

AN AGREEMENT RELATED TO THE 57 ACRE PROPERTY  
FILL AND GRADING PROJECT  
on Illinois Route 120 and Wilson Road

This Agreement (the "Agreement") is made this 14<sup>th</sup> day of September, 2017 (the "Effective Date"), by and between CHDS, LLC, an Illinois limited liability company, 1098 Milwaukee Ave. #303, Wheeling IL 60090 (the "Developer"), and the Village of Round Lake, an Illinois municipal corporation (the "Village"). The Developer and the Village are sometimes collectively referred to herein as the "Parties."

RECITALS

- A. The property is situated within the Village, consisting of PIN Number 05-36-400-015 ("Subject Property"). The Subject Property is owned by the Village of Round Lake. The Developer wishes to import dirt, export topsoil, and fill and grade the property, in addition to recycling concrete and composting organics.
- B. The Parties seek to enter this Agreement to establish the terms for Developer's Work which will include: (i) filling and grading the Subject Property; (ii) construction of any visual barriers requested by the Village (as explained below); (iii) post filling and grading landscaping; (iv) recycling concrete and composting organic materials; and (v) all other tasks and responsibilities outlined or implied by this Agreement.
- C. The Parties acknowledge that only clean dirt may be deposited on this site.
- D. The Parties now seek to enter into this Agreement pursuant to the Authority granted by, among others, Division 76 of Article 11 of the Illinois Municipal Code (65 ILCS 11-76-1).
- E. The Village requires this Agreement be executed prior to Developer, its contractors, subcontractors and agents entering onto the Subject Property and prior to Developer, its contractors, subcontractors and agents beginning any of Developer's Work.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, CONVENANTS, AND AGREEMENTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. The foregoing recitals to this Agreement are hereby incorporated into and made a part of this Agreement.
- 2. The Parties agree that this Agreement shall be executed and kept on file with the Village.
- 3. The Parties agree, all environmental matters will be covered by this Agreement and further subject to the provisions and requirements of SMC (defined below) engineering codes and any



Federal, State or local laws or governmental agencies that have jurisdiction over the Subject Property.

4. Developer agrees to add additional landscaping on the Subject Property and adjacent parcels should the Village find it necessary, and such landscaping will obtain health growth conditions as determined by the Village, which may include, but shall not be limited to, rolling berms, trees, plants, and grass. In addition, Developer may be required to create a visual barrier for the filling and grading operations. The landscaping and tasks defined in this section, for the sake of clarification, will be part of Developer's Work. The landscaping and visual barrier described herein will be designed by the Village's Engineer, at a cost not to exceed \$50,000.
5. Developer agrees, covenants and warrants to obtain and maintain all permits necessary for Developer's Work *prior* to engaging in Developer's Work and *prior* to engaging in Developer's Work to forward copies of the same to Village.
6. Developer agrees, covenants and warrant to obtain all necessary approval for all of Developer's Work including, but not limited to: Illinois Department of Transportation for work in and/or adjacent to Route 120 right-of-way; and Lake County Division of Transportation for any work in and/or adjacent to the Wilson Road right-of-way.
7. Developer agrees, covenants and warrants to keep any roadway affected by Developer's Work clean and accessible to local traffic under normal operations.
8. Upon completion of the approved fill/grading plans, the Parties agree that restoration work will commence after notice is given by the Village that the fill/grading project is no longer needed. That all restoration work will be completed according to the Village Engineer's plans and specifications.
9. The Parties agree to work with nature conservation groups regarding the preservation of significant trees and other natural features.

### **Section 1: Approvals and Requirements**

- 1.1 Required Permits. No Work may commence unless and until the Developer secures all required permits (including without limitation watershed development and county/state highway access permits) as may be required from any agency having jurisdiction over the Subject Property and copies of such permits are provided to the Village. Developer shall be solely responsible for paying for all permits and fees associated with the permits.
- 1.2 Approvals. Prior to commencing any work the Developer shall present to the Village all plans, studies, reports, surveys, and other materials that might be necessary under the applicable Village Codes and Ordinances or that might be requested by the Village Engineer, which shall include reports, studies or other materials regarding the decibel level





of any equipment being used, runoff and stormwater management, and the projected dust levels from operations and the spread of dust and sound to nearby residents and commercial establishments (collectively "Reports").

