

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR RETAIL
SANITARY SEWER SERVICE**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR RETAIL SANITARY SEWER SERVICE (the "**First Amendment**"), made and executed this ____ day of _____, 2026, between the VILLAGE OF HAWTHORN WOODS, a municipal corporation located in Lake County, Illinois, hereinafter referred to as the "Village", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the County and the Village have entered into an Amended and Restated Agreement for Retail Sanitary Sewer Service dated April 8, 2025 (hereinafter referred to as the "**Agreement**"), under which the County has agreed to collect, transport, and treat sanitary sewage from certain areas within the Village to the County's Southeast and Southeast Central Sewerage System; and

WHEREAS, the Agreement provides for the County to provide sewer service directly to certain property located within a defined service area of the Village and to own and maintain the sewer improvements to be used for collecting sewage from such service area; and

WHEREAS, the Village has requested the County to expand its retail sanitary sewer service to an additional property within the Village to an area that would be served by the County's Southeast Sewerage System; and

WHEREAS, the County has determined that the expansion of its service area within the Village is feasible and consistent with the Lake County Framework Plan; and

WHEREAS, the County and the Village desire to amend the Agreement to provide for the expansion of the County's service area within the Village, within which service area the County will provide sewer services directly to certain properties in accordance with the Restated Agreement and this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

SECTION 1: General

- A. Recitals. The foregoing recitals are incorporated into and made a part of this First Amendment, as if fully set forth here.
- B. Definitions. Unless specifically provided otherwise in this First Amendment, the words and phrases in this First Amendment shall have the meanings described to them in the Agreement.
- C. Effect of First Amendment. Except to the extent expressly modified in this First Amendment, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

SECTION 2: Amendment to Article II of the Agreement.

Article II of the Agreement, entitled "Definitions", is hereby amended as follows:

- A. **Amendment to Section 2.17.** Section 2.17, entitled "Hawthorn Woods Retail Service Area", of Article II, entitled "Definitions", of the Agreement is hereby amended so that it reads as follows (additions are bolded):

2.17 Hawthorn Woods Retail Service Area.

Such portions of the area outlined and shaded on Exhibit A attached hereto as are, from time-to-time, located within:

1. the Village limits, and
2. either:
 - a. the Southeast Regional Area, or
 - b. the Southeast Central Regional Area,
 - c. **Kemper Ridge Service Area**

which consist of all of the Hawthorn Woods Retail Service Subareas.

SECTION 3: Amendment to Article V of the Agreement.

- A. **Amendment to Section 5.3.2.** Section 5.3.2 of the Agreement, entitled "Limitations on County Service", is hereby amended as follows

1. Notwithstanding anything in this Agreement to the contrary, the County shall not be required to collect or accept Sewage from any parcels within the Hawthorn Woods Retail Service Subareas in excess of the amounts identified on Exhibit B, attached hereto. To the extent system improvements are needed to accommodate Sanitary Sewage in an amount up to the limits identified on Exhibit B, the County has no obligation to finance such improvements and shall make such improvements only to the extent that the Village or Customer special Connection Charges or surcharges fully finance the cost of any improvements.
 - (a) In the Kemper Ridge Service Area, the County shall provide sewer service limited to a maximum of 177 residential dwelling units, with a total sewage flow capacity not exceeding 784 P.E.

SECTION 4: Amendment: Exhibit A and B Retail Service Area. Exhibits A and B to the Agreement are hereby superseded and replaced by Exhibits A and B attached hereto, which Exhibits by this reference are incorporated into and made a part of this First Amendment to the Agreement.

SECTION 5: New Article XI. The Agreement is hereby amended to add the following:

ARTICLE XI

OPEN SPACE CORRIDOR IMPROVEMENT/ROUTE 53 GREENWAY CORRIDOR

11.1 Requirement for Open Space Corridor Improvement

The Village's executed Annexation Agreement for the subject property shall include a developer requirement for open space corridor improvement and dedication as provided in Section 11.2, Excerpt from Village of Hawthorn Woods Annexation Agreement – Kemper Ridge Subdivision below. Further, following the formal establishment of a Route 53 greenway corridor authority, at the time such authority confirms it is prepared to accept conveyance of the development's open space corridor for ownership and maintenance, or at the direction of the Village of Hawthorn Woods, the open space corridor shall be conveyed to the authority by the entity in possession of said open space corridor at that time (i.e. the Developer, the Village, or the Homeowners Association). This conveyance requirement shall be incorporated into the Developer's Improvement Agreement for each phase of the development and, if applicable, the Homeowners Association Declarations. In such case, the Homeowners Association Declarations shall specify that the County and the Village have the right, jointly or separately, to enforce the conveyance, at no cost, of the open space corridor to the established Route 53 greenway corridor authority through appropriate judicial process.

