

**EIGHTH AMENDMENT TO  
AGREEMENT FOR SEWAGE DISPOSAL  
Entered into By and Between  
The County of Lake, Illinois  
And  
The North Shore Sanitary District  
Effective as of  
\_\_\_\_\_, 20\_\_\_\_**

EIGHTH AMENDMENT TO AGREEMENT  
FOR SEWAGE DISPOSAL

THIS EIGHTH AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL ("***Eighth Amendment***") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, between the COUNTY OF LAKE, a body corporate and politic of the State of Illinois ("***County***"), and the NORTH SHORE SANITARY DISTRICT, an Illinois municipal corporation ("***District***").

RECITALS

A. The County and the District have entered into an Agreement for Sewage Disposal effective as of March 21, 1994 ("***Agreement***"), which establishes, inter alia, service areas for each of the County and the District within which the other is not to provide sewage services unless otherwise agreed in writing.

B. On November 10, 1994, the County and the District entered into an "Agreement to Modify Sewage Service Area Boundary" with the Village of Gurnee ("***Gurnee Service Boundary Agreement***"). Pursuant to the Gurnee Service Boundary Agreement, the County consented to having the District serve an approximately 560 acre area located outside the NSSD Service Area as defined in the Agreement, subject to certain conditions and limitations.

C. On March 26, 1998, the County, the District, and the Village of Bannockburn entered into an "Agreement to Modify Sewage Service Area Boundary (Bannockburn)" ("***Bannockburn Service Boundary Agreement***"). Pursuant to the Bannockburn Service Boundary Agreement, the County consented to having the District serve an approximately 2.3 acre parcel located outside the NSSD Service Area as defined in the Agreement, subject to certain conditions and limitations.

C. On November 10, 1998, the County and the District entered into a "First Amendment to Agreement for Sewage Disposal" ("***First Amendment***"). The First Amendment modified the NSSD Service Area by (a) formally transferring an approximately 41-acre parcel of

land in the City of Waukegan into the NSSD Service Area and (b) amending the service area boundary map attached as Exhibit A to the Agreement.

D. On March 7, 2000, the County and the District entered into a "Second Amendment to Agreement for Sewage Disposal" ("**Second Amendment**"). The Second Amendment modified the NSSD Service Area by (a) formally transferring an area within the City of Zion lying east of Green Bay Road that was already within the District's Facilities Planning Area and (b) amending the service area boundary map attached as Exhibit A to the Agreement, as amended by Exhibit B to the First Amendment.

E. On December 11, 2001, the County and the District entered into a "Third Amendment to Agreement for Sewage Disposal" ("**Third Amendment**"). The Third Amendment modified the NSSD Service Area by (a) formally transferring an approximately 20-acre area within the City of Waukegan from the Northeast Central Lake Facilities Planning Area into the NSSD Service Area and (b) amending the service area boundary map attached as Exhibit A to the Agreement, as amended by Exhibit B to the First Amendment and by Exhibit B to the Second Amendment.

F. On November 12, 2002, the County and the District entered into a "Fourth Amendment to Agreement for Sewage Disposal" ("**Fourth Amendment**"). The Fourth Amendment modified the NSSD Service Area by (a) formally transferring an approximately 70-acre area within the Village of Beach Park from the Northeast Lake Facilities Planning Area into the NSSD Service Area and (b) amending in its entirety the service area boundary map that was originally attached as Exhibit A to the Agreement, and amended from time-to-time.

G. On July 8, 2003, the County and the District entered into a "Fifth Amendment to Agreement for Sewage Disposal" ("**Fifth Amendment**"). The Fifth Amendment modified the NSSD Service Area by (a) formally transferring an approximately 60-acre area within the City of Waukegan from the Northeast Lake Facilities Planning Area into the NSSD Service Area and

(b) amending in its entirety the service area boundary map that was originally attached as Exhibit A to the Agreement, and amended from time-to-time.

H. On March 5, 2004, the County and the District entered into a "Sixth Amendment to Agreement for Sewage Disposal" ("**Sixth Amendment**"). The Sixth Amendment modified the NSSD Service Area by (a) formally transferring an approximately 1,083-acre area within or adjacent to the City of Zion from the Northeast Lake Facilities Planning Area into the NSSD Service Area, and (b) amending in its entirety the service area boundary map that was originally attached as Exhibit A to the Agreement, and amended from time-to-time.

