

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 among the LAKES REGION SANITARY DISTRICT, an Illinois municipal corporation located in Lake County, Illinois (**"District"**); the VILLAGE OF VOLO, an Illinois home rule municipal corporation located in Lake County, Illinois (**"Village"**), and the COUNTY OF LAKE, a body corporate and politic of the State of Illinois (**"County"**).

RECITALS

A. The Village, the County, and the District (collectively, the **"Parties"**) have entered into an Agreement for Sewage Disposal dated November 16, 2004 (**"Agreement"**), which provides, *inter alia*, for the District to collect sanitary sewage from certain properties within areas of the Village designated as the Volo Service Subarea and to deliver such sewage to the County's sanitary sewer system serving the Northwest Regional Area¹, subject to the terms and conditions of the Agreement.

B. The Parties desire to amend the boundary of the Volo Service Subarea to include an approximately 1.99 acre parcel located within the Village of Lakemoor but contiguous to the Village of Volo, as legally described in **Exhibit 1**, which is attached to this Amendment and, by this reference, made a part of this Amendment (**"Property"**). The Property is not currently connected to public sanitary sewer facilities.

C. The Property is proximate to an existing sanitary sewer main and related facilities (**"Facilities"**) constructed and operated by the District and located within the Village, which facilities were financed in part by the Village's creation of the Village of Volo Special Service

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

Area Number 14 (“**SSA**”), the levy of SSA taxes, and the sale of SSA bonds. The Facilities are the only sanitary sewer facilities readily available to serve the Property.

D. The District and the County have determined that they can readily provide sanitary sewer service to the Property.

E. Pursuant to the terms and conditions below, the County and the District have determined that it is desirable to enter into this Amendment to: (i) enlarge the Volo Service Subarea by the addition of the Property, as depicted on **Exhibit 2**, which is attached to this Amendment and, by this reference, made a part of this Amendment, and amend the Map of the Volo Service Subarea, as depicted on **Exhibit 3**, which is attached to this Amendment and, by this reference, made a part of this Amendment; (ii) provide that, prior to connecting to the Facilities, the owner or owners of the Property shall be required to enter into an agreement with the Village providing for the annual payment of fees to the Village, through tax year 2038, which shall be equivalent to the pro rata share of SSA taxes that would be attributable to the Property if it were included in the SSA; and (iii) provide terms and conditions for the District and County’s provision of sanitary sewer service to the Property.

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 Section 2.2(F). The definition of “Village Customer” set forth in Section 2.2(F) of the Agreement is hereby amended as follows:

F. **Village Customer.**

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity ~~located in the Volo Service Subarea and within the corporate limits of the Village that discharges Sewage, either directly or indirectly, into the County Sewerage System,~~ **is located in the Volo Service Subarea, and either (i) is located within the corporate limits of the Village, or (ii) is within the area legally described in Exhibit 1 and depicted on Exhibits 2 and 3 attached to and made a part of the First Amendment to this Agreement and in compliance with Section Five of the First Amendment to this Agreement.**

SECTION THREE: Amendment to Section 2.2(J). The definition of “Volo Service Subarea” set forth in Section 2.2(J) of the Agreement is hereby amended as follows:

J. **Volo Service Subarea.**

Those areas **that are either:**

- (1)** located within the area depicted on Exhibit A to this Agreement that are within the corporate limits of the District and the corporate limits of the Village of Volo, Illinois from time-to-time, including any territory hereafter annexed to the District and the Village of Volo, Illinois; **or**
- (2)** **located within the area legally described in Exhibit 1 and depicted on Exhibits 2 and 3 attached to and made a part of the First Amendment to this Agreement.**

SECTION FOUR: Supplemental Exhibits. Exhibits 1, 2 and 3, which are attached to and made a part of the First Amendment, are also made a part of the Agreement by this Amendment.

SECTION FIVE: Conditions and Limitations Relating to the Property.

A. As a condition precedent to the connection of the Property to the Facilities, the owner or owners of the Property shall be required to enter into an agreement with the Village, in a form acceptable to the Village, that provides for the owner or owners of the Property to make annual payments to the Village through tax year 2038 in an amount equivalent to the pro rata share of SSA taxes that would be attributable to the Property if the Property were included in the SSA. Such payments shall be deposited into the Bond and Interest Fund established by Village of Volo Ordinance No. O-10-425.

