

FIRST AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL

THIS FIRST AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL ("**Amendment**") is made and entered into this ____ day of _____, 2016, by and between the COUNTY OF LAKE, a body corporate and politic of the State of Illinois ("**County**"), and the VILLAGE OF FOX LAKE, an Illinois municipality ("**Village**").

RECITALS

A. The County and the Village have entered into an Agreement for Sewage Disposal dated July 15, 2010 ("**Agreement**"), which provides, *inter alia*, that the County will deliver to the Village, and the Village will accept and Treat¹, all Sewage that the County collects from County Customers legally connected to the County Northwest Service Area, subject to the terms and conditions of the Agreement.

B. The Parties desire to amend the boundary of the County Northwest Service Area to include an approximately 1.99 acre parcel commonly known as 31682 North US Highway 12, as legally described in **Exhibit 1** attached to this Amendment and, by this reference, made a part hereof ("**Property**"). The Property is located outside of, but contiguous to, the existing border of the County Northwest Service Area and is not currently connected to public sanitary sewer facilities.

C. The Property is proximate to an existing sanitary sewer main and related facilities ("**Facilities**") located in the Village of Volo and within the County Northwest Service Area. Sewage from customers connected to the Facilities is collected by the County and delivered to the Village for treatment. The Facilities are the only sanitary sewer facilities readily available to serve the Property.

¹ Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings as set forth in the Agreement.

D. The owner of the Property has requested to connect to the Facilities and become a County Customer.

E. The County and the Village have determined that they can readily provide sanitary sewer service to the Property if it were connected to the Facilities.

F. Pursuant to the terms and conditions below, the County and the District have determined that it is desirable to enter into this Amendment and add the Property to the County Northwest Service Area, said Property to be added as depicted on **Exhibit 2**, attached to this Amendment and, by this reference, made a part of this Amendment, to enlarge the County Northwest Service Area to include the Property, and a depiction of the Amended Service Area Map is attached hereto as **Exhibit 3** and, by this reference, is made a part of this Amendment.

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: Amendment to Article I. Article I, titled "Definitions," of the Agreement is hereby amended in part to be and read as follows:

ARTICLE I

DEFINITIONS

* * *

1.6 County Northwest Service Area.

The County Northwest Service Area shall be comprised of:

A. That portion of the Northwest Lake FPA located in Lake County, Illinois, except those areas depicted on Exhibit C as: (i) "Areas of Service Outside NWRWRF"; (ii) "Areas of Service – Inside Village Corporate Limits"; and (iii) "Current Areas of NWRWRF Service – Outside Village Corporate Limits" that do not receive Sewage Collection services from Lakes Region Sanitary District.

Plus

B. The area legally described in Exhibit 1 and depicted on Exhibit 2 attached to and made a part of the First Amendment to this Agreement.

* * *

SECTION THREE: Supplemental Exhibits. Exhibits 1 and 2, which are attached to and made a part of the First Amendment, are also made a part of the Agreement by this Amendment.

SECTION FOUR: Continued Effect. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. The Agreement and this Amendment shall be and remain in effect for a 20-year period from and after the Agreement Effective Date of July 15, 2010.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this ____ day of _____, 2016.

[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF LAKE

VILLAGE OF FOX LAKE

Chairman, Lake County Board

Village President

ATTEST:

ATTEST:

