINE

EXHIBIT A

ZONING MAP OF THE VILLAGE OF LONG GROVE AND OFFICIAL MAP OF THE VILLAGE OF LONG GROVE AND ITS JURISDICTIONAL AREA



COPY

5249670

LAKE COUNTY, IL RECORDER
05/29/2003

AMENDMENT TO INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGES OF
KILDEER AND LONG GROVE
GRANTING AN EASEMENT FOR
INSTALLATION AND MAINTENANCE OF
A SANITARY SEWER TRANSMISSION MAIN
WITHIN THE VILLAGE OF LONG GROVE

AFTER RECORDING MAIL TO:

MR. JOHN M. MULLEN
Attorney at Law
Suite 202
14048 Petronella Drive
Libertyville, IL 60048

long\comp716amend03f

AMENDMENT TO INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGES OF
KILDEER AND LONG GROVE
GRANTING AN EASEMENT FOR
INSTALLATION AND MAINTENANCE OF
A SANITARY SEWER TRANSMISSION MAIN
WITHIN THE VILLAGE OF LONG GROVE

THIS AMENDMENT TO AGREEMENT, made and entered into this 27 day of May, 2003, by and between the VILLAGE OF KILDEER, an Illinois municipal corporation, ("Kildeer") and the VILLAGE OF LONG GROVE, an Illinois municipal corporation, ("Long Grove"),

WITNESSETH:

WHEREAS, Kildeer and Long Grove heretofore entered into the INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF KILDEER AND LONG GROVE GRANTING AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF A SANITARY SEWER TRANSMISSION MAIN WITHIN THE VILLAGE OF LONG GROVE on August 13, 1997; and

WHEREAS, it is the desire of the parties to enter into this amendment to clarify the use of the 900 P.E. by Long Grove;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article

VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and other applicable authority, Kildeer and Long Grove hereby agree as follows:

1. Conflict. In the event of a conflict between the terms of this amendment "Amendment" and the agreement "Agreement", the terms of this Amendment shall govern.
2. Recitals. The foregoing recitals are by this reference incorporated herein as substantive provisions of this Amendment.
3. 900 P.E. Connections. Properties within Long Grove, in Long Grove's sole discretion, shall be permitted to tap into and utilize the Kildeer sewage transmission main up to an aggregate amount of 900 P.E., at no cost, payment, fee, or expense except as specifically provided herein notwithstanding any existing or hereinafter adopted Kildeer ordinance which provides for any other costs, payments, fees, or expenses.
4. Procedure. For any such connection:
 - a. Long Grove shall make a written request to Kildeer.
 - b. The connection applicant shall furnish plans and specifications to Kildeer and the \$1000 professional escrow deposit for engineering fees to be incurred by Kildeer for its Village Engineer to review the plans and to inspect said connection. The excess funds, if any, remaining after review and inspection by the Kildeer Village Engineer shall be returned to the applicant promptly after the plans are reviewed and approved. In

no event shall the review costs and inspection exceed \$1000 for a single residence. Residential subdivisions and commercial developments shall be charged per the Village Engineer's usual and customary fees.

- c. Kildeer shall within 7 business days review the plans and specifications and approve the plans as submitted or give written notice to the applicant of any deficiencies.
- d. If there are deficiencies noted, the applicant shall provide revised plans or otherwise satisfy the deficiencies and thereafter within 7 business days the plans shall be approved by the Village Engineer.
- e. After the plans are approved by the Village Engineer, the applicant shall pay those fees specifically set forth herein and no other fees, payments, costs, or charges whatsoever.
- f. Kildeer shall issue a connection permit within 3 business days after approval of the plans and specifications and payment by the applicant of all and only those fees specifically required herein.
- g. The only fees that Kildeer or any other entity except Long Grove shall be authorized to charge for the use of the 900 P.E. reserved for Long Grove for connection to the Kildeer sewage transmission main and use thereafter shall be as follows:

fee	residential	commercial and all other non-residential
Kildeer recapture	\$3,010 per dwelling unit	\$860 per P.E. ¹
Kildeer tap-on fee	the lesser of 1) \$350 per dwelling unit or 2) the amount charged per dwelling unit for residential property within Kildeer.	the lesser of 1) \$500 plus \$.25 per square foot of habitable area for office use or \$.05 per square foot of habitable area for other non-residential uses or 2) the amount charged for non-residential property within Kildeer
Lake County tap on fee	\$1,400 or such other amount as lawfully established from time to time by Lake County	the amount as lawfully established from time to time by Lake County

