

FIRST AMENDMENT TO RESTATED AND AMENDED AGREEMENT FOR SEWAGE DISPOSAL

THIS FIRST AMENDMENT TO RESTATED AND AMENDED AGREEMENT FOR SEWAGE DISPOSAL (the "**First Amendment**"), made and executed this ___ day of _____, 2025, between the VILLAGE OF LAKE VILLA, a municipal corporation located in Lake County, Illinois, hereinafter referred to as the "**Municipality**", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "**County**".

WITNESSETH:

WHEREAS, the County and the Municipality have entered into a Restated and Amended Agreement for Sewage Disposal dated January 14, 2025 (hereinafter referred to as the "**Agreement**"); and

WHEREAS, the Agreement establishes certain rights and duties of the parties hereto, including the disposal of sewage from certain customers within the Municipality to the County's Sewerage System in the Northwest Regional Area via the Northwest Regional Water Reclamation Facility; and

WHEREAS, the County Board approved the *Transfer of Former Lakes Region Sanitary District Assets and Responsibility Policy* dated May 12, 2024, a policy to outline the process for transferring sanitary sewer assets and responsibilities, which the County assumed as a result of the dissolution of the former Lakes Region Sanitary District (the "**District**"), to a Northwest Facility Planning Area community that has portions of the District's sanitary system within its boundary; and

WHEREAS, the Municipality has submitted a request to the County to transfer the ownership and operations of sanitary sewer assets in the Prairie Trails Subdivision and the Phase 1 and Phase 2 of Cedar Ridge Subdivision, located within the Municipality; and

WHEREAS, the County and the Municipality acknowledge that the County will relinquish the assets in an "as-is" condition through a Bill of Sale, and that the County will not incur any costs associated with the transfer of the assets, provided, however, the County and the Municipality shall each be responsible for their own respective legal and engineering expenses incurred with respect to this transfer of assets as contemplated herein; and

WHEREAS, the County agrees the transfer would be beneficial to these residents of the former District; and

WHEREAS, the County and the Municipality desire to amend the Agreement to transfer these former assets of the District to the Municipality;

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

SECTION 1: General

- A. Recitals. The foregoing recitals are incorporated into and made a part of this First Amendment, as if fully set forth here.
- B. Definitions. Unless specifically provided otherwise in this First Amendment, the words and phrases in this First Amendment shall have the meanings described to them in the Agreement.
- C. Effect of First Amendment. Except to the extent expressly modified in this First Amendment, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

SECTION 2: Amendment: Exhibit B Retail Service Area. Exhibit B to the Agreement is hereby superseded and replaced by the Exhibit B attached to this First Amendment.

SECTION 3: Amendment: Additional Exhibits: Map Exhibits and Bill of Sale. The following exhibits are, by this reference, added to the Agreement by this First Amendment:

- Exhibit G: Map of Cedar Ridge Phase I Subdivision
- Exhibit H: Map of Cedar Ridge Phase II Subdivision
- Exhibit I: Map of Prairie Trail Subdivision
- Exhibit J: Bill of Sale

SECTION 4: Continued Effect. Except as specifically amended herein, the Agreement shall remain in full force and effect until its expiration date on January 14, 2045.

[Signature page to follow.]

IN WITNESS WHEREOF, the County and the Municipality have, by their duly authorized officers, set their hands and affixed their seals on the date first above written.

COUNTY OF LAKE

BY: _____
Chair, Lake County Board Date

ATTEST:

County Clerk Date
(SEAL)

