

**SECOND AMENDMENT TO EXTRATERRITORIAL SERVICE AGREEMENT
BETWEEN THE CITY OF CHICAGO AND THE METROPOLITAN
WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR
THE O'HARE MODERNIZATION PROGRAM WITHIN DUPAGE COUNTY**

THIS Second Amendment to Agreement ("Second Amendment") is made and entered into between the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC"), a body corporate and politic and unit of local government organized and existing under the laws of the State of Illinois, and the City of Chicago ("CITY"), a municipal corporation organized and existing under the laws of the State of Illinois.

WITNESSETH THAT:

WHEREAS, the CITY and the MWRDGC entered into a written agreement on November 19, 2008, entitled "Extraterritorial Service Agreement Between the City of Chicago and the Metropolitan Water Reclamation District of Greater Chicago for the O'Hare Modernization Program Within DuPage County" ("Agreement") whereby the MWRDGC authorized use of its collection and treatment facilities for sewage and industrial wastes (including contaminated stormwater) originating on and discharging from an area of land consisting of 994 acres of airport property located entirely in DuPage County and within the O'Hare Modernization Program's statutory boundaries, referred to in the Agreement as the OMP DUPAGE COUNTY SERVICE AREA;

WHEREAS, the City and the MWRDGC subsequently entered into a written agreement on October 2, 2014 entitled "Amendment to Extraterritorial Service Agreement between the City of Chicago and the Metropolitan Water Reclamation District of Greater Chicago for the O'Hare Modernization Program within DuPage County" ("First Amendment"), which amended provisions of the Agreement relating to: 1) the OMP Phase II development deadline; 2) discharges from the airport's South Airfield Detention Basin

during the months of May through October; 3) discharges of groundwater from the airport's North Airfield Detention Basin; 4) a fee for pumping contaminated stormwater from the airport out of the MWRDGC's Tunnel and Reservoir Plan facilities; 5) the MWRDGC's right to access the airport for sampling purposes; 6) additional documentation to be submitted in conjunction with the CITY's payment of annual service charges; and 7) the United States Environmental Protection Agency's pretreatment program requirements;

WHEREAS, the CITY has submitted revised drawings to the MWRDGC indicating that the boundaries of the OMP DUPAGE COUNTY SERVICE AREA have changed since the original Agreement, and consequently the parties now wish to amend the Agreement as modified by the First Amendment and to address: 1) the new boundaries of the OMP DUPAGE COUNTY SERVICE AREA; and 2) payment by the City of the MWRDGC's Extraterritorial Connection Impact Fee for the additional acreage;

WHEREAS, a legal description of the boundaries of the AMENDED OMP DUPAGE COUNTY SERVICE AREA is attached hereto as Exhibit A;

WHEREAS, a map depicting the revised boundaries of the OMP DUPAGE COUNTY SERVICE AREA (hereinafter referred to as the ``AMENDED OMP DUPAGE COUNTY SERVICE AREA'') is attached hereto as Exhibit B;

WHEREAS, the boundaries of the AMENDED OMP DUPAGE COUNTY SERVICE AREA are located entirely within the MWRDGC's current Facility Planning Area (``FPA''), pursuant to the modification of the FPA boundaries approved by the Illinois Environmental Protection Agency on January 8, 2013;

WHEREAS, the parties wish to enter into this Second Amendment to incorporate and adopt the revised boundaries of the AMENDED OMP DUPAGE

COUNTY SERVICE AREA, as indicated in Exhibits A and B of this Second Amendment, in place of the original boundaries specified in the Agreement;

WHEREAS, the CITY warrants that the information contained in Exhibits A and B of this Second Amendment is true and correct to the best of its knowledge, and acknowledges that the MWRDGC is relying on the truth and accuracy of these exhibits as part of its review of the CITY's applications for permits, authorizations and other plans for the North and South Airfields;

WHEREAS, according to Exhibits A and B of this Second Amendment, the total area of the AMENDED OMP DUPAGE COUNTY SERVICE AREA has increased in size from 994 acres to 1092.70 acres, a net increase of 98.70 acres;

WHEREAS, under Article 6a of the Agreement, the CITY is obligated to pay the MWRDGC an Extraterritorial Connection Impact Fee in the amount of \$7,500 per acre;

WHEREAS, under this Second Amendment, Article 6a of the Agreement shall hereby be amended to reflect that the CITY shall pay to the MWRDGC an Extraterritorial Connection Impact Fee of \$740,250 for the additional 98.70 acres in the AMENDED OMP DUPAGE COUNTY SERVICE AREA, in addition to any remaining obligations it may have regarding payment of the Extraterritorial Connection Impact Fee for the original 994 acres;

WHEREAS, the CITY shall pay the MWRDGC the \$740,250 Extraterritorial Connection Impact Fee for the additional acreage within the AMENDED OMP DUPAGE COUNTY SERVICE AREA on or before December 31, 2017.

