

**RESTATED AND AMENDED
INTERGOVERNMENTAL AGREEMENT
FOR SERVICES AND FOR DISSOLUTION OF
THE LAKES REGION SANITARY DISTRICT**

Between

The County of Lake, Illinois

&

The Lakes Region Sanitary District

Effective as of

_____, **2019**

**RESTATED AND AMENDED
INTERGOVERNMENTAL AGREEMENT
FOR SERVICES AND FOR DISSOLUTION OF
THE LAKES REGION SANITARY DISTRICT**

This **RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT FOR SERVICES AND FOR DISSOLUTION OF THE LAKES REGION SANITARY DISTRICT** ("**Agreement**") is entered into as of this 1st day of May, 2019 (the "**Effective Date**"), between the County of Lake, a unit of local government in the State of Illinois ("**County**"), and the Lakes Region Sanitary District, a unit of local government created under the Sanitary District Act of 1936 ("**District**") (collectively, the County and the District may hereinafter be referred to as the "**Parties**").

Recitals

A. The County and the District have previously entered into that certain 2013 "Restated and Amended Agreement for Sewage Disposal" dated May 14, 2013 (the "**Wholesale Agreement**"), pursuant to which the District agreed to deliver sanitary sewage from the District Sewage Collection System owned and operated by the District to the County Sewerage System owned by the County and operated through the County's Department of Public Works (the "**PW Department**").

B. The County and the District have also previously entered into that certain "Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services" as of November 14, 2017, which agreement was amended by the "First Amendment to Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services" effective as of _28 November_, 2018 (collectively, the "**Original Agreement**").

C. The Original Agreement provided the opportunity for mutual assistance between the County and the District with respect to the County Sewerage System and the District Sewage Collection System.

D. As a result of the successful collaborative experience of the Parties under the Original Agreement, the Parties have explored the utility and desirability of consolidating the functions and operations of the District and the District Sewage Collection System within the PW Department.

E. In addition, upon the consolidation of the District's functions within the PW Department, the District has determined that it would be in the best interests of the District's taxpayers to wind-down the business and financial affairs of the District, to dissolve the District, and to have the County (through the PW Department) acquire all of the assets and responsibilities of the District and the District Sewage Collection System.

F. The County has determined that its PW Department can efficiently and cost-effectively assume all functions and operations of the District and the District Sewage Collection System.

G. The County has further determined that it is appropriate and desirable to cooperate in the dissolution of the District pursuant to the terms of this Agreement and thereafter to acquire all of the assets and responsibilities of the District and the District Sewage Collection System.

H. Pursuant to P.A. 100-874 (codified as 70 ILCS 2805/33.1), the District is authorized to dissolve itself pursuant to a dissolution agreement with the County to acquire all of the assets and responsibilities of the District.

I. This Agreement is intended to be a dissolution agreement pursuant to 70 ILCS 2805/33.1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 2201/1 *et seq.*, Section 5-15010 of the Counties Code (55 ILCS 5/5-15010), Section 33.1 of the Sanitary District Act of 1936 (70 ILCS 2805/33.1), and other applicable powers of the District under 70 ILCS 2805/1 *et seq.*, and all other applicable powers of the County and the District, the Parties hereby agree as follows:

Section 1: Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

Section 2: Definitions. Capitalized terms used in this Agreement shall have the meaning as set forth in the Wholesale Agreement, unless a different meaning is expressly provided for in this Agreement.

Section 3: Termination of Original Agreement. Upon the Effective Date of this Agreement, the Original Agreement between the Parties shall terminate, and the provisions of this Agreement shall control the relations of the Parties regarding the functions and operations of the District and the District Sewage Collection System.

Section 4: Phase I Closing: Assumption of Operations and Functions of District Regarding the District Sewage Collection System. Upon the Effective Date of this Agreement through and until the "Final Closing Date" (as hereinafter defined), the County shall assume those operations and functions of the District as set forth in this Section 4.