11.2 Excerpt from Village of Hawthorn Woods Annexation Agreement – Kemper Ridge Subdivision:

Article XII. OPEN SPACE IMPROVEMENT & DEDICATION.

A. Open Space Corridor. The Preliminary Development Plans include a unique open space corridor that comprises approximately 8.8 acres (the "Open Space Corridor"). The Open Space Corridor extends from Old McHenry Road on the north through the Subject Property to create contiguity with IDOT owned property to the north and south of the Subject Property. The Open Space Corridor shall be subdivided as a separate lot or lots, to be conveyed to the Village of Hawthorn Woods upon completion and acceptance of the Corridor Improvements outlined in Section B.

B. Corridor Improvement. Developer shall be responsible for the improvement of the Open Space Corridor as generally depicted on the Preliminary Development Plans (the "Corridor Improvements"). The Corridor Improvements generally consist of grading, native landscape enhancement, and the installation of continuous trail network. A Preliminary Engineer's Opinion of Probable Construction Costs for the Corridor Improvements is attached hereto as Exhibit D – (the "Corridor Improvement Cost Estimate"). It is assumed that the trail section will be constructed to meet Village standards, Exhibit E, or as agreed upon by the Parties. The Village and the Developer agree to work collaboratively toward the

final design of the improvements to the Open Space Corridor as part of the first Final Phase Development Plan. If the Village isn't prepared to finalize design of the Open Space Corridor with the Developer's scheduled approval of the first Final Phase Development Plan, the Parties agree that the improvements to the Open Space Corridor may become a separate Final Phase Development Plan. The Developer shall be responsible for the construction of the Corridor Improvements. Prior to final acceptance of the Corridor Improvements by the Village, the Developer shall be responsible for the maintenance of the Corridor Improvements. If the Corridor Improvements are accepted by the Village and if the Village (or a third-party nominated by the Village) is not prepared to accept conveyance of the Open Space Corridor upon Developer's completion of the Corridor Improvements, the Developer (or the HOA as may be applicable), may restrict access upon, across, and over the Open Space Corridor for the duration of such time as the Open Space Corridor is maintained as private property of the Developer or HOA. Until such time as the Open Space Corridor is conveyed to the Village or it's nominee, the Developer or the HOA (as may be applicable) shall be responsible for the maintenance of the Open Space Corridor.

SECTION 6: Continued Effect. Except as specifically amended herein, the Agreement shall remain in full force and effect until its expiration date on April 08, 2045.

[Signature page to follow.]

IN WITNESS WHEREOF, the County and the Village have, by their duly authorized officers, set their hands and affixed their seals on the date first above written.

COUNTY OF LAKE

BY: _____
Chair, Lake County Board Date

ATTEST:

County Clerk Date
(SEAL)

VILLAGE OF HAWTHORN WOODS

BY: _____
Mayor Date

ATTEST:

Village Clerk Date

Exhibit A
Hawthorn Woods Retail Service Area and Subareas

Exhibit A:
Hawthorn Woods Retail Service Area and Subareas

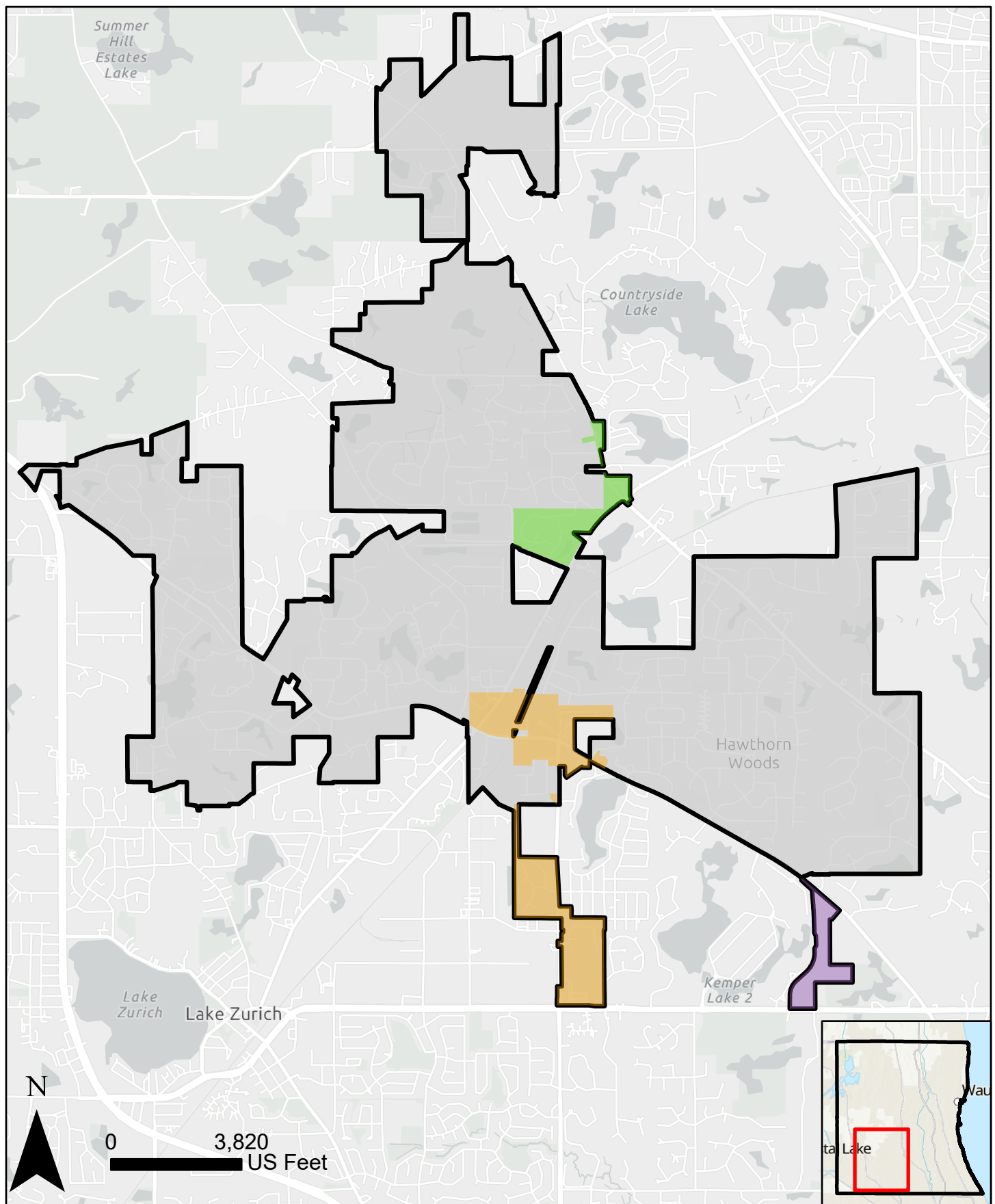


Exhibit B
System Service Limitations

Exhibit B
Subsystem Service Areas

Existing Retail Service Areas

<u>Parcel</u>	<u>Name</u>	<u>Acres</u>	<u>units/acre</u>	<u>PE/acre</u>	<u>Total PE</u>	<u>Notes</u>
A	Cherry Hill Plaza including future	6.5		10	65	Southeast Central Retail Service Area
B	Pulte Commercial	6.7		10	67	Southeast Central Retail Service Area, SW corner of Midlothian & Gilmer
C	Hummel Commercial	6.4		10	64	Southeast Central Retail Service Area, south of Hawthorn Hills Drive
D	Summit (Pheasant Ridge)				220.5	Southeast Central Retail Service Area, 63 existing homes
E	TEF Properties & Wilson	23			300	Commercial
F	Public Works / Community Park				7	
G	Village Hall				7	
H	Apex	10		10	100	
I	Hawthorn Gardens	3.7		10	37	
J	St Matthews				17.5	
K	Lakewood Meadows				210	Existing homes
L	Hawthorn Trails (Cypress Grove)				315	Existing homes
M	Hawthorn Trails 3 residential				129.5	Southeast Retail Service Area, 37 homes
N	Hawthorn Trails 3 commercial	4.4			144	Southeast Retail Service Area, commercial
O	Gilmer Shell				2.5	
P	Aqua Water Treatment Plant				11.25	
Q	Park Place Subdivision				136.5	Existing homes
R	Heather Highlands residential				14	Existing homes
S	Hawthorn Woods Business Park				37	
T	Forest Lake				31.5	Existing homes
1,916.25						

Expansion Area

<u>Parcel</u>	<u>Name</u>	<u>Acres</u>	<u>units/acre</u>	<u>PE/acre</u>	<u>Total PE</u>	<u>Notes</u>	<u>P.I.N.</u>
1	Kemper Ridge	56.0	4.0	3.5	784	Village has a redesigned submittal from a developer	14-14-200-013; 14-14-200-015; 14-14-400-014; 14-14-400-019; 14-14-400-020

Total 2,700.25