1.3 Conditions Precedent. *It is understood that Village approval of the Reports is a condition precedent to Developer receiving permission to enter the Subject Property; If Village, in its sole discretion, finds the Reports unacceptable then this Agreement shall be null and void and neither Party will owe anything further to the other Party. The Village shall review the Reports in coordination with the Village Engineer and Stormwater Management Commission of Lake County ("SMC") and any other governmental party have jurisdiction and being affected by this Agreement. It is understood that the Village Engineer will be approving preliminary filling/grading plans, post filling/grading plans, landscaping plans and all other plans associated with Developer's Work and that the Village has a interest in maintaining the aesthetic of the community as a first-class village in Illinois.*

## **Section 2. Indemnification and Insurance**

2.1 Indemnification. Developer shall forever indemnify, defend, and save the Village and its elected and unelected officers, officials, employees, agents, attorneys, engineers, and representatives (the "Village Indemnified Parties") harmless from and against any and all claims, lawsuits, actions, demands, judgments, damages, injuries, liabilities, losses, costs, and expenses (including attorneys' fees, paralegal's fees, courts costs and administrative expenses) (collectively, "Claims"), that may arise, or be alleged to have risen, out of, in connection with, or relating to this Agreement, the development, Developer's Work or any of the approvals granted as part of this Agreement (including without limitation the issuance by the Village of any permits before all public improvements are completed); provided, however, that the Developer shall not be required to indemnify or save harmless the Village Indemnified Parties to the extent the Claims arise from the grossly negligent or intentional conduct of the Village Indemnified Parties. It is expressly understood and agreed that the Village is not waiving any immunities that it may assert in response to any such action.

2.2 Insurance. Developer shall furnish to the Village evidence of comprehensive general liability insurance in the amounts of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate covering Developer's Work and all activities of the Developer contemplated by this Agreement.

In addition, Developer shall furnish to Village evidence of pollution legal liability insurance with minimum limits of \$1,000,000 with respect to the Subject Property, providing coverage for on-site and off-site cleanup costs and third-party bodily injury and property damage claims arising from on-site and off-site Environmental Conditions.

Further in addition, Developer shall furnish to Village evidence of worker's compensation insurance with limits of \$1,000,000 for Developer's Work employees.





Upon execution of this agreement, and prior to the developer's commencing any work or services with regard to the project, the developer shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Developer shall provide the Village with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) naming the Village as additional insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to the Village. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All insurance shall policies outlined here shall name the Village Indemnified Parties as additional insured, and it shall include a provision that the insurance shall not be terminated unless the Village has received written notice at least thirty (30) days prior to such termination and shall be provided by an insurer reasonably acceptable to Village. Developer shall provide to Village certificates of the insurance outlined in this agreement *prior* to Developer, its agents, contractors, and subcontractors entering the Subject Property and *prior* to Developer, its agents, contractors, and subcontractors commencing any of Developer's Work. If, at any time, Developer fails to maintain any or all insurance required here, Village shall have the right to obtain such insurance on behalf of Developer, and, in such case, Developer shall reimburse Village for the cost of such insurance. Alternatively, if Developer fails to maintain any insurance required under this Agreement, Village may, within 15 days of a failure to cure, terminate this Agreement and, by any means necessary, remove Developer from the Subject Property.