¹If Kildeer and Long Grove are unable to agree on the P.E. to be attributed to any given connection, then a determination of P.E. by the Lake County Department of Public Works shall govern.

fee	residential	commercial and all other non-residential
Kildeer user fee billed 2/1, 5/1, 8/1 and 11/1 of each year ²	Until 5/5/2023, the lesser of 1)\$183.12 per quarter or 2)the user fee charged to Kildeer residents which are served, directly or indirectly, by the Kildeer sewage transmission main. After 5/5/2023, the user fee charged to Kildeer residents which are served, directly or indirectly, by the Kildeer sewage transmission main.	Until 5/5/2023, the lesser of 1)\$28.81 per quarter per R.E. (R.E. = residential equivalent = 3.5 P.E.) or 2) the user fee charged for non-residential property in Kildeer which is served, directly or indirectly, by the Kildeer sewage transmission main. After 5/5/2023, the user fee charged for non-residential property in Kildeer which is served, directly or indirectly, by the Kildeer sewage transmission main.

5. Kroll Connection. The plans and specifications for the Kroll connection (Lot 9 Long Grove Country Club Estates Subdivision, 2201 Shiloh Dr., Long Grove) to the Kildeer sewage transmission main are approved as submitted. As requested by Long Grove Village Manager Cal Doughty to Kildeer Village Administrator by letter dated June 9, 2000, Kildeer shall immediately issue a connection permit upon payment of the following:

professional fee reimbursement deposit for engineering review of plans	\$1,000
Kildeer recapture	\$3,010

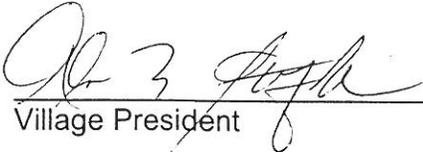
²The user fees shall commence on the date the connection is made into the Kildeer transmission main and shall be prorated for the first quarter in which the connection is made.

Kildeer tap-on fee	\$350
Lake County tap on fee	\$1400

6. Binding Effect. All rights, interests, privileges, and benefits herein granted and conveyed and all burdens hereby imposed shall be binding upon and inure to the benefit of the parties hereto, and their respective grantees, successors, assigns, and legal representatives.
7. Long Grove Charges. Nothing in this Amendment shall limit Long Grove from establishing and collecting its own charges relating to the connection and use of the 900 P.E. reserved for Long Grove.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day, month, and year first written above.

VILLAGE OF KILDEER

By: 
Village President

ATTEST:


Village Clerk

VILLAGE OF LONG GROVE

By: _____
Village President

ATTEST:

Village Clerk

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly authorized, executed, and delivered by their proper representatives as of the day, month, and year first written above.

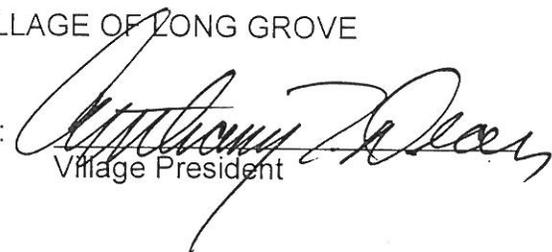
VILLAGE OF KILDEER

By: _____
Village President

ATTEST:

Village Clerk

VILLAGE OF LONG GROVE

By: 
Village President

ATTEST:


Village Clerk

VILLAGE OF KILDEER
RESOLUTION 04-O-13
A RESOLUTION APPROVING THE
FIRST AMENDMENT TO A BOUNDARY AGREEMENT

WHEREAS, on August 13, 1997, the Village of and the Village of Kildeer entered into the “Intergovernmental Agreement between the Villages of Kildeer and Long Grove Granting an Easement for Installation and Maintenance of a Sanitary Sewer Transmission Main within the Village of Long Grove,” which agreement was amended on May 27, 2003 (the August 13, 1997 agreement and the May 27, 2003 amendment shall be collectively referred to as the “Intergovernmental Agreement”); and