WHEREAS, to the extent there is any conflict between the terms and conditions of this Second Amendment with the terms and conditions of the

Agreement or the First Amendment, the terms and conditions of this Second Amendment shall control;

WHEREAS, all other terms and conditions contained in the Agreement as modified by the First Amendment not expressly amended in this Second Amendment shall continue to remain in full force and effect;

WHEREAS, authority to negotiate and execute this Second Amendment was granted by the MWRDGC Board of Commissioners at its meeting of _____; and

WHEREAS, this Second Amendment shall become effective on the date of the last signature affixed hereto.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, it is agreed by and between the parties that the recitals set forth above shall hereby be adopted as the terms and conditions of this Second Amendment to the written agreement between the parties dated November 19, 2008, entitled ``Extraterritorial Service Agreement Between the City of Chicago and the Metropolitan Water Reclamation District of Greater Chicago for the O'Hare Modernization Program Within DuPage County'' as that Agreement was modified by the written agreement of the parties dated October 2, 2014, entitled ``Amendment to Extraterritorial Service Agreement between the City of Chicago and the Metropolitan Water Reclamation District of Greater Chicago for the O'Hare Modernization Program within DuPage County.''

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago, the parties hereto, have each caused this ``Second Amendment to Extraterritorial Service Agreement Between the City of Chicago and the Metropolitan Water Reclamation District of Greater Chicago for the O'Hare Modernization Program Within

DuPage County'' be executed in quadruplicate, by their duly authorized officers to be duly attested and their seals to be hereunto affixed.

ATTEST: METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

BY: _____
Clerk

BY: _____
Chairman
Committee on Finance

DATE: _____

DATE: _____

The signature of the Clerk of the Metropolitan Water Reclamation District of Greater Chicago was signed and sworn before me this _____ day of _____, 2017

NOTARY PUBLIC

The signature of the Chairman of the Committee on Finance of the Metropolitan Water Reclamation District of Greater Chicago was signed and sworn before me this _____ day of _____, 2017

NOTARY PUBLIC

ATTEST: CITY OF CHICAGO

BY: _____
Ginger S. Evans
Commissioner
Chicago Department of Aviation

DATE: _____

The signature of the Commissioner of the Chicago Department of Aviation
was signed and sworn before me this _____ day of
_____, 2017

NOTARY PUBLIC

**APPROVED BY THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO**

AS TO ENGINEERING:

Engineer of Local Sewers Systems

Assistant Director of Engineering

Director of Engineering

Director of Maintenance and Operations

Director of Monitoring and Research

AS TO FORM AND LEGALITY:

Head Assistant Attorney

Acting General Counsel

APPROVED:

Executive Director

Date

APPROVED BY THE CITY OF CHICAGO

AS TO ENGINEERING:

Ross Anderson, P.E. , Chief Engineer
BPC Airport Partners
OMP Master Civil Engineer

Date

AS TO FORM AND LEGALITY:

Edward N. Siskel
Corporation Counsel

Date

EXHIBIT A
AMENDED OMP DUPAGE COUNTY SERVICE AREA

LEGAL DESCRIPTION

THAT PART OF SECTION 1, SECTION 12 AND SECTION 13, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