A. Functions and Operations of the District Sewage Collection System. As of the Effective Date, the County shall provide all personnel, equipment, materials, services, and be responsible for all third-party vendors and material suppliers that may be necessary or appropriate for the operation, maintenance, regulatory and contractual compliance, and overall functioning of the District Sewage Collection System (the "***Operational Activities***"). The District Sewage Collection System shall include without limitation all facilities and associated land, easements, and rights-of-way (exclusive of the "District Headquarters," as hereinafter defined) that the District, from time-to-time, owns or operates for the purpose of or related to the Collection or Transportation of Sewage within the District for delivery to third-party sewerage systems, including the County Sewerage System. The County shall bear all financial responsibilities relating to the Operational Activities associated with the District Sewage Collection System, which Operational Activities shall be performed in accordance with all federal, State, and local statutes, laws, regulations, ordinances, requirements, and all contractual obligations (the "***Requirements of Law***").

B. Administrative Functions. Except as set forth in Section 5 of this Agreement, beginning on December 1, 2019, the County shall provide all personnel, equipment, materials, services, and be responsible for all third-party vendors and material suppliers that may be necessary or appropriate for conducting the administrative affairs of the District, including billing and collection, capital improvement program planning and management, development review and permitting, receiving and managing all customer service calls, issuing notices associated with the Operational Activities, and all such other activities that are customary for the operations of the District (the “**Administrative Activities**”). The County shall bear all financial responsibilities relating to the Administrative Activities associated with the District Sewage Collection System.

C. Utilization and Transfer of District Property.

- i. For purposes of performing the Operational Activities as of the Effective Date, the District shall make available to the County use of all District real and personal property relating to the District Sewage Collection System, subject to the provisions of Section 5 below. In addition, beginning as of the Effective Date, the County may identify in writing such vehicles, equipment, and other items of personal property of the District that may be useful or necessary in connection the Operational Activities (the “**District Operational Property**”), and the District agrees to allow the County to have full use, possession, and control of such District Operational Property for purposes of performing Operational Activities and such other activities as the County deems appropriate. Upon the County’s taking possession and control of any District Operational Property, the County shall assume responsibility for all maintenance and repair of the District Operational Property. In addition, as of December 1, 2019, the District shall transfer title to all of the District Operational Property to the County.
- ii. For purposes of performing the Administrative Activities, the County may deliver one or more written inventories to the District by October 15, 2019 identifying all District real and personal property to be used in connection with the Administrative Activities (the “**District Administrative Property**”). No later than December 1, 2019, the District shall make the District Administrative Property available for the County’s sole use, possession, and control; provided that the District may defer the date upon which the County takes possession and control of District Administrative Property until December 1, 2019 (or a later date if mutually agreed between the County and District) if such District Administrative Property is necessary for the District to perform its Ongoing Activities (as defined in Section 5). Upon the County taking possession and control of any District Administrative Property (which may occur at any time after the Effective Date in accordance with this Section 4.C.ii), the County shall assume responsibility for all maintenance and repair related to the District Administrative Property. In addition, except as otherwise provided in this Section 4.C.ii, the District shall transfer title to the District Administrative Property to the County prior as of December 1, 2019.
- iii. The Parties acknowledge that, in furtherance of the District’s efforts pursuant to Section 5.c of this Agreement, certain District property has been removed from the District Headquarters and delivered to the County prior to the Effective Date, which property is listed in Exhibit A attached hereto (the “**Pre-Execution**”).

Transfer Property). As of the Effective Date, the County shall have exclusive possession and control over the Pre-Execution Transfer Property. Upon the Effective Date, the County shall assume responsibility for all maintenance and repair related to the Pre-Execution Transfer Property. In addition, as of December 1, 2019, the District shall transfer title to all of the Pre-Execution Transfer Property to the County.

- iv. The transfer of the District Sewage Collection System, the District Operational Property, the District Administrative Property, and the Pre-Execution Transfer Property shall be effected through the District's execution and delivery to the County of a Bill of Sale in substantially the form attached hereto as Exhibit B and made a part hereof. To the extent that the District Sewage Collection System includes any "District Real Property Interests" (as defined in Section 7.B.1.a.iii of this Agreement), the conveyance of such District Real Property Interests shall be deferred until Closing.