B. For purposes of the sewage flow limitations set forth in Section 5.3 of the Agreement, the Property shall be deemed to be used for non-residential, restaurant purposes, and the sewage flow from the Property shall be deemed Nonresidential Sewage Flow. The modification of the Volo Service Subarea to include the Property shall be deemed not to constitute a Flow Adjusting Event, as defined in Section 5.3(B) of the Agreement, and shall not result in any adjustment to the Total Sewage Flow for which the County shall provide sanitary sewer service to the Volo Service Subarea.

Exhibits A-1, B, and C of the Agreement shall be deemed to include the Property within the Volo Service Subarea as set forth in Exhibit 3, hereto, and to reflect the zoning and projected land use of the Property as non-residential, restaurant use.

SECTION SIX: 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 November 16, 2004.

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

SECTION SEVEN: 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

LAKES REGION SANITARY DISTRICT

Chairman, Lake County Board

President

ATTEST:

ATTEST:

County Clerk

Secretary

VILLAGE OF VOLO

Village President

ATTEST:

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 2

Graphic Depiction of Property (outlined in yellow) to be added to

Volo Service Subarea (as enlarged)

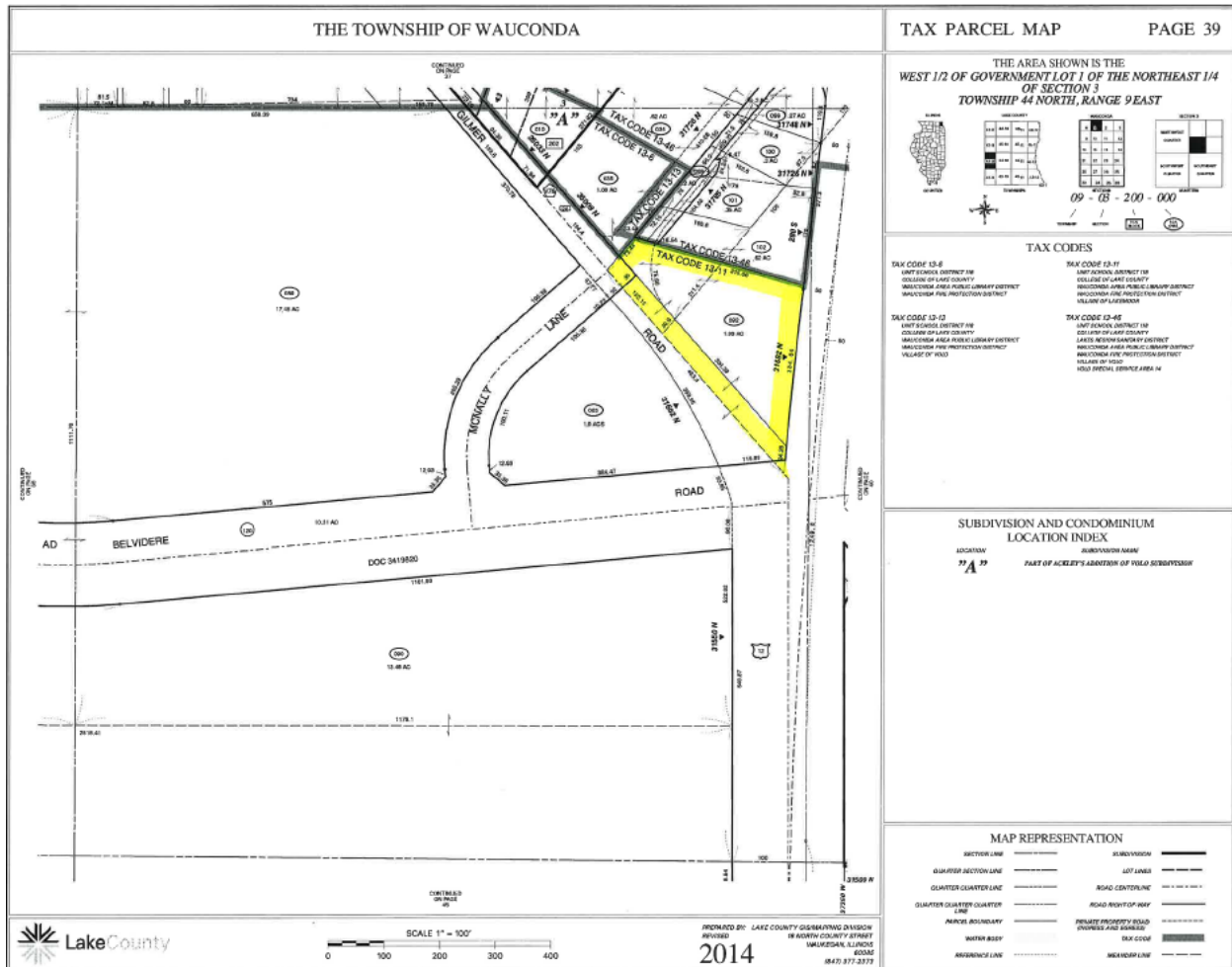
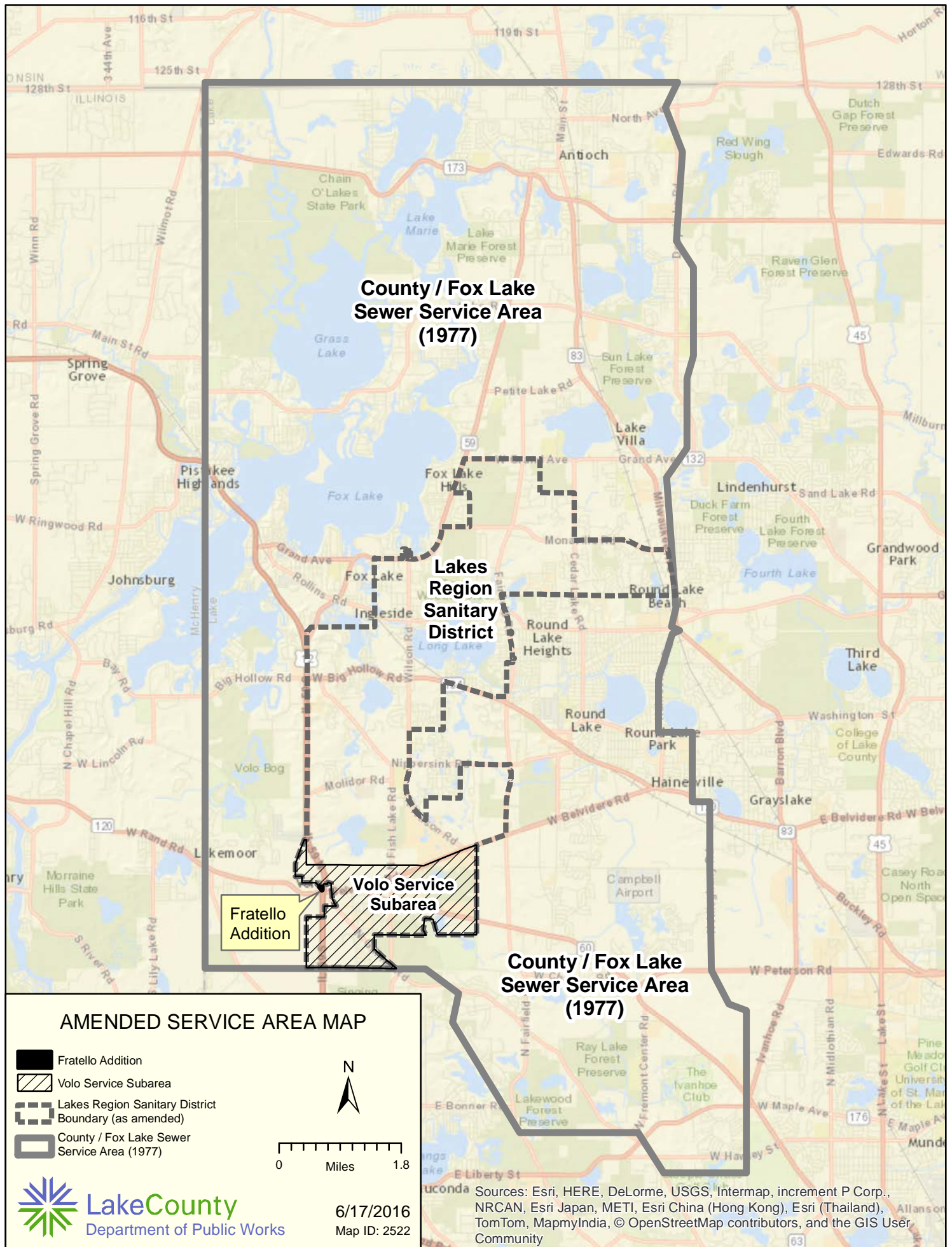


EXHIBIT 3

Amended Volo Service Subarea Map



FIRST AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL

Entered into this Day of , 2016
by and between the Village of Volo, the County of Lake and
the Lakes Region Sanitary District