### **Section 3. Payment and Term**

3.1 Term. The Term of this Agreement shall be two (5) year terms commencing on the Effective Date and terminating at 11:59 P.M. on [REDACTED], 2022 ("Expiration Date"). During the Term, Developer shall pay to Village \$5.00 per Load of dirt imported onto the Subject Property, \$10.00 per Load of dirt sold out of the Subject Property, \$5.00 per Load of concrete imported onto the Subject Property, \$7.00 per Load of stone sold out of the Subject Property, \$5.00 per Load of organic materials imported onto the Subject Property, and \$5.00 per Load of compost sold out of the Subject Property (collectively, the "Fee") by the fifteenth of every month for the preceding month. As used herein, "Load" shall mean one truck load. Developer agrees that at end of every year of the Term, Village shall have the right to audit Developer's books to verify that Village has been correctly compensated under this Agreement. If Village is incorrectly compensated under this Agreement, then Developer will promptly reimburse Village for any deficit within 30 days of being informed of the same by Village.





On the last day of the Term of this Agreement, or upon earlier termination of this Agreement for whatever cause, Developer shall surrender and deliver up to Village the Subject Property.

A Reimbursement of Fees Agreement, to be attached and executed along with this Agreement, will be used to pay for engineering, legal, and any other costs related to this project.

Developer shall post a bond ("Landscape Bond") in an amount to be determined after review of the Site Plan by the Village Engineer, and such bond shall be released upon the completion of the landscaping as approved by the Village Engineer as outlined in the Section 4. The Landscape Bond shall be in language acceptable to Village Attorney and Parties agree that the price of the Landscape Bond may be adjusted reasonably to account for the expenses of the plans for landscaping. The Landscape Bond will be released only after all re-seeding has been accomplished and healthy growth conditions, as determined by the Village Engineer, have been obtained.

- 3.2 Early Termination. Notwithstanding the Term set forth in paragraph 3.1 above, the Village shall have the right to terminate this Agreement at any time after the commencement of the second five (5) year term. The Village may exercise its limited right to terminate this Agreement by providing Developer written notice within six (6) months prior to the effective date of termination (which shall be no less than six (6) months after the date of notice of termination). Any obligation by the Developer to pay Fees incurred after notice of termination shall be waived.

#### **Section 4. Completion of Work and Inspections.**

Within thirty (30) working days of the later of (1) receipt of written notice from the Developer to the Village that the fill/grading project on the Subject Property has been completed, the Village Engineer shall inspect said property to determine if it has been completed according to the Village Engineer's plans for grading.

If the Subject Property has not been completed to the specification in the Village Engineer's plans then the Village Engineer will prepare a written list of the deficient area(s) and Developer shall promptly make all such necessary repairs within a reasonable time period. After Developer has made all such necessary repairs, the Village Engineer shall reinspect the Subject Property and may make yet another list of deficient area(s) and this process shall continue until the Subject Property meets to the satisfaction of Village Engineer, such satisfaction shall not be unreasonably withheld.

#### **Section 5. Remedy**

In the event Developer does not comply with any of the terms, covenants or conditions of this Agreement, the Village retains all remedies at law or in equity including the right to specific performance, the right to draw on any bonds or security posted for the project, and



the right to issue a stop work order in order to assure compliance with the terms of this Agreement.

#### **Section 6. Attorney Fees**

The Parties agree that Illinois law shall control the interpretation and enforcement of this Agreement. Moreover, the exclusive venue for claims brought under this Agreement shall be Circuit Court where the Subject Property is located and the Parties hereby submit to the jurisdiction of such Circuit Court. In the event litigation is filed to enforce this Agreement, the prevailing party shall be entitled to collect its attorney's fees and costs.

#### **Section 7. Severability**

In the event any part or portion of this Agreement, or any provision, clause, wording or designation contained within this Agreement, is held to be invalid by a court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be eliminated from this Agreement and the invalidity thereof shall not affect the remaining portions thereof.

#### **Section 8. Relationship**

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, of partnership, of joint venture, or of any association between the Parties.

#### **Section 9. Utilities**

Any utilities needed for Developer's Work or used by Developer in association with this Agreement shall be the sole responsibility of Developer. If Village incurs any utilities bills for Developer's Work or the Subject Property during the term of this Agreement, Developer shall either pay the same or reimburse Village for the paying the same.