Section 5: Ongoing Activities of the District. Upon the Effective Date of this Agreement through and until the Final Closing Date (except as otherwise expressly stated in this Section 5), the District and its Board of Trustees shall continue to perform the following activities (the "**Ongoing Activities**"):

- a. Annually take all necessary and appropriate actions, including without limitation the adoption of appropriation and tax levy ordinances, to extend the real estate taxes (the "**Real Estate Taxes**") necessary to retire all outstanding debts of the District (the "**Debt Obligations**"), including amounts due and owing pursuant to any contract or agreement to which the District is a party [except such contracts or agreements that the Parties identify as including obligations routinely incurred as part of the operation of the District Sewage Collection System (the "**Operational Incurrences**")], and to pay the costs of the Ongoing Activities of the District. The Debt Obligations shall include without limitation those obligations set forth in Exhibit C to this Agreement;
- b. Through and until December 1, 2019, perform all Administrative Activities; provided, however, that the County may agree to assume some or all Administrative Activities sooner than December 1, 2019 if the County elects to do so to effectively transition the Administrative Activities from the District to the County;
- c. Approve from time-to-time any ordinances or other measures relating to the Operational Activities and Administrative Activities of the District and the District Sewage Collection System as may be requested by the County or the Director of its PW Department, including termination of third-party contracts unrelated to the provision of Sanitary Sewer Service and disposition of surplus property;
- d. File (or authorize the filing by the County of) all necessary or appropriate reports, notifications, or other matters to ensure that the District remains in compliance with all Requirements of Law, and provide electronic copies of such filings, along with substantiating documentation, to the County;
- e. Take such actions necessary to sell or otherwise dispose of the District's real property identified in Exhibit D to this Agreement (the "**District Headquarters**"), provided that (i) the District shall be responsible for all maintenance and operational costs related to the

District Headquarters, and (ii) the District shall provide the County at least 45 days' prior written notice of any impending sale of the District Headquarters;

- f. Take such actions necessary to sell or otherwise dispose of any and all of the District's other personal or real property, except for the property that is part of the District Sewage Collection System, the District Operational Property, the District Administrative Property, or the Pre-Execution Transfer Property (the "**Other District Property**"), provided that (i) the District shall be responsible for all maintenance and operational costs related to the Other District Property, and (ii) the District shall provide the County at least 15 days' prior written notice of any impending sale or disposition of Other District Property;
- g. Employ, engage, and pay for such individuals, third-party service providers, and related goods and services as may be necessary to perform effectively the Ongoing Activities of the District (including the maintenance of property, liability, and other insurance or self-insurance), provided that the PW Department may provide assistance to the District's Board of Trustees as may be agreed in writing from time-to-time;
- h. Provide the County with such information as may be requested in connection with the "Pre-Closing Activities" and approve all documents and actions in connection with the "Closing Activities" as set forth in Section 7 of this Agreement;
- i. Take all action necessary to ensure that the County receives the Consideration provided for in Section 6 of this Agreement; and
- j. Perform such other governmental functions that are conferred upon the District and its Board of Trustees in a manner consistent with this Agreement and in accordance with all Requirements of Law.

Section 6: Consideration. In addition to the mutual obligations set forth in Sections 4 and 5 of this Agreement, as additional consideration for undertaking the Operational Activities and Administrative Activities of the District and the District Sewage Collection System pursuant to this Agreement: (a) as of the Effective Date, the District shall deliver to the County by the 15th day of each month all moneys received by or on behalf of the District, except the Real Estate Taxes; (b) the District shall electronically deliver to the County detailed documentation substantiating the moneys described in Section 6(a), including without limitation billing and/or cash receipts registers relating to the Customers of the District, general ledger reports, and monthly ledger and bank reconciliations, which documentation shall be provided contemporaneously with the delivery of the moneys described in Section 6(a); (c) as of the Effective Date, the District shall deliver to the County periodic statements from all accounts with funds-on-hand of the District (other than permit escrow funds)(the "**District Account Funds**"); (d) as of December 1, 2019, the District shall transfer all permit escrow funds on hand or thereafter received, along with all records relating to the permits for which the escrow moneys were collected; and (e) on and after December 1, 2019, the County shall be entitled to retain all moneys that the County bills and collects with respect to the District Sewage Collection System.

Section 7: Pre-Closing Activities; Closing; Dissolution.

A. **In General.** Subject to the terms of this Section, the Parties desire to undertake all necessary and appropriate activities to effect the transfer by the District, and the acquisition by the County, of all the assets and responsibilities of the District (the "**Transfer**").

