

APPENDIX C.4
ZION PARK DISTRICT

AMENDED AGREEMENT

THIS AMENDED AGREEMENT (hereinafter referred to as "Amended Agreement") is made this 6th day of August, 2008, between Veolia ES Zion Landfill, Inc., an Illinois corporation, formerly known as Superior Zion Landfill, Inc. and Onyx Zion Landfill, Inc., (hereinafter referred to as "Veolia") and the Zion Park District, (hereinafter referred to as "Park District").

WHEREAS, on February 14, 1995, the Park District and Browning-Ferris Industries of Illinois, Inc. (hereinafter referred to as "BFI") entered into an Agreement (hereinafter referred to as "Agreement") regarding BFI's proposal to expand a landfill onto a portion of the property referred to in the Agreement as "BFI's Property;" and

WHEREAS, on April 17, 1995, the City Council of the City of Zion (hereinafter referred to as "City") granted local siting approval pursuant Section 39.2 of the Illinois Environmental Protection Act for a landfill on Sites 2 and 3 of BFI's Property, as those sites are described in the Host City Agreement, dated May 11, 1994, between the City and BFI (hereinafter referred to as "Landfill"); and

WHEREAS, the Agreement discharged, in that part relevant to the Park District, BFI's obligations described in a certain settlement stipulation entered in the case styled, Lake County Forest Preserve District v. Browning-Ferris Industries, Inc., Circuit Court of the 19th Judicial Circuit, Lake County, Illinois, Case No. 90 ED 65, all in relation to the Landfill; and

WHEREAS, on March 31, 2000, BFI sold BFI's Property and transferred Siting Approval to Veolia; and

WHEREAS, Veolia has acquired approximately 5.9 acres and has a contract to purchase approximately 19.5 acres that are contiguous to BFI's Property (said 25.4 acres are hereinafter collectively referred to as the "Expansion Property"); and

WHEREAS, the Expansion Property is located within the corporate limits of the City; and

WHEREAS, BFI Property's and the Expansion Property are hereinafter referred to together as the "Veolia Property;" and

WHEREAS, Veolia desires to expand the Landfill on the Veolia Property, including onto the Expansion Property, and intends to file with the City an application for local siting approval for the Landfill Expansion under Section 39.2 of the Illinois Environmental Protection Act (hereinafter referred to as "Landfill Expansion"); and

WHEREAS, the Park District and Veolia desire to enter into this Amended Agreement for the purpose of amending the Agreement to extend the obligations contained in the Agreement to the Landfill Expansion.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Veolia and the Park District agree as follows:

Section 1. Incorporation of Recitals.

The above recitals are incorporated as part of this Amended Agreement as though set forth herein.

Section 2. Lands Covered.

This Amendment covers the Veolia Property. The Veolia Property is depicted in Exhibit A hereto. The Expansion Property is legally described in Exhibit B hereto and depicted as a portion of the Veolia Property on Exhibit A.

Section 3. Effective Date.

This Amended Agreement shall become effective upon the date that is executed by the last of the signatories hereto.

Section 4. Payment of Fee.

(a) Veolia shall pay a fee of seventy cents (\$0.70) for each ton of solid waste accepted at the Landfill and the Landfill Expansion for disposal (hereinafter referred to as "Fee").

(b) The weight of solid waste received at the Veolia Property for disposal in the Landfill and the Landfill Expansion shall be determined by a certified scale, independently inspected and calibrated semi-annually. Tonnages shall be certified in writing by Veolia, subject to the Park District's right to audit. For purposes of such audit(s), Veolia will provide the Park District with access to those records necessary to determine the weight of solid waste received, on a confidential basis. Such access shall be provided upon request, at reasonable times, to the Park District or its designee.

(c) The Fee shall be payable on a calendar quarterly basis. Payments shall be delivered to the Park District by the last day of the month following the end of each quarter. Any Fee not received by the Park District by the above deadline shall be subject to a late charge of 2% of the total quarterly Fee for each month, or prorated for each fraction of a month, for which the payment is late.