VILLAGE OF LAKE VILLA

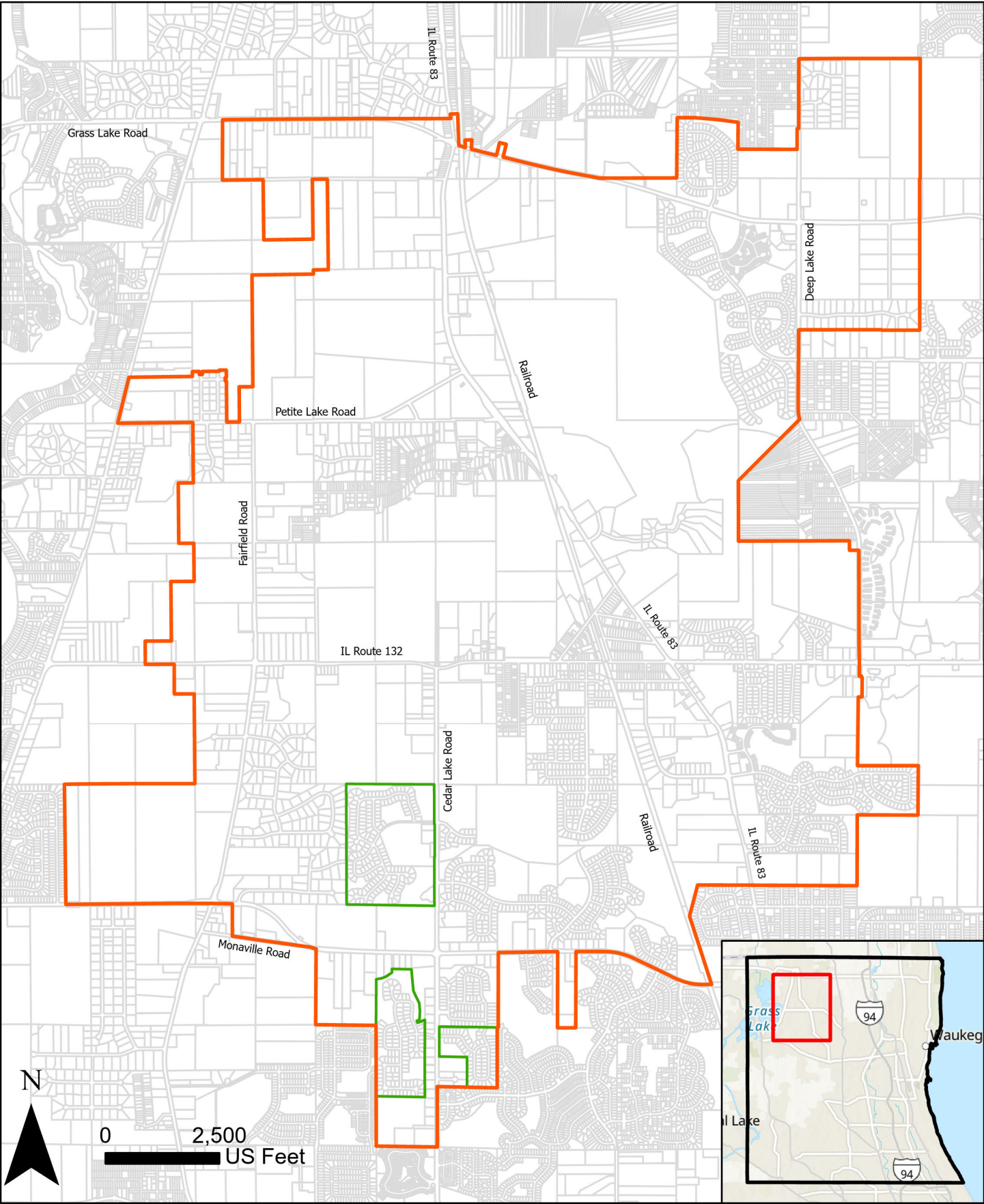
BY: *[Signature]* 10-20-2025
Mayor Date

ATTEST:

C. Conner 20 OCT 25
Village Clerk Date

Exhibit B
Map of Lake Villa Municipal Service Area

Exhibit B
Village of Lake Villa Municipal Service Area



Legend



-  Municipal Service Area
-  Lake County Sewer Areas

Exhibit G
Map of Cedar Ridge Phase I Subdivision

Exhibit G: CEDAR RIDGE PHASE I SUBDIVISION

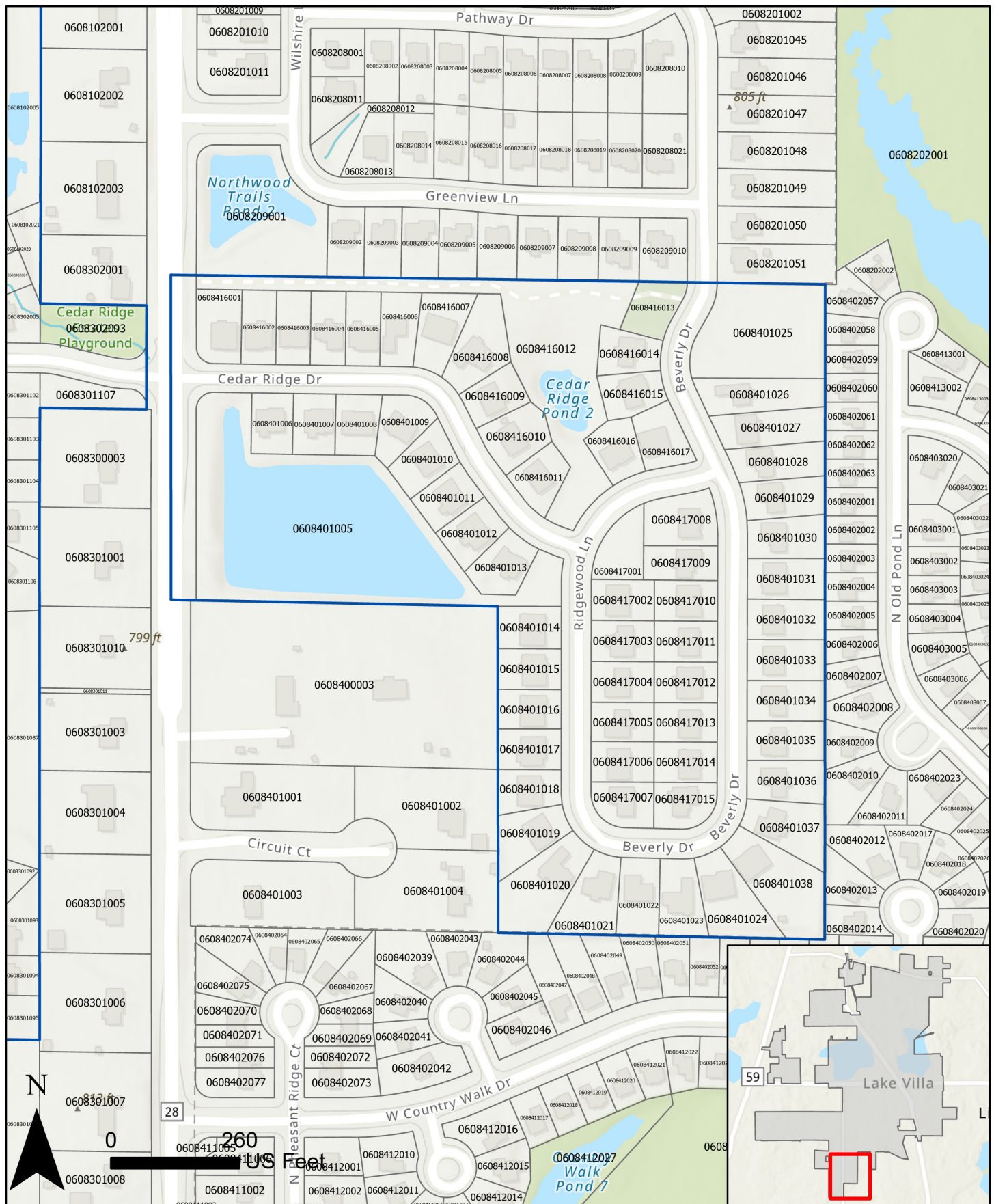


Exhibit H
Map of Cedar Ridge Phase II Subdivision

0608100028 0608100030 0608100048

Monaville Rd

0608100023 0608100019 0608100050

0608100027 0608100008 0608102005

0608100054 0608100055

0608100052

0608100056

0608102006

0608102012 0608102013 0608102014 0608102015 0608102016 0608102017

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Exhibit I
Map of Prairie Trail Subdivision