County Clerk

Village Clerk

EXHIBIT 1

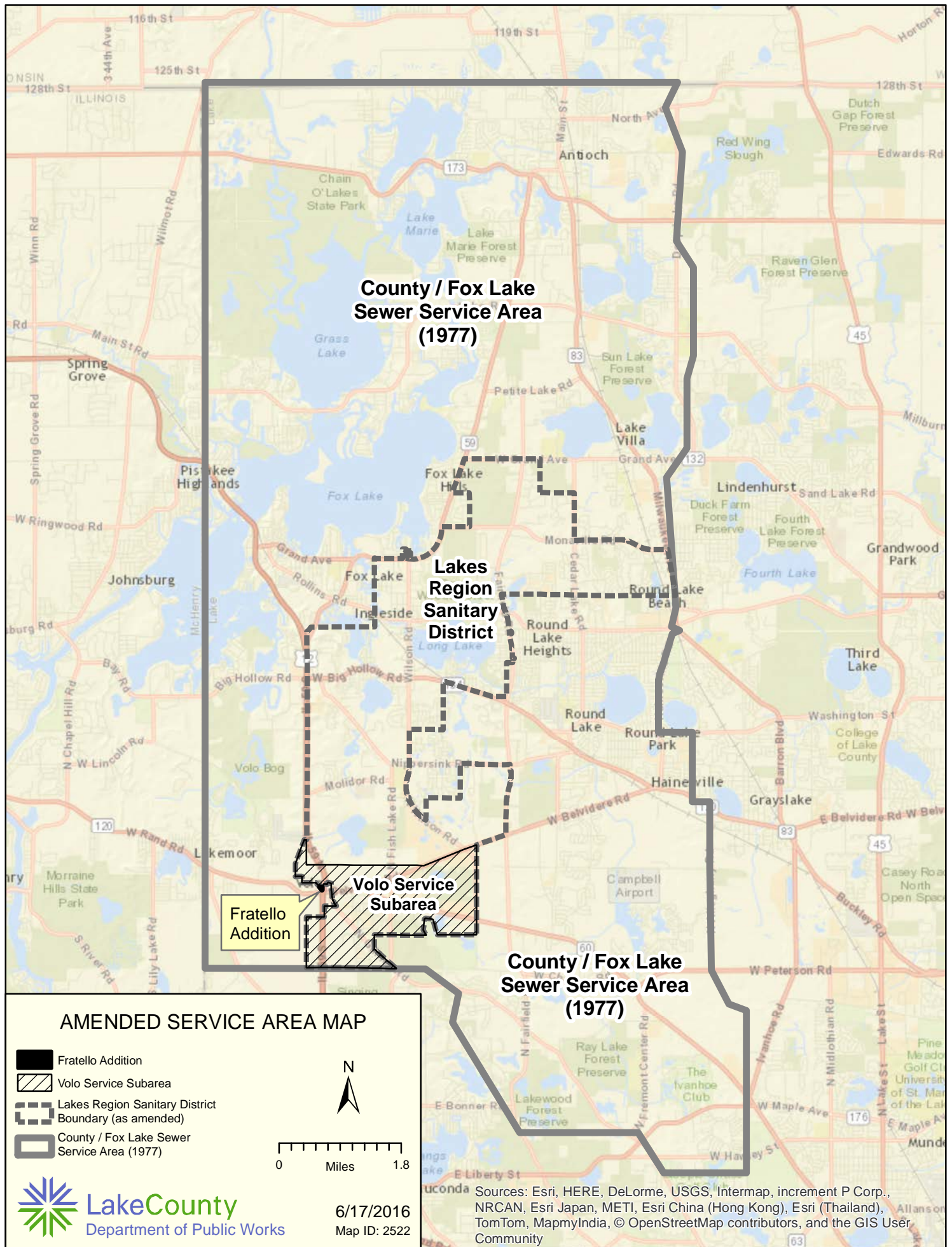
Legal Description of the Property

PARCEL 1:

PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF THE PUBLIC HIGHWAY (U. S. ROUTE 12) 201.3 FEET SOUTHERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF U. S. ROUTE NO. 12 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PUBLIC HIGHWAY (STATE ROUTE NO. 120) BELVIDERE ROAD (SO CALLED); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 176.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTHWESTERLY 315.06 FEET TO A POINT IN THE CENTER OF AN OLD CONCRETE PAVEMENT WHICH IS 73.44 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SAID OLD PAVEMENT WITH THE CENTERLINE OF GILMER ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID OLD PAVEMENT, 73.44 FEET TO THE CENTERLINE OF GILMER ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF GILMER ROAD, 483.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U. S. ROUTE NO. 12, THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 334.64 FEET TO PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT 3

Amended County Northwest Service Area Map



FIRST AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL

Entered into this Day of , 2016
by and between the County of Lake and
the Village of Fox Lake