

**FOURTH AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL**

THIS FOURTH AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL (this "Fourth Amendment") is made and entered into this _____ day of _____, 2009, by and between the **COUNTY OF LAKE**, a body corporate and politic of the State of Illinois (the "County"), and the **VILLAGE OF LONG GROVE**, an Illinois municipal corporation (the "Village").

W I T N E S S E T H:

WHEREAS, the County and the Village have entered into an Agreement for Sewage Disposal dated January 11, 1972, as amended (the "1972 Agreement"); and

WHEREAS, the County and the Village amended the 1972 Agreement through the "Amendment to Agreement for Sewage Disposal" dated September 13, 1988 (the "First Amendment"), the "Agreement for Sewage Disposal (Indian Valley Golf Club Property)" dated October 8, 2002 (the "Second Amendment"), and the "Third Amendment to Agreement for Sewage Disposal" for 7107 Osage Lane dated July 24, 2007 (the "Third Amendment") (the 1972 Agreement, First Amendment, Second Amendment, and Third Amendment shall hereinafter be collectively referred to as the "Sewer Agreement"); and

WHEREAS, pursuant to, and subject to the terms of, the Sewer Agreement, the County has agreed to dispose of sewage generated from certain properties within and approved by the Village and within a defined sanitary sewer service area that is depicted as part of the Sewer Agreement (the "Service Area"); and

WHEREAS, the Village has authorized a sewer connection for the property commonly known as 6715 Diamond Lake Road, Long Grove, Illinois (the "Subject Property"), which

Subject Property lies within the Service Area and is legally described in Exhibit A and depicted on Exhibit B to this Fourth Amendment; and

WHEREAS, the County has determined that extending sanitary sewerage services to the Subject Property cannot be effectively accomplished via the County's Des Plaines River Water Reclamation Facility (the "***Southeast Plant***"), but service to the Subject Property can be accommodated through the local sewer system in the Ravenna planned unit development to the County's South Central Water Reclamation Facility (the "***Vernon Hills Plant***"); and

WHEREAS, the County desires to serve the Subject Property with public sanitary sewerage services via the Vernon Hills Plant, subject to the terms and conditions of this Fourth Amendment; and

WHEREAS, in order to serve the Subject Property with public sanitary sewerage services, the County and the Village desire to amend the Sewer Agreement as hereinafter set forth;

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

Section One: Recitals. The foregoing recitals are incorporated herein as if fully set forth in this Section One.

Section Two: Amendment to Designated Plant Site. Subject to the terms and limitations in this Fourth Amendment, and notwithstanding anything to the contrary in the Sewer Agreement, the County agrees to serve the Subject Property with sanitary sewerage services via the County's Vernon Hills Plant.

Section Three: Conditions on Sanitary Sewerage Services to Subject Property. The Village and the County agree that the Subject Property shall be served with County sewerage service through the Vernon Hills Plant of the County Sewerage System, and the

Subject Property shall be subject to all rules, regulations, charges, and fees that are generally applicable to other Customers of the County being served by the Vernon Hills Plant. Notwithstanding any other provision in the Sewer Agreement or this Fourth Amendment, however, sanitary sewerage service to the Subject Property shall only be authorized for the development of one single family dwelling on the Subject Property with a sewage flow not exceeding 3.5 P.E. Connection to the Vernon Hills Plant of the County Sewerage System is subject to the Subject Property also securing all required connection rights via the Village's local sanitary sewer system.

Section Four: Except as specifically amended herein, the Sewage Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County and the Village have executed this Third Amendment, effective as of the above date.