#### **Section 10. No Modification or Waiver**

No waiver by Village of any provision of this Agreement will act as a waiver or any other provision or of the same provision in the future. This Agreement may only be modified by a writing executed by both Parties and reviewed by their attorneys.

#### **Section 11. No Deduction or Setoff**

Developer agrees that any claim by Developer against the Village, whether arising out of this Agreement, Subject Property or otherwise, shall not be deducted from the Fee nor setoff against any claim for Fee in any action. No payment by Developer, or receipt by Village, of a lesser amount than the Fee or other payment herein provided shall be deemed to be other than on account of the earliest Fee or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Fee or other payment be deemed an accord and satisfaction.





**Section 12. No Liens**

Developer shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge caused by it or levied on account of any mechanic's, laborer's or materialman's lien, or otherwise (collectively, a "Lien") which becomes a lien, encumbrance or charge upon the Subject Property. Notwithstanding, if any Lien is placed on the Subject Property, Developer will take immediate and diligent action to remove the Lien. If Village judges, in Village's sole discretion, that Developer has failed to take immediate and diligent action to remove the Lien(s) then Village shall deliver written notice to Developer of the same; and upon delivery of written notice Village may take any action to remove the Lien(s) and all expenses incurred in the same shall be immediately due.

**Section 13. Authority to Execute**

Each Party hereto warrants and represents to the other Party that (a) it has full power and authority to execute and deliver this Agreement and (b) the execution of this Agreement will not violate or constitute a default on its part under any agreement to which it is a party or by which it is bound.

**Section 14. Notice**

All notices, demands, requests, consents, approvals and other communication between the Parties (a "Notice") shall be in writing and shall be sent via registered or certified mail, postage prepaid, return receipt requested to the Party to be notified or by email as follows:

If to Village: Village of Round Lake  
442 N. Cedar Lake Rd.  
Round Lake, IL 60073  
ATTN: Steven J. Shields  
Email: [sshields@eroundlake.com](mailto:sshields@eroundlake.com)

With a copy to: Tressler LLP  
223 S. Wacker Dr.  
22<sup>nd</sup> Floor  
Chicago, IL 60606  
ATTN: Kevin Kearney  
Email: [kkearney@tresslerllp.com](mailto:kkearney@tresslerllp.com)

If to Developer: CHDS, LLC  
1098 S. Milwaukee Ave. #303  
Wheeling, IL 60090  
ATTN: Daniel R. Powell  
Email: [landmandan45@gmail.com](mailto:landmandan45@gmail.com)

A Notice shall be deemed delivered upon receipt or first attempted delivery if refused or unclaimed by recipient. A Notice shall be deemed delivered if sent by email on the day



such email was sent given it was sent on a business day before 5:00 P.M. CST; and, if sent after 5:00 PM CST then such Notice shall be deemed delivered on the next business day. Notices may also be delivered by (a) hand or (b) overnight courier, in which event, such Notice shall be deemed delivered upon acknowledgement of such receipt. Either Party can change the address for Notices to such Party by giving a Notice as aforesaid.

### **Section 15. Captions**

All captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

### **Section 16. Entire Agreement**

This Agreement contains all the promises, agreements, conditions, inducements, covenants and understandings of the Parties relative to Developer's Work and the Subject Property and there are no promises, agreements, conditions, inducements, covenants and understandings warranties or representations, written or oral, expressed or implied between the Parties other than set forth in this Agreement.

### **Section 17. Invalidity of Certain Provisions**

If any term or provision of this Agreement to any extent shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

### **Section 18. No Assignment**

This Agreement shall not be assigned by Developer and shall be null and void if Control of Developer is changed. Control being defined as any change of ownership or voting control of Developer. Developer recognizes that Village was induced into this Agreement by the reputation of the current managers of Developer and would not have engaged in this Agreement absent the reputation and capabilities of those managers.

### **Section 19. No Recording**

This Agreement shall not be recorded by Developer with the Recorder of Deeds of the county(s) where the Subject Property is located.