WHEREAS, in connection with the adoption of the Intergovernmental Agreement, and included as Exhibit H to the Intergovernmental Agreement, on August 13, 1997, Long Grove and Kildeer also entered into the “Kildeer-Long Grove Intergovernmental Boundary Agreement,” to establish a boundary line between Kildeer and Long Grove for the purpose of controlling land uses, subdivisions, and annexations of unincorporated territory located between Kildeer and Long Grove (“*Boundary Agreement*”); and

WHEREAS, Kildeer and Long Grove desire to amend the Boundary Agreement to, among other things, modify the location of the boundary line, as set forth in the First Amendment to Kildeer-Long Grove Intergovernmental Boundary Agreement attached to this Resolution as Exhibit A (“*Amendment*”);

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF KILDEER LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Approval; Authorization. The Amendment is hereby approved in substantially the form attached hereto as Exhibit A. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Amendment on behalf of the Village, subject to the execution of such Amendment by the Village of Long Grove.

SECTION THREE: Effective Date. This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED this 6th day of December, 2004.

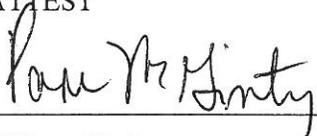
AYES: (4) Biciste, Coughlin, Stratman, Welch

NAYS: (0)

ABSENT: (2) Andes, Bell

APPROVED this ~~6th day of December 2004.~~ ^{1st day of January, 2005}

ATTEST



Village Clerk



Village President

CERTIFICATE

I, David A. Lothspeich, the duly appointed Deputy Village Clerk of the Village of Long Grove, Lake County, Illinois, do hereby certify that, as such Deputy Village Clerk, I am a duly authorized keeper of records of and for the Village of Long Grove and the attached Village of Long Grove Resolution No. 2004-R-39, dated December 14, 2004, is a true and correct copy of such Ordinance as it is retained in the files of the Village, and, to the best of my knowledge, it is true and correct in its contents.

Date: 12/29/04



David A. Lothspeich
Village Deputy Clerk
Village of Long Grove
Lake County, Illinois



(SEAL)

VILLAGE OF LONG GROVE

RESOLUTION NO. 2004-R-39

**A RESOLUTION APPROVING THE
FIRST AMENDMENT TO A BOUNDARY AGREEMENT**

WHEREAS, on August 13, 1997, the Village of Long Grove and the Village of Kildeer entered into the "Intergovernmental Agreement between the Villages of Kildeer and Long Grove Granting an Easement for Installation and Maintenance of a Sanitary Sewer Transmission Main within the Village of Long Grove," which agreement was amended on May 27, 2003 (the August 13, 1997 agreement and the May 27, 2003 amendment shall be collectively referred to as the "***Intergovernmental Agreement***"); and

WHEREAS, in connection with the adoption of the Intergovernmental Agreement, and included as Exhibit H to the Intergovernmental Agreement, on August 13, 1997, Long Grove and Kildeer also entered into the "Kildeer-Long Grove Intergovernmental Boundary Agreement," to establish a boundary line between Kildeer and Long Grove for the purpose of controlling land uses, subdivisions, and annexations of unincorporated territory located between Kildeer and Long Grove ("***Boundary Agreement***"); and

WHEREAS, Long Grove and Kildeer desire to amend the Boundary Agreement to, among other things, modify the location of the boundary line, as set forth in the First Amendment to Kildeer-Long Grove Intergovernmental Boundary Agreement attached to this Resolution as Exhibit A ("***Amendment***");

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Approval; Authorization. The Amendment is hereby approved in substantially the form attached hereto as Exhibit A. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Amendment on behalf of the Village, subject to the execution of such Amendment by the Village of Kildeer.

SECTION THREE: Effective Date. This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED this 14th day of December 2004.

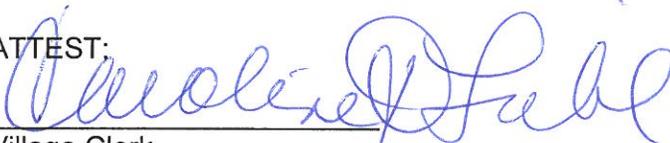
AYES: (5) Barry, Hannon, Klein, Lazakis, Weisberg

NAYS: (0) None

ABSENT: (1) Borawski

APPROVED this 14th day of December 2004.

ATTEST:



Village Clerk

2421546_v1



Village President