VILLAGE OF LONG GROVE

COUNTY OF LAKE

By: _____
Village President

By: _____
Chairman, County Board

ATTEST:

By: _____
Village Clerk

By: _____
County Clerk

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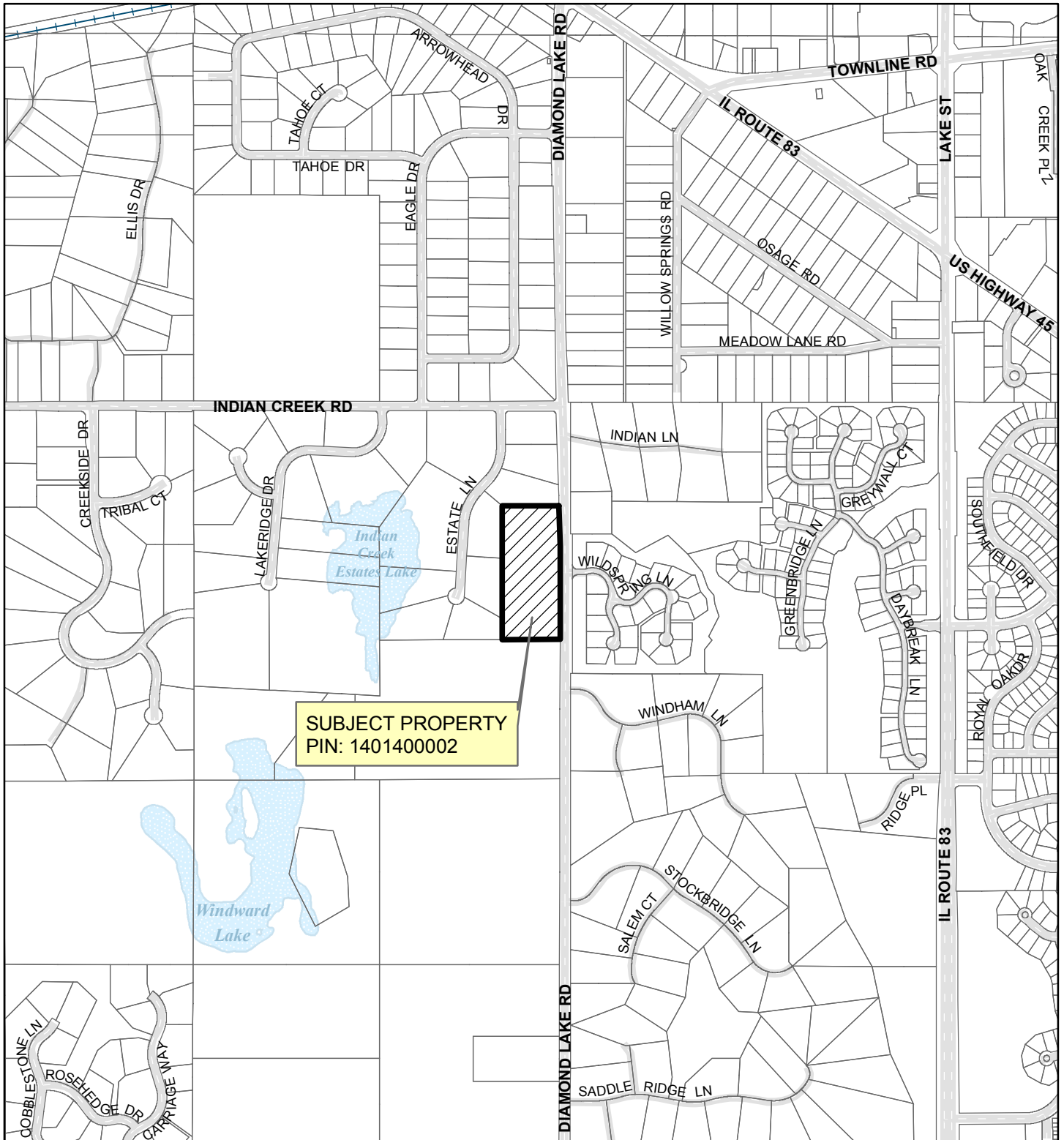
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE SOUTH 950 FEET OF THE EAST 458 FEET OF THE NORTH 5/8 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 43, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY ILLINOIS (excepting that portion that may have been taken for right-of-way purposes).

Commonly known as: 6715 Diamond Lake Road
(PIN: 14-01-400-002)

EXHIBIT B FOURTH AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL



Department of Public Works
650 West Winchester Road
Libertyville, Illinois 60048
Phone: (847) 377-7500
Fax: (847) 377-7173
publicworks@lakecountyil.gov



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Feet

"Subject Property"

JULY 2009