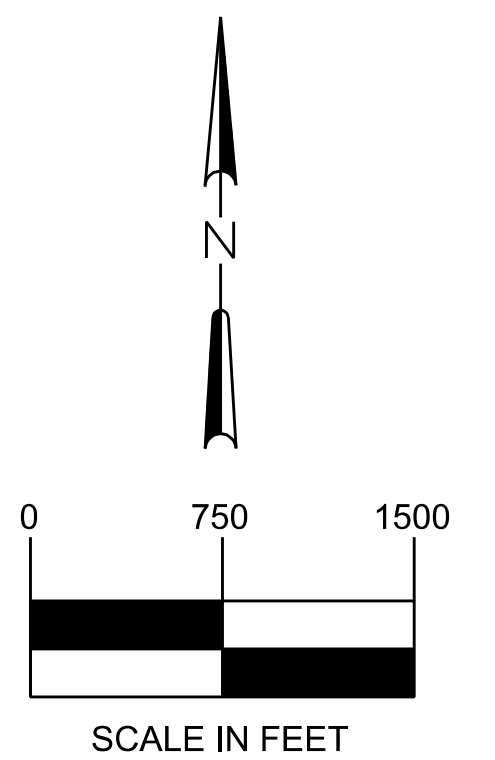
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 35 MINUTES 39 SECONDS EAST, 5289.92 FEET ALONG THE EAST LINE OF SAID SECTION 1 TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 35 MINUTES 39 SECONDS EAST, 5258.81 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 52 SECONDS EAST, 39.90 FEET TO THE NORTHEAST CORNER OF SECTION 13; THENCE SOUTH 00 DEGREES 21 MINUTES 52 SECONDS EAST, 3082.07 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES 30 SECONDS WEST, 850.77 FEET; THENCE SOUTH 52 DEGREES 51 MINUTES 56 SECONDS WEST, 513.72 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 21 SECONDS WEST, 662.51 FEET; THENCE NORTH 67 DEGREES 43 MINUTES 21 SECONDS WEST, 393.55 FEET; THENCE NORTH 07 DEGREES 05 MINUTES 34 SECONDS EAST, 119.88 FEET; THENCE NORTH 81 DEGREES 51 MINUTES 02 SECONDS WEST, 473.98 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 09 SECONDS WEST, 297.99 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 20 SECONDS EAST, 63.52 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 21 SECONDS WEST, 324.64 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 25 SECONDS EAST, 403.51 FEET; THENCE NORTH 03 DEGREES 14 MINUTES 43 SECONDS WEST, 286.50 FEET; THENCE SOUTH 86 DEGREES 18 MINUTES 14 SECONDS WEST, 442.25 FEET; THENCE SOUTH 73 DEGREES 25 MINUTES 03 SECONDS WEST, 340.46 FEET; THENCE NORTH 17 DEGREES 53 MINUTES 18 SECONDS WEST, 95.17 FEET; THENCE NORTH 73 DEGREES 25 MINUTES 03 SECONDS EAST, 340.46 FEET; THENCE NORTH 39 DEGREES 19 MINUTES 29 SECONDS EAST, 146.60 FEET; THENCE WEST, 988.55 FEET; ALONG A NON-TANGENTIAL CURVE CONCAVE NORTH HAVING A RADIUS OF 899.67 FEET; AND A CENTRAL ANGLE OF 62 DEGREES 57 MINUTES 23 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 38 DEGREES 29 MINUTES 56 SECONDS WEST; THENCE NORTH 01 DEGREES 08 MINUTES 12 SECONDS WEST, 1256.80 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 39 SECONDS WEST, 372.45 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, 630.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, 371.95 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, 600.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 39 SECONDS WEST, 371.95 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, 570.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, 371.95 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, 250.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 39 SECONDS WEST, 900.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, 250.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, 272.43 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 3500.09 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, 551.91 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 39 SECONDS WEST, 809.73 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 16 SECONDS WEST, 548.62 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 44 SECONDS WEST, 670.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 16 SECONDS EAST, 548.83 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 39 SECONDS WEST, 607.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 16 SECONDS WEST, 324.02 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS WEST, 1230.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, 374.46 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 56 SECONDS WEST, 1384.63 FEET; TO THE NORTH LINE OF SAID SECTION 1; THENCE NORTH 88 DEGREES 11 MINUTES 08 SECONDS EAST, 3218.57 FEET ALONG SAID NORTH LINE OF SECTION 1, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS: 1092.70 ACRES, MORE OR LESS.

35

36

31



DEVON AVE.

COOK COUNTY
DUPAGE COUNTY

3218.57'
N88°11'8"E

TOWNSHIP 41 NORTH
TOWNSHIP 40 NORTH

POB

2

1

6

R/W 9R

SERVICE AREA BOUNDARY
(1093 ACRES)

YORK ROAD

DUPAGE COUNTY
COOK COUNTY

11

12

7

R/W 10L

R/W 10C

14

18

DUPAGE COUNTY
COOK COUNTY

IRVING PARK RD.

- ① N0°24'21"W 324.64'
② N7°05'34"E 119.88'

EXHIBIT B
AMENDED OMP DUPAGE COUNTY
SERVICE AREA

02/13/2017