

**FIFTH AMENDMENT TO AGREEMENT  
FOR SEWAGE DISPOSAL**

**(2018 SEWAGE AGREEMENT AMENDMENT)**

THIS FIFTH AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the COUNTY OF LAKE, a body corporate and politic of the State of Illinois (the "County") and the VILLAGE OF GURNEE, an Illinois municipal corporation (the "Village") (the "Fifth Amendment"),

**WITNESSETH:**

WHEREAS, the County and the Village have entered into an Agreement for Sewage Disposal, dated November 14, 1977 (the "Agreement"), which Agreement was amended (i) on May 23, 1988 (the "First Amendment"), (ii) on April 9, 1991 (the "Second Amendment"), (iii) on January 8, 2001 (the "Third Amendment"), and (iv) on February 18, 2008 (the "Fourth Amendment") (herein the Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are collectively referred to as the "Sewage Agreement"); and

WHEREAS, the Sewage Agreement provides for the treatment and disposal of sewage by the County within certain described boundaries of a service area under the jurisdiction of the Village; and

WHEREAS, the Village desires to be able to offer sanitary sewer service to certain property not included in the boundaries of the current service area and adjacent to (but outside the current corporate limits of) the Village; and

WHEREAS, the County has determined that, subject to the terms and provisions of this Fifth Amendment, the extension of sewage disposal service to said property is feasible; and

WHEREAS, the County and the Village desire to amend and modify the Sewage Agreement to provide for sewage disposal service to an expanded service area of the Village, subject to the terms and provisions hereinafter set forth;

**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: Additional Service Area.** (a) Subject to the conditions set forth in Section Three hereof, the Village hereby agrees to deliver to the County, and the County agrees to accept for treatment and disposal, all sewage collected by the Village sewer mains within the boundaries of the real property depicted on Exhibit A hereto (the "St. Sava Property").

(b) The Village's service area under the Sewage Agreement, as expanded to include the St. Sava Property, is depicted as the expanded service area boundaries of the Village on Exhibit B attached hereto (the "Village Expanded Service Area"). Exhibit B of this Fifth Amendment shall supersede and replace any prior depiction of the Village Expanded Service Area in the Sewage Agreement.

**SECTION THREE: Conditions Precedent and Subsequent.**

In addition to the generally applicable conditions precedent contained in the Sewage Agreement, the County's obligation to accept sewage collected by the Village sewer mains from the St. Sava Property shall be subject to the following additional conditions:

- (a) The ability of the North Shore Water Reclamation District's regional sewage treatment plant at Gurnee to accept sewage that the Village delivers to the County's collection system from the St. Sava Property for treatment and disposal in compliance with all applicable laws and regulations and the legal right of the County to deliver said sewage to said plant for such purposes.

- (b) The County shall have no obligation to accept, and the Village shall have no right to deliver to the County collection system, any sewage from any use or development on the St. Sava Property, except for uses related to the existing place of worship and accessory uses thereto.
- (c) Any connections within the St. Sava Property (or portions thereof) to the Village sewer system shall be at no cost or expense to the County and shall be subject to all ordinances, rules, and regulations of the County and the Village. The Village shall be responsible for, and shall bear all costs relating to, obtaining the necessary permits, approvals, easements, and other authorizations that may be necessary or convenient for extending the Village sewer system within the St. Sava Property; provided, however, that the County agrees to cooperate fully in seeking any permits and approvals, except that the County shall not be required to expend any public funds in extending such cooperation.
- (d) The County shall have no obligation to accept, and the Village shall have no right to deliver to the County Collection System more than 40 P.E. from the St. Sava Property.

**SECTION FOUR: Limits of County Service Obligation.** Subject to the conditions in Section 3 above and the other terms, conditions, and provisions of the Sewage Agreement and this Fifth Amendment, the County shall hold itself available, within the limits of available capacity, to provide Village customers within the St. Sava Property with sewage service on a first-come, first-serve basis after the proper connection fees as set forth in the Sewage Agreement have been paid to the County.

**SECTION FIVE: Acknowledgements.** The parties hereby acknowledge and agree that nothing in the Sewage Agreement or this Fifth Amendment requires the County to provide sewer service to areas within or outside the Village that are not a part of the Village Expanded Service Area, as herein defined. In addition, the parties agree that nothing in the Sewage Agreement or this Fifth Amendment shall be construed as an admission by the County that: the County acts or operates as a public or private utility; the County acts or operates in a business or proprietary capacity in providing sewer service to the Village Expanded Service Area; or that the County is under any obligation to provide sewer service to other areas within the Village. The County's sole

obligation to provide sewer service to the Village is the contractual obligation set forth in the Sewage Agreement, as amended herein.

**SECTION SIX: Exhibits.** Exhibits A through B, inclusive, which are attached to this Agreement, are by this reference incorporated herein and made a part hereof.

**SECTION SEVEN: Confirmation.** Except as herein modified and amended, the Sewage Agreement is hereby ratified and confirmed.

**SECTION EIGHT: Recordation.** Following its execution by the parties, The County may cause this Fifth Amendment to be recorded in the Office of the Lake County Recorder of Deeds. Any recording fees shall be borne by the County.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Agreement for Sewage Disposal as of the day and year first written above.

VILLAGE OF GURNEE

COUNTY OF LAKE, ILLINOIS

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Lake County Board

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
County Clerk

(SEAL)

(SEAL)

**EXHIBIT A**

Depiction of St. Sava Property

**EXHIBIT B**

**Village Expanded Service Area (St. Sava Property)**