I. On November 2, 2007, the County and the District entered into a "Seventh Amendment to Agreement for Sewage Disposal" ("**Seventh Amendment**"). The Seventh Amendment modified the NSSD Service Area by (a) formally transferring an approximately 152-acre area within the Village of Beach Park from the Northeast Lake Facilities Planning Area into the NSSD Service Area, (b) providing for the potential transfer of an approximately 75-acre area within the Village of Beach Park from the Northeast Lake Facilities Planning Area into the NSSD Service Area upon the occurrence of certain events and conditions, and (c) amending in its entirety the service area boundary map that that was originally attached as Exhibit A to the Agreement, and amended from time-to-time. (The Agreement, the Gurnee Service Boundary Agreement, the Bannockburn Service Boundary Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment will hereinafter be collectively referred to as the "**Amended Agreement**").

J. There is a 70.78 acre tract located in the Village of Wadsworth along the boundary of the Northeast Lake Facilities Planning Area and the NSSD Service Area that is currently developed with two residential homes (the "**Gurnee School Tract**"). The Gurnee School Tract is depicted in **Exhibit A**, which is attached to this Eighth Amendment and, by this reference, made a part of this Eighth Amendment.

K. The County has determined that it cannot readily provide sanitary sewer services to the Gurnee School Tract. The District has determined that it can readily provide sanitary sewer services to the Gurnee School Tract, subject to available capacity.

L. Pursuant to the terms and conditions below, the County and the District have determined that it is desirable to enter into this Eighth Amendment by further changing the service area boundary map of the Amended Agreement so that the Gurnee School Tract will be included in the NSSD Service Area. The current service area boundary map, which depicts the current boundaries of the NSSD Service Area, is set forth in Exhibit B-1 to the Seventh Amendment to the Agreement.

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.

SECTION TWO: The Gurnee School Tract.

A. Transfer of the Gurnee School Tract. Upon the effective date of this Eighth Amendment, the Gurnee School Tract will be included within the NSSD Service Area for purposes of the Amended Agreement.

B. Substitution of Exhibits.

1. **Exhibit B-1** to this Eighth Amendment hereby replaces Exhibit B-1 to the Seventh Amendment, so that the service area boundary map and the NSSD Service Area boundary will hereafter be as set forth on Exhibit B-1 hereto.

2.. **Exhibit B-2** to this Eighth Amendment will replace Exhibit B-1 to this Eight Amendment upon the effective date of the transfer of the 75-Acre Tract in accordance with Section 3.A of the Seventh Amendment, after which time the service area boundary map and the NSSD Service Area boundary will be as set forth on Exhibit

B-2 hereto; provided, however, that the District's service to the 75-Acre Tract will be subject to the terms and conditions set forth in Section 3 of the Seventh Amendment.

SECTION THREE: Continued Effect. Except as expressly provided in this Eighth Amendment, the Amended Agreement remains in full force and effect.

SECTION FOUR: Counterparts. This Eighth Amendment may be executed in multiple identical counterparts, and all of said counterparts will, taken together, constitute the Eighth Amendment.

SECTION FIVE: Effective Date. This Eighth Amendment will be in full force and effect and binding on the parties upon its execution by each of the parties.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to be executed as of the date first written above.

**COUNTY OF LAKE**

**NORTH SHORE SANITARY DISTRICT**

By: \_\_\_\_\_  
David Stolman  
Chairman, Lake County Board

By: \_\_\_\_\_  
Daniel M. Pierce  
President

ATTEST:

