

**FIRST AMENDMENT  
TO THE 2014 AMENDED AND RESTATED AGREEMENT FOR  
RETAIL SANITARY SEWER SERVICE TO THE VILLAGE OF KILDEER**

This *First Amendment to the 2014 Amended and Restated Agreement for Retail Sanitary Sewer Service to the Village of Kildeer* (“**First Amendment**”) is between the County of Lake (“**County**”), a body corporate and politic of the State of Illinois, and the Village of Kildeer (“**Kildeer**”), an Illinois Municipal Corporation, and is effective this 13th of November, 2018.

**Recitals**

Whereas:

1. The County and Village entered into their *Amended and Restated Agreement for Retail Sanitary Sewer Service to the Village of Kildeer* (“**Sewer Agreement**”) in 2014.
2. The Sewer Agreement provides that the County will treat and dispose of sewage within certain described boundaries of a service area, called the “**Kildeer Retail Service Area**,” under the jurisdiction of the Village.
3. The Village seeks to offer sanitary sewer service to a property intended to be developed with a Northwest Community Hospital Medical Building (“**Medical Building**”), but the property is not currently included within the boundaries of the Kildeer Retail Service Area.
4. Section 4.5 of the Parties’ Sewer Agreement sets forth amendment criteria for expanding the Kildeer Retail Service Area.
5. The County has determined that, subject to the terms and conditions described below, the extension of service to the new property is feasible for the purpose of constructing the Medical Building.
6. The County and Village therefore seek to amend their Sewer Agreement to expand the Kildeer Retail Service Area so that it encompasses the property intended for the Medical Building, as further described below.

**Now therefore**, in consideration of the mutual covenants contained in this amendment, the County and Village hereby agree as follows:

**Section 1: Recitals.**

The foregoing recitals are incorporated into this First Amendment as if fully set forth here.

**Section 2: Expansion of the Kildeer Central Service Area.**

By this First Amendment, the Kildeer Retail Service Area—specifically, its Central Service Area—shall be expanded as shown on Exhibit A to this First Amendment. The expansion area is shown in greater detail on the map attached to this First Amendment as Exhibit A-1.

**Section 3: Conditions Precedent and Subsequent.**

This First Amendment does not supersede any provision of the underlying Sewage Agreement other than altering the Central Service Area, as described above. All conditions and terms contained in the Sewage Agreement apply to the expansion area, just as they did to the previously delineated Central Service Area.

Attached as Exhibit D to this First Amendment is an updated Exhibit D showing the subarea service limits as of the date of this First Amendment but including the estimated 70 P.E. that will be used for the Northwest Community Hospital Medical Building.

**Section 4: Exhibits.**

Exhibits A, A-1, and D, which are attached to this Agreement, are incorporated into this First Amendment and made a part of it. Exhibits A and D supersede the original exhibits labeled “A” and “D” from the underlying Sewer Agreement.

**Section 5: Confirmation.**

Except as modified and amended here, the Sewage Agreement is hereby ratified and confirmed.

**Section 6: Recordation.**

Following its execution by the parties, the County may cause this First Amendment to be recorded in the Office of the Lake County Recorder of Deeds. The County shall bear any recording fees.

**Signed:**

**COUNTY OF LAKE**

**VILLAGE OF KILDEER**

By:\_\_\_\_\_

By:\_\_\_\_\_

Its Chairman, Lake County Board

Its President

Attest:\_\_\_\_\_

Attest:\_\_\_\_\_

County Clerk

Village Clerk