

**AGREEMENT FOR THIRD AMENDMENT TO THE RESTATEMENT OF HOST  
AGREEMENT FOR OPERATION/DEVELOPMENT OF CITY OF ROCHELLE  
LANDFILL NO. 2**

This Agreement (“Agreement”) is executed October \_\_, 2019, by the CITY OF ROCHELLE, ILLINOIS (the "CITY") and ROCHELLE WASTE DISPOSAL, L.L.C. (the "OPERATOR"), and amends that certain RESTATEMENT OF HOST AGREEMENT and AGREEMENT FOR OPERATION/DEVELOPMENT OF CITY OF ROCHELLE LANDFILL NO. 2, dated Jul 31, 2006, by and between the parties hereto, as amended (the “Host Agreement”).

**RECITALS**

WHEREAS, the CITY is the owner of the City of Rochelle Sanitary Landfill No. 2 (the “Landfill”), which is located on Mulford Road in the CITY;

WHEREAS, pursuant to the Host Agreement, the CITY filed an application for site location approval for an expansion of the Landfill on October 16, 2006 (the “CITY Application”). The CITY Application was approved by the City Council of the CITY on April 11, 2007 (the “2007 Siting Approval”), which was subject to thirty-seven (37) conditions (the "Siting Conditions");

WHEREAS, pursuant to the 2007 Siting Approval and Siting Conditions, the CITY and the OPERATOR incorporated certain terms and conditions of the Siting Conditions into the Host Agreement (the "Siting Conditions Obligations");

WHEREAS, the Host Agreement was amended on May 6, 2008 to modify the timing of completion of certain Siting Conditions Obligations;

WHEREAS, the CITY and the OPERATOR acknowledge and agree that certain Siting Conditions Obligations have been previously completed and satisfied in full, namely, the completion of the Mulford Road Improvements (as defined below) from Route 38 to the existing Landfill entrance;

WHEREAS, on June 25, 2018 the Host Agreement was again amended to modify the timing of completion of certain Siting Conditions Obligations with respect to the Mulford Road Improvements;

WHEREAS, the CITY and the OPERATOR acknowledge and agree that certain other Siting Conditions Obligations described herein have not yet been completed; and

WHEREAS, the CITY and the OPERATOR now desire to amend the Host Agreement to modify certain terms and conditions of the Siting Conditions Obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above which are incorporated herein by reference, it is hereby agreed as follows:

1. Notwithstanding anything to the contrary contained in Section 3.11(c)(vii) of the Host Agreement, the CITY and the OPERATOR hereby acknowledge and agree that (a) the existing

entrance to the Landfill (located off Mulford Road near the northwestern corner of the property) remains operationally viable; (b) there are currently no vehicle cuing impacts at the existing entrance on Mulford Road; and, therefore, (c) the OPERATOR is hereby authorized to continue to maintain the existing Landfill entrance; and (d) the obligation to construct the Mulford Road Improvements (as defined below) be extended to July 31, 2020. Additionally, OPERATOR agrees to place the full amount of the estimated construction costs of the Mulford Road Improvements which is estimated to be \$1,773,493.43, less the City's contribution of \$886,746.71, into an escrow account no later than January 31, 2020.

2. The CITY and the OPERATOR acknowledge and agree that certain terms contained in this Agreement do or may contradict the terms and conditions of the 2007 Siting Approval, the Siting Conditions, and the Siting Conditions Obligations. Notwithstanding the foregoing, the CITY agrees that the OPERATOR shall have no liability for any such contradictions and/or resulting breaches or defaults, whether alleged or actual, of the 2007 Siting Approval, the Siting Conditions, and the Siting Conditions Obligations to the extent related to the matters described herein, and the CITY hereby forever waives and releases any claims that it has or may have in the future against the OPERATOR for any such contradictions and/or resulting breaches or defaults.

3. The parties hereby reaffirm their agreement with all the terms and provisions of the Host Agreement, as amended by the May 6, 2008, Amendment and this Agreement.

4. The Host Agreement, the May 6, 2008, Amendment, the 2018 Amendment, and this Agreement represent the entire agreement among the parties with respect to the matters that are the subject hereof.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Agreement between the parties hereto, and it shall not be necessary for the proof of this Agreement that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF ROCHELLE, an Illinois municipal Corporation

Attest: \_\_\_\_\_  
CITY Clerk

By: \_\_\_\_\_  
CITY Manager

ROCHELLE WASTE DISPOSAL, LLC., an  
Illinois limited liability company

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

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