B. Pre-Closing Activities. The Parties shall cooperate with each other in order to complete all of the following activities (the “**Pre-Closing Activities**”) in preparation for and in furtherance of effecting the Transfer:

1. By the County: The County shall have the right to take the following actions and perform the following activities as part of the Pre-Closing Activities:
 - a. Perform such due diligence as the County deems necessary or appropriate to understand the condition of the District Sewage Collection System and the financial condition of the District, including without limitation:
 - i. Access to and review of the financial system and records of the District;
 - ii. Testing such elements of the District Sewage Collection System as the County determines to be appropriate; provided, however, that the County shall (A) bear full responsibility for any damage to the District Sewage Collection System that may result from such testing and (B) hold the District harmless from any injuries or damage resulting therefrom;
 - iii. Investigate the real estate interests of the District relating to the District Sewage Collection System and any real property included as part of the District Administrative Property (the “**District Real Property Interests**”), including without limitation fee title interests, grants of easement, and prescriptive easements; provided, however, that the District Headquarters shall not be included as part of the District Real Property Interests; and
 - iv. Review of all contractual obligations that the District may have with respect to the District Sewage Collection System, the District Real Estate Interests, the Debt Obligations, or any other aspect of assets and responsibilities of the District.
 - b. Review the property of the District for purposes of identifying the District Operational Property or preparing inventories of District Administrative Property;
 - c. Obtain from the Illinois Municipal Retirement Fund (“**IMRF**”) such certifications regarding the status of the District’s accounts and obligations with respect to the contributions due to IMRF or refunds due from IMRF (and such other related information as the County may deem necessary or appropriate) for the employees and former employees of the District. Any underfunding of the District’s accounts and obligations relating to IMRF may, in the County’s discretion, be deemed part of the District’s Debt Obligations.
 - d. Request from the District any and all public records of the District as may be necessary or appropriate for purposes of performing its due diligence with respect to the Transfer.

- e. Undertake such reviews, inspections, inquiries, and investigations as may be necessary or appropriate for purposes of performing its due diligence with respect to the Transfer.
 - f. Employ such persons and retain such services as the County determines is necessary or appropriate to manage the assets and responsibilities of the District following the Transfer.
 - g. Take all actions necessary or appropriate to authorize the County to complete the Transfer in a manner that is in the best interests of the County and not otherwise inconsistent with the terms of this Agreement.
2. By the District: The District shall have the obligation to take the following actions and perform the following activities as part of the Pre-Closing Activities:
- a. Perform all of the Ongoing Activities;
 - b. Dispose of the District Headquarters and the Other District Property;
 - c. Utilize the Real Estate Taxes, the proceeds from the disposition of the District Headquarters and Other District Property, and the District Account Funds to pay for the Ongoing Activities and to discharge the Debt Obligations;
 - d. Refrain from incurring any additional debt by or on behalf of the District, except as may be approved in writing by the County;
 - e. Under the Local Records Act, 50 ILCS 205/1, dispose of records that are eligible for such treatment, and then promptly deliver or otherwise make available to the County any and all public records of the District as the County may request, including without limitations records relating to the District's finances (including the District Fund Accounts), the Debt Obligations, the District Sewage Collection System, and the District Real Property Interests;
 - f. Provide a sworn statement to the County identifying all contract, agreements, or other undertakings of the District pursuant to which there are Operational Incurrences;
 - g. Notify the County in accordance with this Agreement when the District Headquarters has been sold or otherwise disposed;
 - h. After the District has fully discharged all the Debt Obligations, provide a sworn statement to the County confirming the discharge of the Debt Obligations;
 - i. Provide IMRF such authorizations to allow the County to fully satisfy its Pre-Closing Activities as set forth in Subsection 7.B.1.b of this Agreement;

- j. Take all actions necessary or appropriate to authorize the District to complete the Transfer; and
- k. Such other actions as may be necessary or appropriate to complete the Pre-Closing Activities, cause the Closing Activities (as hereinafter defined) to be fully and satisfactorily undertaken and authorized, and otherwise effect the Transfer.