### **Section 20. Environmental Matters**

"Environmental Law or Laws" shall mean any and all federal, state, or local laws, regulations, ordinances, rules, orders, directions, requirements, or court decrees pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Subject Property, including, without limitation, the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. §6901, et seq., as amended, and regulations promulgated thereunder; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601, et seq., as amended, and regulations promulgated





thereunder; the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq., as amended, and regulations promulgated thereunder; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., as amended, and regulations promulgated thereunder; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, et seq., as amended, and regulations promulgated thereunder; the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. §1251, et seq., as amended, and regulations promulgated thereunder; the Safe Drinking Water Act of 1974, 42 U.S.C. §300f, et seq., as amended, and regulations promulgated thereunder; the Oil Pollution Act of 1990, 33 U.S.C. §2701, et seq.; as amended, and regulations promulgated thereunder; the Clean Air Act, 42 U.S.C. §7401, et seq., as amended, and regulations promulgated thereunder; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001, et seq., as amended, and regulations promulgated thereunder; and all parallel, similar, or relevant Laws.

“Hazardous Materials” shall mean any (i) “hazardous waste” as defined in RCRA; (ii) “hazardous substance” as defined in CERCLA; (iii) petroleum or liquid petroleum or wastes; and (iv) any other toxic or hazardous substances that may be regulated from time to time by applicable Environmental Laws.

“Environmental Conditions” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Materials on, from, or about the Subject Property other than in compliance with applicable Environmental Laws. The term “Environmental Conditions” includes, but is not limited to, the presence of Hazardous Materials on, from, or about the Subject Property attributable to the operation of any underground or above-ground storage tanks, oil/water separators, or in-ground hydraulic lifts or hoists and associated equipment.

“Environmental Costs” shall mean any and all judgments, damages, penalties, fines, costs, liabilities, obligations, losses, or expenses of whatever kind and nature (including, without limitation, diminution in value of the Subject Property, damages for the loss or restriction on use of leasable space, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims, attorneys’ fees, consultants’ fees, and experts’ fees), arising from or incurred in connection with Environmental Conditions, including, but not limited to, those relating to the presence, investigation, or remediation of Hazardous Materials.

Developer represents, warrants, and covenants to and with Village that:

1. Developer has the full right, power, and authority to carry out its environmental obligations hereunder.
2. Developer is financially capable of performing and satisfying its environmental obligations hereunder.
3. Developer and any entity related to Developer or entity controlled by Developer’s officers are not now, and never has been, in violation of any applicable Environmental Law,





including, but not limited to, any Environmental Law relating to the generation, handling, usage, transportation, treatment, storage, or disposal of Hazardous Materials, nor are they subject to any threatened, existing, or pending action by any governmental authority or private entity in connection therewith.

4. Developer's generation, handling, usage, transportation, treatment, storage, or disposal of Hazardous Materials at the Subject Property shall at all times comply with applicable Environmental Laws and will not cause or allow any Environmental Condition to occur or exist.

5. Developer, at its expense, shall comply with all Environmental Laws pertaining to the Subject Property or Developer's use of the Subject Property, and with all directions of all public officers issued pursuant to any Environmental Law, which shall impose any duty on the owner or operator with respect to the use or occupancy of the Subject Property.

Developer shall give immediate written notice to Village of (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Materials on the Subject Property or the migration thereof from or to other areas; (b) all claims and potential claims made, inquired about, or threatened by any third party against Developer or Subject Property relating to any loss or injury resulting from any Hazardous Materials; and (c) Developer's discovery of any occurrence or condition on any property adjoining or in the vicinity of the Subject Property or that could cause the Subject Property or any part thereof to be subject to any restrictions on its ownership, occupancy, transferability, or use under any Environmental Law.