Exhibit I:
PRAIRIE TRAIL SUBDIVISION

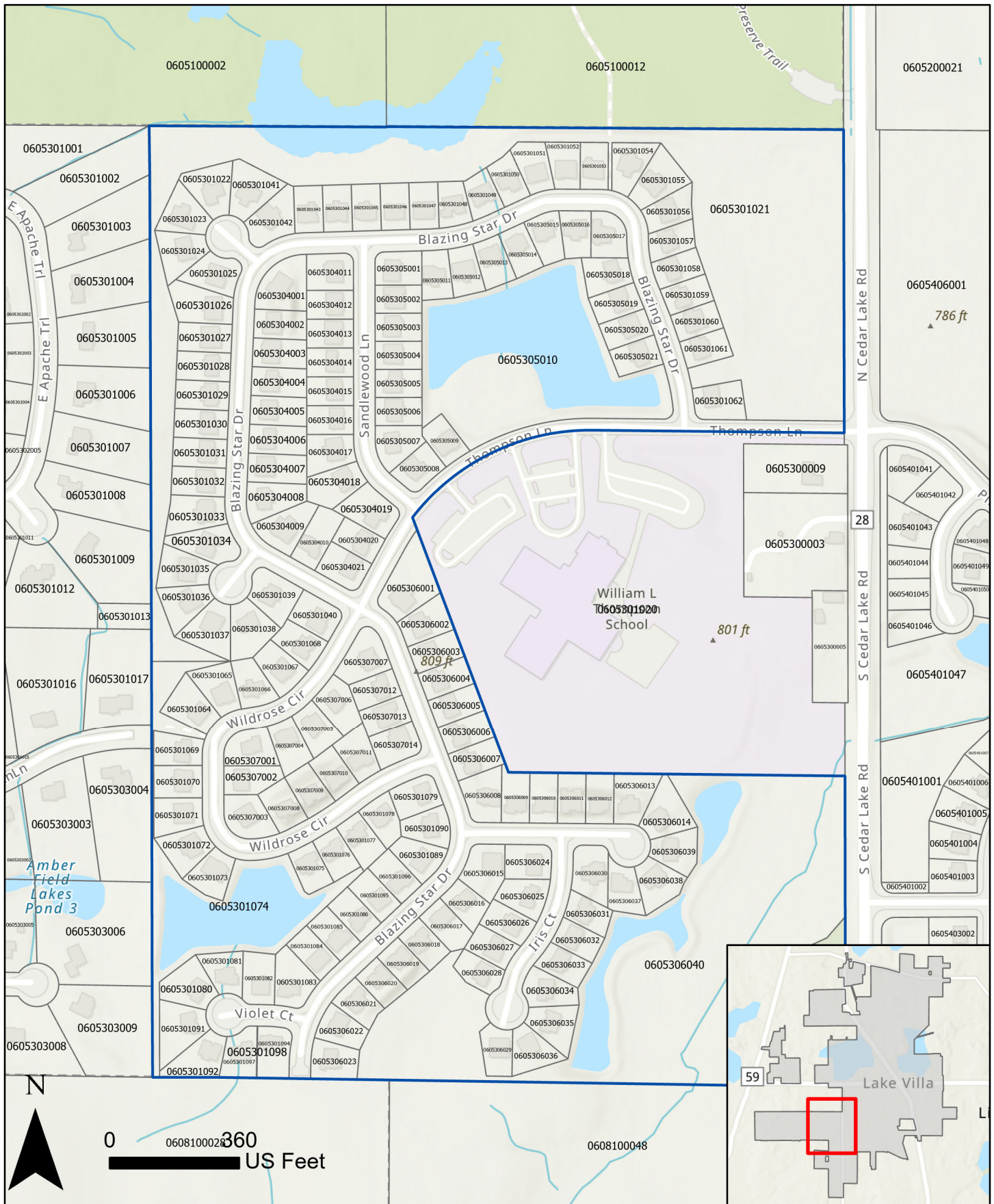


Exhibit J
Bill of Sale

Exhibit J

BILL OF SALE

THE COUNTY OF LAKE ("**Grantor**"), in consideration of \$10.00 in hand paid, the receipt of which is hereby acknowledged, does hereby agree, bargain, sell and deliver unto the VILLAGE OF LAKE VILLA ("**Grantee**"), the following goods and chattels that are contained within the subdivision drawings attached to this Bill of Sale as Exhibit 1, 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:

- ☐ the accounts of the 336 Sewer Customers;
- ☐ all of Grantor's Manholes (estimated at 118 Sanitary Sewer Manholes);
- ☐ all of Grantor's 8-inch sewer mains (estimated as 19,699 ft of 8-inch sanitary sewer main);
- ☐ all of Grantor's 10-inch sewer mains (estimated as 1,491 ft of 10-inch sanitary sewer main);
- ☐ all other elements and items relating to the provision of sanitary sewerage services traditionally provided by the Grantor;
- ☐ any appurtenant equipment and facilities relating to the foregoing; and
- ☐ all records related to the permits, licenses, and reporting by Grantor relating to the district sewage collection system,

(the "**Goods and Chattels**").

TO HAVE AND TO HOLD the said Goods and Chattels unto the said Grantee, 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 Goods and Chattels unto the said Grantee, and its successors and assigns, from and against the lawful claim and demands of all persons.

Signed:

VILLAGE OF LAKE VILLA

By _____

Its

Date: _____

COUNTY OF LAKE

By: _____

Its

Date: _____

Exhibit 1 to Bill of Sale – Subdivision Drawings

Prairie Trail Subdivision, Lake Villa, IL

Cedar Ridge Subdivision, Lake Villa, IL

Cedar Ridge Subdivision Phase II, Lake Villa, IL