C. Closing. The Parties anticipate that, subject to the sale of the District Headquarters and the collection of sufficient Real Estate Taxes by the District, the Debt Obligations of the District will be fully discharged following distribution of Real Estate Taxes in 2021, at which time the final dissolution of the District will occur. At a date mutually acceptable to the County and the District, but in no event before, or more than 45 days after, the County has completed its Pre-Closing Activities and the District has completed the actions set forth in Subsections 7.B.2.b, 7.B.2.f, and 7.B.2.h of this Agreement (or such other time as the Parties may otherwise agree in writing)(the “**Final Closing Date**”), the Parties shall complete all activities necessary to effect the Transfer (the “**Closing**”). As part of the Closing, the Parties shall be required to undertake, deliver, satisfy, or otherwise perform the following activities (the “**Closing Activities**”):

1. By the District: As part of its Closing Activities, the District shall:
 - a. Execute and deliver to the County all documents as may be necessary to transfer or assign to the County any remaining moneys (including amounts in any District Fund Accounts), accounts receivable, future tax receipts, instruments, contingent interests, other financial interests, or other negotiable instruments (the “**District Financial Holdings**”) following the completion of the Pre-Closing Activities.
 - b. Execute and deliver to the County any deeds, assignments, or other forms of conveyance that the County may reasonably request as a result of the Pre-Closing Activities with respect to the District Real Property Interests.
 - c. Deliver to the County a certification of an independent auditor of the District that all Debt Obligations (other than Operational Incurrences) and accounts payables of the District have been fully satisfied and discharged (except as may otherwise be approved in writing by the County).
 - d. Deliver to the County a certification of an independent auditor of the District (or such other certification acceptable to the County) setting forth the status of all accounts receivable of the District.
 - e. Deliver to County evidence that assignments of the District’s rights and obligations pursuant to contracts, agreements, and other undertakings or arrangements of the District (the “**Miscellaneous District Contracts**”) have been authorized by the other parties to the Miscellaneous District Contracts.
 - f. Adopt an ordinance providing for the dissolution of the District upon completion of the Closing, which ordinance shall be in substantially the form attached hereto as Exhibit E (the “**Dissolution Ordinance**”), and

deliver twenty (20) certified copies of the Dissolution Ordinance to the County.

- g. Deliver to the County such other documents that the County may reasonably request to fully and effectively complete the Transfer, including without limitation such certifications from District representatives (which may include the attorney for the District) to satisfy the County that the District has satisfactorily completed all of its Pre-Closing Activities and Closing Activities.
2. By the County: As part of its Closing Activities, the County shall adopt a resolution authorizing the County's formal acceptance of assumption of all the remaining assets and responsibilities of the District effective as of the Final Closing Date, which resolution shall be in substantially the form attached hereto as Exhibit F (the "**Assumption Resolution**"), and present a certified copy of the Assumption Resolution to the District representative at the Closing.
 3. By the Parties: As part of its Closing Activities, the Parties shall cooperate to identify such actions that may be necessary or appropriate to give full effect to the Transfer, and to take those actions so that, upon conclusion of the Closing of the Transfer: (a) all business and activities of the District shall have been concluded; (b) all ongoing functions and responsibilities (including without limitation the Operational Incurrences) of the District have been assumed by the County (except to the extent such functions are no longer deemed necessary to continue or such responsibilities have been discharged); (c) all remaining assets of the District (including without limitation the District Financial Holdings and the District Real Property Interests) have been assumed by the County; and (d) the District has been fully and effectively dissolved.

D. Dissolution of District. Upon and following the Closing, the District shall have been dissolved, and the County shall have assumed all assets of the District, and the County shall have further assumed all responsibilities of the District.

Section 8: Post-Closing Dissolution Activities. Following the completion of the Closing, the County shall do the following:

- a. Within 60 days after the Closing, notify the Illinois Environmental Protection Agency ("**IEPA**") of the dissolution of the District and provide the IEPA with a certified copy of this Agreement, a certified copy of the Dissolution Ordinance, and a certified copy of the Assumption Resolution;
- b. Within 60 days after the Closing, record in the Office of the Lake County Recorder a certified copy of the Dissolution Ordinance along with a certified copy of the Assumption Resolution;
- c. Within 60 days after the Closing, file with the Lake County Clerk and with the Lake County Treasurer a certified copy of the Dissolution Ordinance and a certified copy of the Assumption Resolution, as well as such other documentation to ensure that any

future tax revenues otherwise due to the District will be delivered to the County in care of the PW Department;

- d. Notify the Customers of the District that the District has been dissolved and that the County has assumed the assets and responsibilities of the District, which notification may be included with regular billing information issued by the County to such Customers; and
- e. Take any and all other actions that the County deems necessary or appropriate to continue sewerage services for Customers tributary to the District Sewage Collection System.