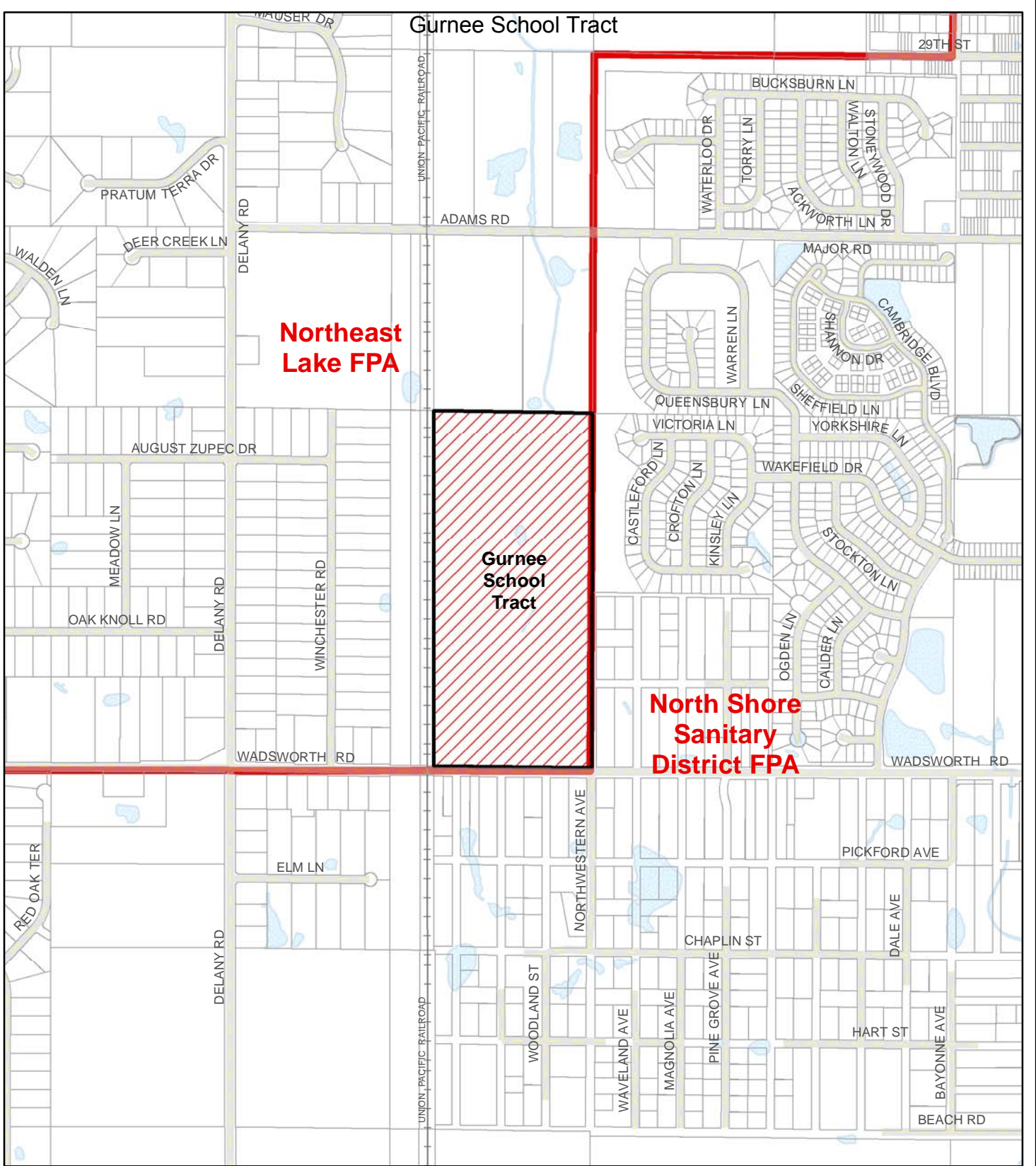
ATTEST:

\_\_\_\_\_  
Willard Helander  
County Clerk  
  
(SEAL)

\_\_\_\_\_  
Secretary  
  
(SEAL)

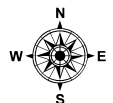
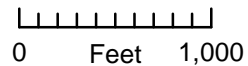
EXHIBIT A

Gurnee School Tract



Department of Public Works  
650 West Winchester Road  
Libertyville, Illinois 60048  
(847) 377-7500  
(847) 377-7173 FAX

