

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT RELATING TO DELIVERY OF RETAIL WATER SERVICE TO HERONS LANDING SUBDIVISION

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT RELATING TO DELIVERY OF RETAIL WATER SERVICE TO HERONS LANDING SUBDIVISION (the "**First Amendment**"), dated as of the 9th day of May, 2017, is made and entered into by and between the **VILLAGE OF LONG GROVE**, an Illinois municipal corporation ("**Village**"), and the **COUNTY OF LAKE**, a body politic and corporate ("**County**") (collectively, the "**Parties**").

For and in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Recitals.

A. This First Amendment amends that certain Intergovernmental Agreement dated 28 June 2011 ("**Agreement**") by and between the Village of Long Grove and the County of Lake. The terms used in this First Amendment are the same terms as used in the Agreement, unless otherwise expressly provided in this First Amendment or unless the context clearly requires otherwise.

B. The Parties desire to amend the Agreement to expand the service area of properties to receive water under the Agreement and to clarify the timing of the Village's formal transfer of ownership of the Water System to the County.

Section 2: Amendment to Section 1.G of the Agreement. Section 1.G of the Agreement shall be, and is hereby, amended in its entirety to be and read as follows:

G. Approximately 448 122 lots of record in Herons Landing are currently developed and used for detached single-family residential purposes. ~~These Lots are legally described in Exhibit A attached hereto, and depicted in Exhibit B attached to this Agreement.~~

Section 3: Amendment to Section 2 of the Agreement. Section 2 of the Agreement shall be, and is hereby, amended in part to add a new definition of "Herons Landing SSA" and to amend the definition of "Lot" in its entirety, which definitions shall hereafter to be and read as follows:

Herons Landing Water SSA: The special service area established by the Village over the property legally described in Exhibit A and depicted in Exhibit B attached hereto for the purpose of constructing water distribution facilities serving Herons Landing.

Lot: A lot of record (as defined in the Village Zoning Code) located in the Herons Landing Water SSA, plus any other lot of record in Herons Landing, except that is improved with a single family residence (being Lots 30, 120, 121, and 122 in Herons Landing as depicted on Exhibit B hereto) and that has entered into a "Connection Agreement" with the Village as defined in Section 6.E of this Agreement.

Section 4: Amendment to Section 3.A of the Agreement. Section 3.A of the Agreement shall be, and is hereby, amended in its entirety to be and read as follows:

A. Village Obligations. As more fully set forth in and subject to this Agreement, the Village shall be responsible for: establishing the Herons Landing Water SSA; issuing Bonds for the Project; applying the proceeds of the Bonds to the costs and expenses relating to the Project; levying SSA Taxes and collecting recapture fees as provided in Section 6.E of this Agreement; conveying the Water System to the County upon completion of the Project and within 60 days of the date of the Final Bond Payment as defined and further described in Section 4.L of this Agreement; and otherwise performing such obligations as set forth in this Agreement.

Section 5: Amendment to Section 4.L of the Agreement. Section 4.L of the Agreement shall be, and is hereby, amended in its entirety to be and read as follows:

L. Project Completion and Certification; Conveyance. Following the completion of the Project construction and installation activities, the County shall certify to the Village that the Project has been completed. The County shall thereafter commence to operate the Water System in accordance with the terms of this Agreement, and shall have full operating control and responsibility of the Water System, including without limitation costs arising from maintenance, repair, or replacement of all or any part of the Water System. The Village shall retain ownership of the Water System until such time as the final payment is made for principal and interest owed on the Bonds, and the Village no longer has any bonded indebtedness for the Project ("Final Bond Payment"). Within 60 days after the Village receives the certification of completion from the County the date of the Final Bond Payment, the Village shall take all actions necessary and appropriate to convey the Water System to the County by bill of sale and any appurtenant easement or related rights by quitclaim deed for \$10.00, subject the terms of the Agreement (the "**Conveyance Documents**"). Within 60 days after the delivery of the Conveyance Documents, the County shall accept such Conveyance Documents and the ownership of the Water System. Upon such conveyance, the County shall exercise all ownership and control over the Water System, subject to the terms of this Agreement.