Developer shall defend, with counsel reasonably approved by Village, all actions against Village with respect to, and pay, protect, indemnify, and hold harmless, to the extent permitted by law, Village from and against any and all Environmental Costs of any nature arising out of, or claimed to be arising out of, any Environmental Conditions. Notwithstanding anything in this Agreement to the contrary, Village agrees that Developer shall not be responsible for Environmental Conditions to the extent that such Environmental Conditions (1) exist as of the commencement date of this Agreement or (2) result from either the actions or omissions of Village.

Developer agrees that Village shall not be responsible for any Environmental Conditions to the extent that such Environmental Conditions result from the actions or omissions of Developer, or Developer's agents, employees, or invitees. Developer further agrees that Village shall have no obligation to Developer under this Agreement for Environmental Conditions arising during the term of this Agreement from the actions or omissions of any person or entity who or that is not an agent, employee, or invitee of Village. The foregoing indemnification shall also survive the end of this Agreement's Term.

**If Developer ever intends to store any Hazardous Materials on the Subject Property, Developer must disclose the same to Village. Village shall have the right, but not the**





**duty, to inspect the Subject Property at any time to determine whether Developer is complying with the terms of this section.**

**If Developer shall bring any fuel tank, underground storage tank or the like (“Tank”) then Developer must remove Tank at the end of the Term and in such a manner that complies with any Environmental Law or governmental agency having authority over the Tank.**

If Developer is not in compliance, then Village shall have the rights to (1) immediately terminate this Agreement in which case Developer shall immediately surrender the Subject Property and (2) immediately enter on the Subject Property to remedy, at Developer’s expense, any Environmental Conditions caused by Developer’s failure to comply, notwithstanding any other provision of this Agreement to the contrary. Such remediation measures shall be done in accordance with the recommendations of Village’s environmental engineers and/or consultants and/or the requirements of any governmental authority having jurisdiction over such matters. Developer shall pay to Village all Environmental Costs incurred by Village in performing any such remediation measures within 30 days after Village’s written request therefore. Village shall use reasonable efforts to minimize interference with Developer’s business operations, but Village shall not be liable for any interference caused thereby.

If Developer causes or allows any Environmental Conditions to exist at the Subject Property that result in contamination of soil or groundwater at concentrations exceeding the most stringent Tier I cleanup objectives for soil and groundwater established by the Illinois Pollution Control Board (IPCB) under its Tiered Approach to Corrective Action Objectives (TACO) Rules, 35 Ill.Admin. Code pt. 742, then Developer, at its expense, shall obtain a no further remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA) with respect to such Environmental Conditions. Developer shall apply for issuance of an NFR letter by the IEPA only upon achieving the most stringent Tier I cleanup objectives for soil and groundwater established by the IPCB under the TACO Rules.

If Developer fails to secure a NFR letter prior to the two years after the expiration of the Term then Village, at its option, may either (1) direct Developer to continue with its efforts to achieve the most stringent Tier I cleanup objectives for soil and groundwater established by the IPCB under the TACO Rules and to secure the issuance of an NFR letter from the IEPA for the Subject Property on that basis or (2) take over the project from Developer and itself complete the project to Village’s satisfaction, at Developer’s expense.

**Developer warrants, covenants and agrees only to import onto the Subject Property dirt and organic material that is free from any Hazardous Material.**

### **Section 21. Hours of Operation**

Developer may only conduct Developer’s Work on the Subject Property and adjacent property between the hours of Monday through Friday 6:30 am to 6:00 pm, Saturday 7:00



am to 4:00 pm and none on Sundays unless an emergency, with prior notice and approval from the Village.

**[THE REMAINDER OF THIS PAGE LEFT BLANK]**





IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**Village of Round Lake,**  
an Illinois Municipal Corporation

**CHDS, LLC,**  
an Illinois Limited Liability Company

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: *Carrie Lawley*  
Its: *President*

Date: *9-14-17*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**Village of Round Lake,**  
an Illinois Municipal Corporation

**CHDS, LLC,**  
an Illinois Limited Liability Company

By: *Daniel C. McCallis*  
Its: *Mayor*

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

Date: *December 6, 2017*

Date: \_\_\_\_\_