(d) The Park District acknowledges that Veolia shall only be required to pay the Fee for solid waste received for disposal at the Landfill Expansion if the Landfill Expansion is approved by the City and the Illinois Environmental Protection Agency under applicable laws and regulations.

Section 5. Additional Provisions.

(a) The Park District agrees that it will not contest or otherwise oppose Veolia's application to the City for local siting approval of the Landfill Expansion and will not present its own witnesses or cross examine any witnesses presented by Veolia or any other participant, will not submit a post-hearing brief, will not otherwise participate in the City's public hearing for the Landfill Expansion and will not appeal any decision relating to Veolia's application for local siting approval for the Landfill Expansion.

(b) This Amended Agreement contains the entire agreement between and among Veolia and the Park District. Veolia and the Park District agree that this Amended Agreement supersedes and replaces the Agreement in its entirety and that the Agreement shall no longer be of any force or effect and that this Amended Agreement is intended to satisfy any conditions or host agreement requirements arising under the City's grant of local siting approval pursuant to Section 39.2 of the Illinois Environmental Protection Act for the Landfill and the Landfill Expansion.

(c) Except as provided in Section 4 of this Amended Agreement, if any agreement, law, statute, ordinance, regulation or siting decision imposes or permits the Park District to impose any fees or taxes for the benefit of the Park District, Veolia shall receive a credit against the Fees, described in Section 4 hereof, in the full amount of such fees or taxes benefiting the Park District, provided that the amount of such credit shall not exceed the amount of the Fees due under Section 4.

(d) This Amended Agreement cannot be modified except by a writing signed by both Veolia and the Park District.

(e) This Amended Agreement is entered into in the State of Illinois and shall be construed, interpreted and applied in accordance with its laws.

IN WITNESS WHEREOF, the Park District and Veolia have caused this Amended Agreement to be executed by their duly authorized officers and representatives.