Section 6: Amendment to Section 6 of the Agreement. Section 6 of the Agreement shall be, and is hereby, amended to add a new subsection 6.E, which shall be and read as follows:

E. Connection of Additional Lots. Notwithstanding anything else in this Agreement to the contrary, any Lot that is not included in the Herons Landing Water SSA may connect to the Water System only pursuant to a connection agreement entered into between the owner of such Lot and the Village ("Connection Agreement"). Such Connection Agreement shall be subject to approval by the Village Corporate Authorities in their sole discretion and shall, at a minimum, provide that:

1. The Owner of the subject Lot shall pay to the Village a recapture fee of \$23,135.59, plus interest at a rate of 5.50% per annum accruing from December 1, 2011 until paid (provided that interest shall cease to accrue upon retirement of the Bonds). The Village shall deposit the full amount of such recapture fee into the Bond fund administered by the Bond Trustee.

2. The Owner shall additionally pay to the County all applicable connection, permit, and inspection fees as provided by ordinance of the County at the time of connection.

3. The Owner shall be solely responsible for completing or installing, at the Owner's expense, all Private Improvements necessary to connect the residence on the subject Lot to the Water System, as well as a Buffalo Box and water meter with check valves for the Lot, all in strict compliance with applicable local, state, and federal laws, rules, and regulations. The Owner shall also be responsible for obtaining, at Owner's expense, any and all necessary easements or other property rights, licenses, permits, and approvals required for the completion of such Private Improvements and the extension of water service from the Water System public main to the residence on the Lot.

4. The Owner shall dedicate or grant such utility easements to the Village and County as may be reasonably required for the connection of the Lot to the Water System and the provision of water service.

5. Following connection to the Water System, the Owner of the Lot shall be required to pay all applicable user fees and comply with all applicable ordinances, rules, and regulations that the Village and the County may establish from time to time for water service and use. The connection of the Lot to the Water System and provision of water service shall additionally be subject to the terms and conditions of this Agreement.

Section 7. General Provisions of the First Amendment.

A. Effective Date. This First Amendment shall be deemed effective as of the date that it is executed by the duly authorized representatives of the Parties.

B. Continued Effect. Except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect.

C. Entire Agreement; Counterparts. The Agreement, as modified by this First Amendment, constitutes the entire agreement between the Parties, and the provisions of this First Amendment supersede any and all prior agreements between the parties relating to the subject matter of the Agreement, as amended by the First Amendment and all contrary provisions in the Agreement. This First Amendment may be signed in counterparts, and such counterparts shall collectively constitute the entire First Amendment.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

Village Clerk

VILLAGE OF LONG GROVE

By: _____
President

COUNTY OF LAKE

By: _____
Chairman

ATTEST:

County Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF
HERONS LANDING WATER SPECIAL SERVICE AREA**

Lots 1 through 123 of Herons Landing, a Subdivision of Part of Section 17, Township 43 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois.

PINs:

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1517201068	1517201043	1517201007	1517202012	1517101043
1517201069	1517201042	1517201006	1517202020	1517101044
1517201066	1517201041	1517201005	1517202021	1517101045
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1517201058	1517201022	1517202002	1517202026	1517201029
1517201057	1517201021	1517202003	1517202025	1517201030
1517201056	1517201020	1517202004	1517202019	1517201031
1517201055	1517201019	1517202005	1517202011	1517201032
1517201054	1517201018	1517202006	1517105005	1517201033
1517201044	1517201017	1517202007	1517105006	1517201034
1517201045	1517201016	1517202008	1517105007	1517201035
1517201046	1517201015	1517202009	1517105004	1517201036
1517201047	1517201014	1517202010	1517105003	1517201038
1517201048	1517201013	1517202018	1517101037	1517201039
1517201049	1517201012	1517202017	1517101038	1517106001
1517201050	1517201011	1517202016	1517101039	
1517201051	1517201010	1517202015	1517101040	
1517201052	1517201009	1517202014	1517101041	