Section 9: Other Provisions.

A. Effective Date. This Agreement will become effective as of May 1, 2019, provided that all of the Parties have signed it by such date.

B. Term. This Agreement may be terminated at any time by either Party by providing notice in writing of the Party's intent to terminate at least 60 days prior to the intended date of termination (a "**Termination Notice**"); provided, however, that:

- 1. The County may not issue a Termination Notice after the District has completed the actions set forth in Subsections 7.B.2.b, 7.B.2.f, and 7.B.2.h of this Agreement;
- 2. In the event that either Party issues a Termination Notice, the Parties shall meet within seven (7) days after the issuance of such Termination Notice and shall negotiate in good faith to resolve any matters that might have prompted the issuance of the Dissolution Notice with the goal of preserving the Parties' objective of dissolving the District. The Party issuing the Termination Notice may, while such good faith negotiations are proceeding, extend the date of termination as set forth in the Termination Notice without prejudice to its right to terminate this Agreement.

C. Governing Law; Venue. The laws of the State of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this Agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

D. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

E. Modification; Entire Agreement. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements (except as otherwise herein provided).

F. Waivers. No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

G. Mutual Indemnity Provision.

1. The County agrees to indemnify the District for all claims, demands, lawsuits, damages, liabilities, and costs ("**Liability Claims**") incurred by the District or third parties that directly or indirectly result from, or arise in connection with, any negligent act or omission of the County, its agents, or employees, pertaining to its activities and obligations under this Agreement.
2. The District agrees to indemnify the County for all Liability Claims incurred by the County or third parties that directly or indirectly result from, or arise in connection with, any negligent act or omission of the District, its agents, or employees, pertaining to its activities and obligations under this Agreement.
3. Neither the County nor the District waives any right to assert immunities that may be applicable to any circumstance that may give rise to a Liability Claim.
4. Within ten (10) days after a Party becomes made aware of a Liability Claim to which this Subsection 9.G may apply, such Party shall notify the other Party, and the other Party shall have the right under this Agreement to intervene in any proceeding or assume the defense relating to such Liability Claim.

H. Authority. Each of the Parties represent that the person executing this Agreement on behalf of such Party has been authorized to do so, and this Agreement is binding and effective with respect to such Party.

I. Notice. Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt. In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

For the County:

Amy McEwan
Interim County Administrator
Lake County Administrator's Office
Lake County Building
18 N. County Street
Waukegan, IL 60085
Email: AMcEwan@lakecountyil.gov

With a copy to:

Rod Worden
Director
Lake County Public Works Department
650 W. Winchester Rd.
Libertyville, IL 60048
Email: RWorden@lakecountyil.gov

For the District:

Kevin Hunter
President
Lakes Region Sanitary District
25700 West Old Grand Avenue
Ingleside, IL 60041
Email: khunter@LRSanitary.com

The Parties may change the persons to whom notices shall be sent or the addresses to which notices shall be sent by notifying the other Party in the manner prescribed in this Subsection 9.H.

J. Counterparts. The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representative as of the date noted with their signatures.

Signed:

COUNTY OF LAKE

By: _____

Sandy Hart

Its County Board Chair

Date: _____

LAKES REGION SANITARY DISTRICT

By: _____

J. Kevin Hunter

Its President

Date: _____

EXHIBIT A

Pre-Execution Transfer Property

EXHIBIT B

Form of Bill of Sale

EXHIBIT C

Pre-Identified Debt Obligations

EXHIBIT D

Description of District Headquarters

EXHIBIT E

Dissolution Ordinance

[Drafting Note: Dissolution Ordinance to include a legal description of the LRSD.]

EXHIBIT F

Assumption Resolution