ZION PARK DISTRICT

By: Richard J. Belle
Its: President

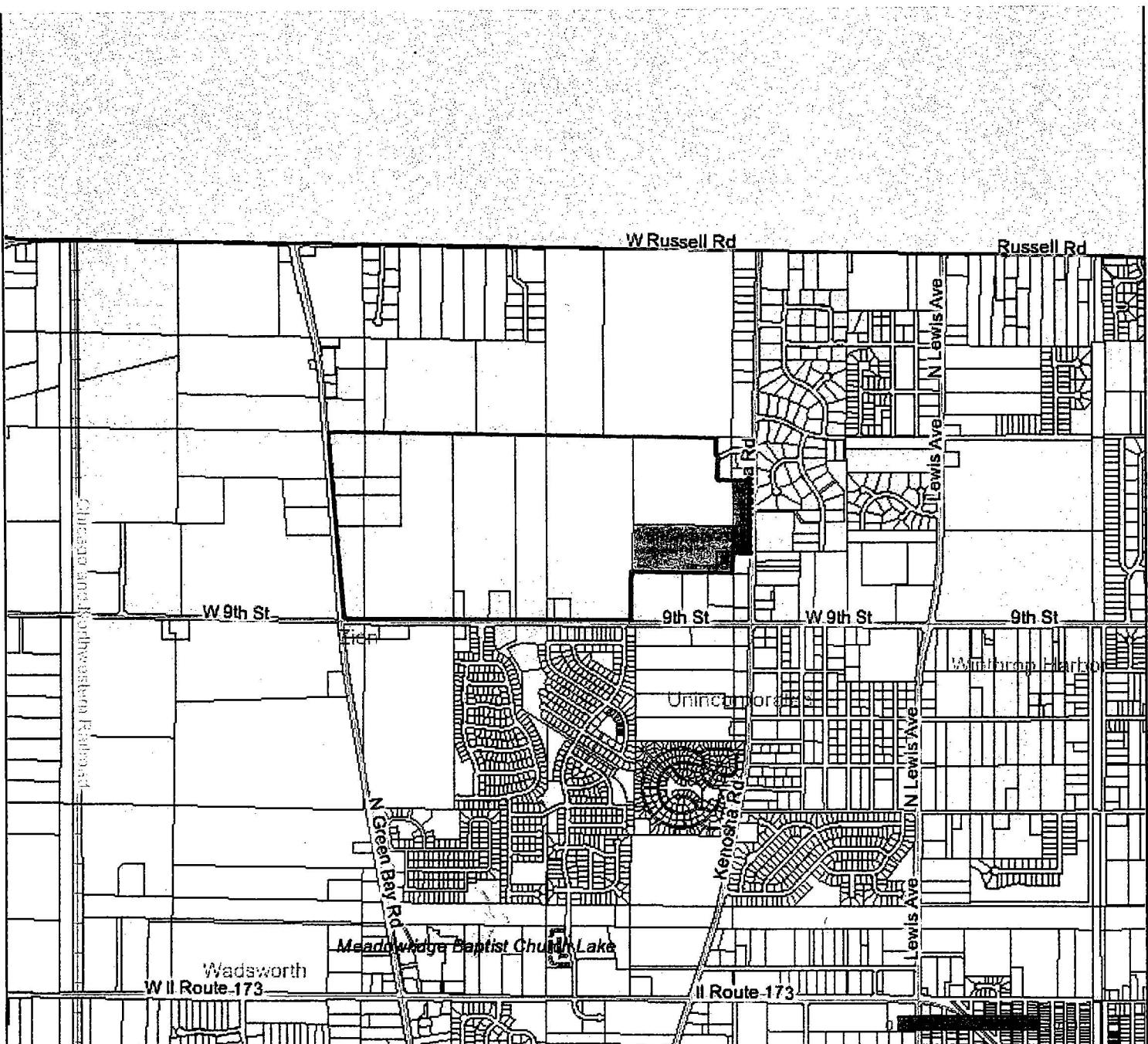
Dated: July 7, 2008

VEOLIA ES ZION LANDFILL, INC.

By: J. M. W.
Its: Reg. Vice President

Dated: Aug 6, 2008

EXHIBIT A



LakeCounty
Geographic Information System

Map Printed on 1/3/2008



Veolia Property

Expansion Property within Veolia Property

EXHIBIT B

LEGAL DESCRIPTION OF EXPANSION PROPERTY

That part of the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, Township 46 North, Range 12, East of the Third Principal Meridian, described as follows: to-wit: Beginning at a point on the East line of the Northeast Quarter of Section 7, aforesaid, 75 1/3 rods (1243 feet) South of the North line of said Quarter Section; running thence West on a line parallel with the North line of said Quarter Section, 85 rods (1402.5 feet), measured 1386.17 feet; thence South on a line parallel with the West line of said Quarter Section, 40 rods (660 feet), measured 658.85 feet; thence East parallel with the North line aforesaid, to a point on the East line of the Northeast Quarter of Section 7; thence North along the East line of the Northeast Quarter of Section 7, for a distance of 297.0 feet; thence East at a right angle to the last described line for a distance of (195.15 feet), measured 194.99 feet to a point of curvature; thence Southeasterly along a curved line convex Northeasterly, having a radius of 25 feet, for an arc distance of 39.68 feet, to a point of tangency, said point being on the West right-of-way line of Kenosha Road, 40 feet distant from the centerline of said road; thence North along said Westerly right-of-way line, a distance of 1014.58 feet, more or less, to a point on the North line of the South 164 feet of Lot 4 (as measured along the West line thereof) in FORMAN'S SUBDIVISION, being a Subdivision in the Northwest Quarter of Section 8, Township 46 North, Range 12, East of the Third Principal Meridian, according to the plat thereof, recorded November 26, 1958, as Document No. 1012214, in Book 1666 of Records, page 664, in Lake County, Illinois; thence West along the last described line for a distance of 248.31 feet (measured) to a point on the West line of the Northwest Quarter of Section 8; thence South along the West line of the Northwest Quarter of Section 8, for a distance of 634.18 feet (record) to the point of beginning, all in Lake County, Illinois.