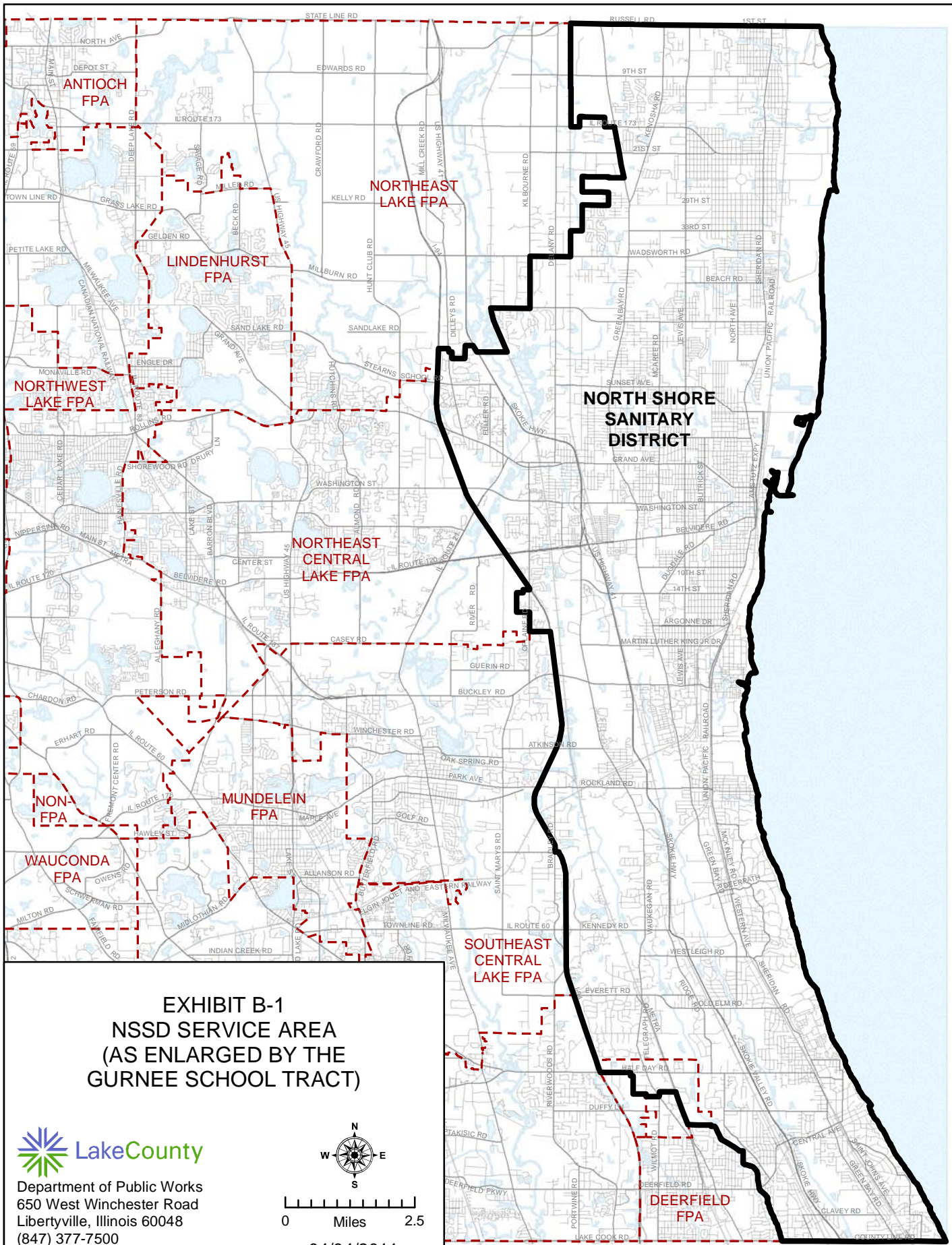
EXHIBIT A  
TRANSFER AREA  
(70 ACRE TRACT)



04/04/2011



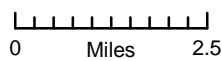
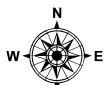
EXHIBIT B-1



**EXHIBIT B-1  
NSSD SERVICE AREA  
(AS ENLARGED BY THE  
GURNEE SCHOOL TRACT)**



Department of Public Works  
650 West Winchester Road  
Libertyville, Illinois 60048  
(847) 377-7500  
(847) 377-7173 FAX