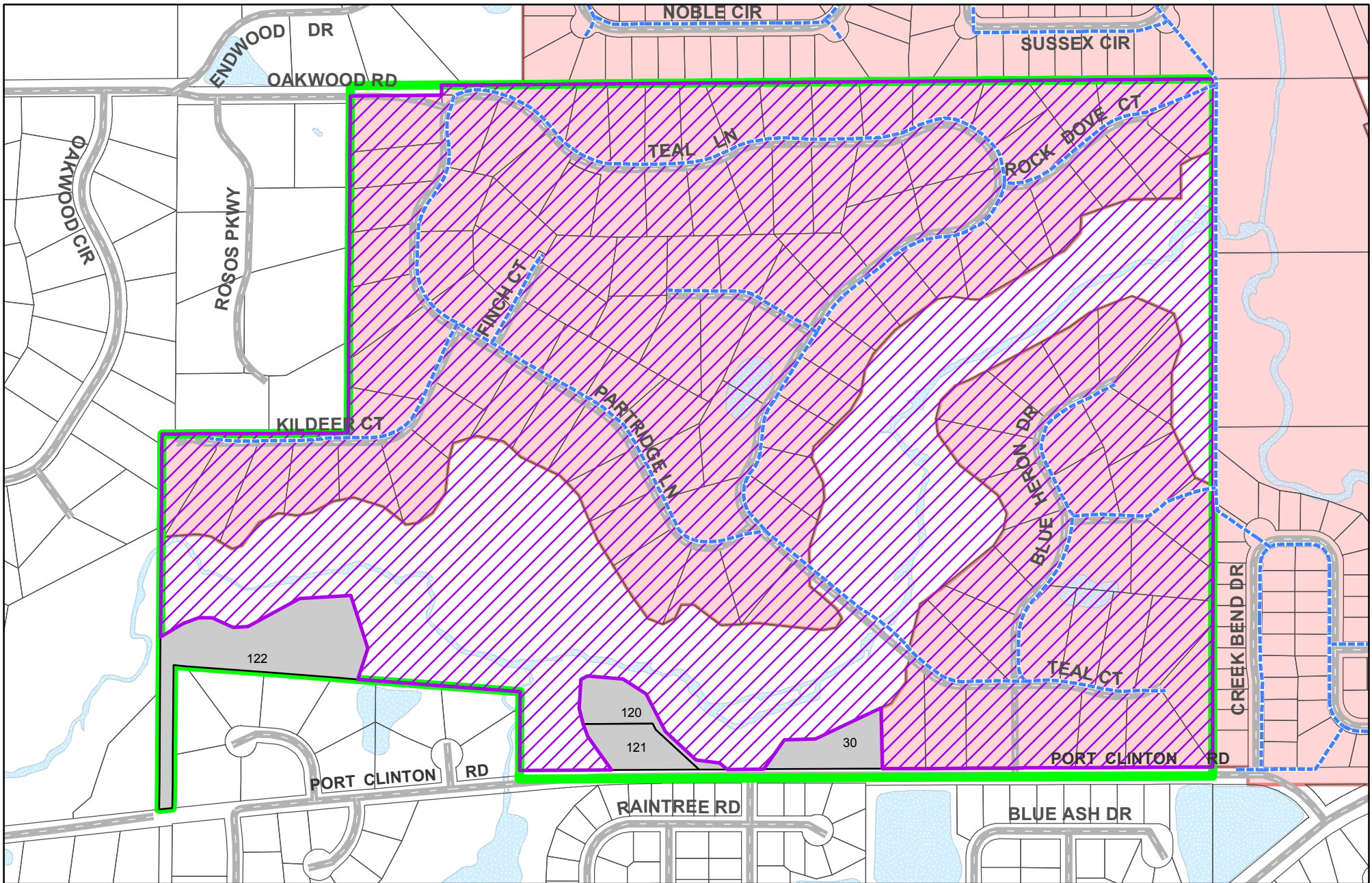
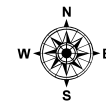


EXHIBIT B

First Amendment to IGA with Long Grove
for Retail Water Service to Herons Landing



- Heron's Landing Subdivision Boundary
- Properties to be added to CLCJAWA Service Area
- Long Grove Herons Landing Special Service Area 5
- CLCJAWA Service Area
- LCPWD Water Main



0 Feet 500

4/18/2017

Map ID: 2563