04/04/2011

EXHIBIT B-2

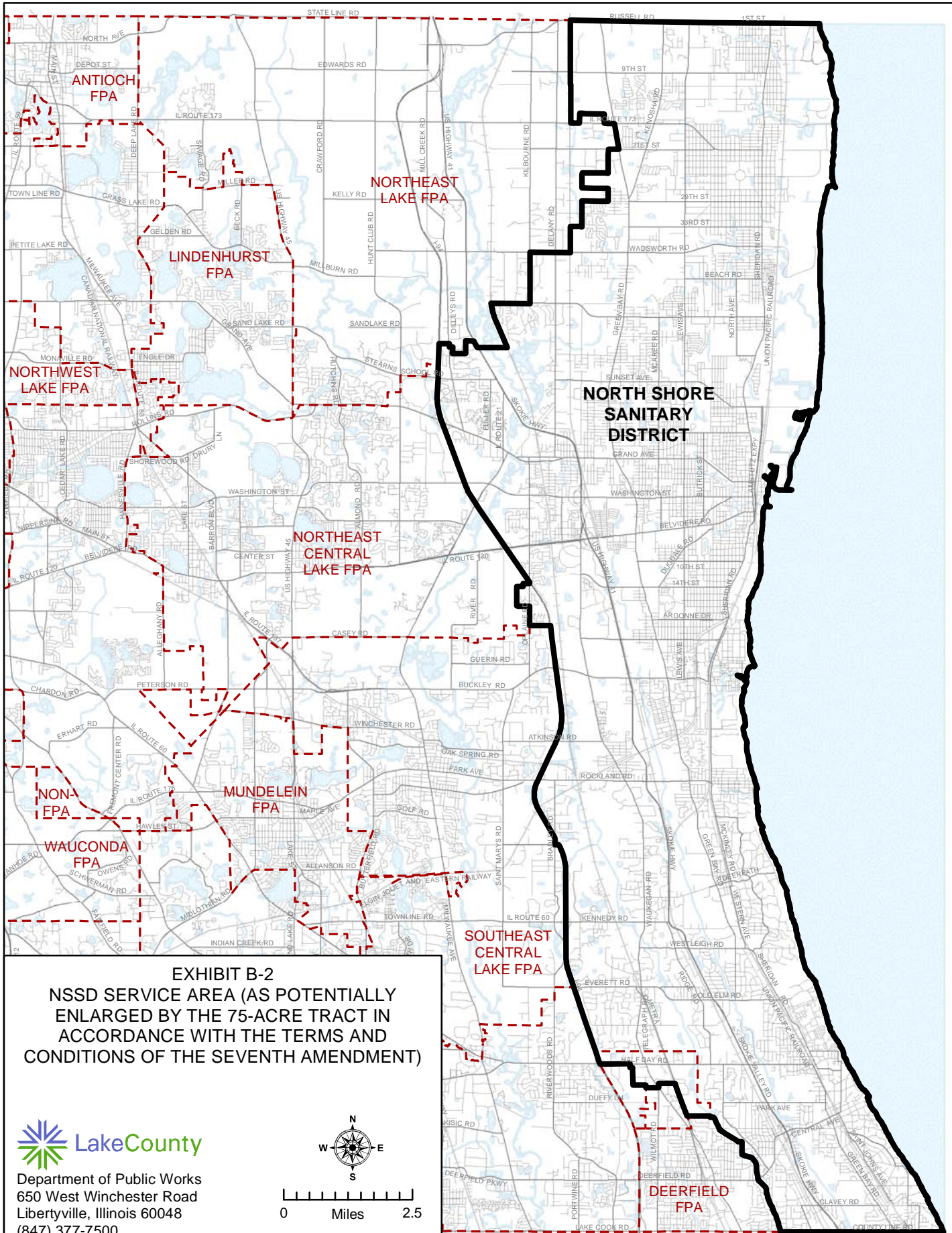
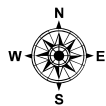


EXHIBIT B-2  
 NSSD SERVICE AREA (AS POTENTIALLY ENLARGED BY THE 75-ACRE TRACT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SEVENTH AMENDMENT)



Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 (847) 377-7500  
 (847) 377-7173 FAX



0 Miles 2.5

04/04/2011