

**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 ___th day of _____, 2025, 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: 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

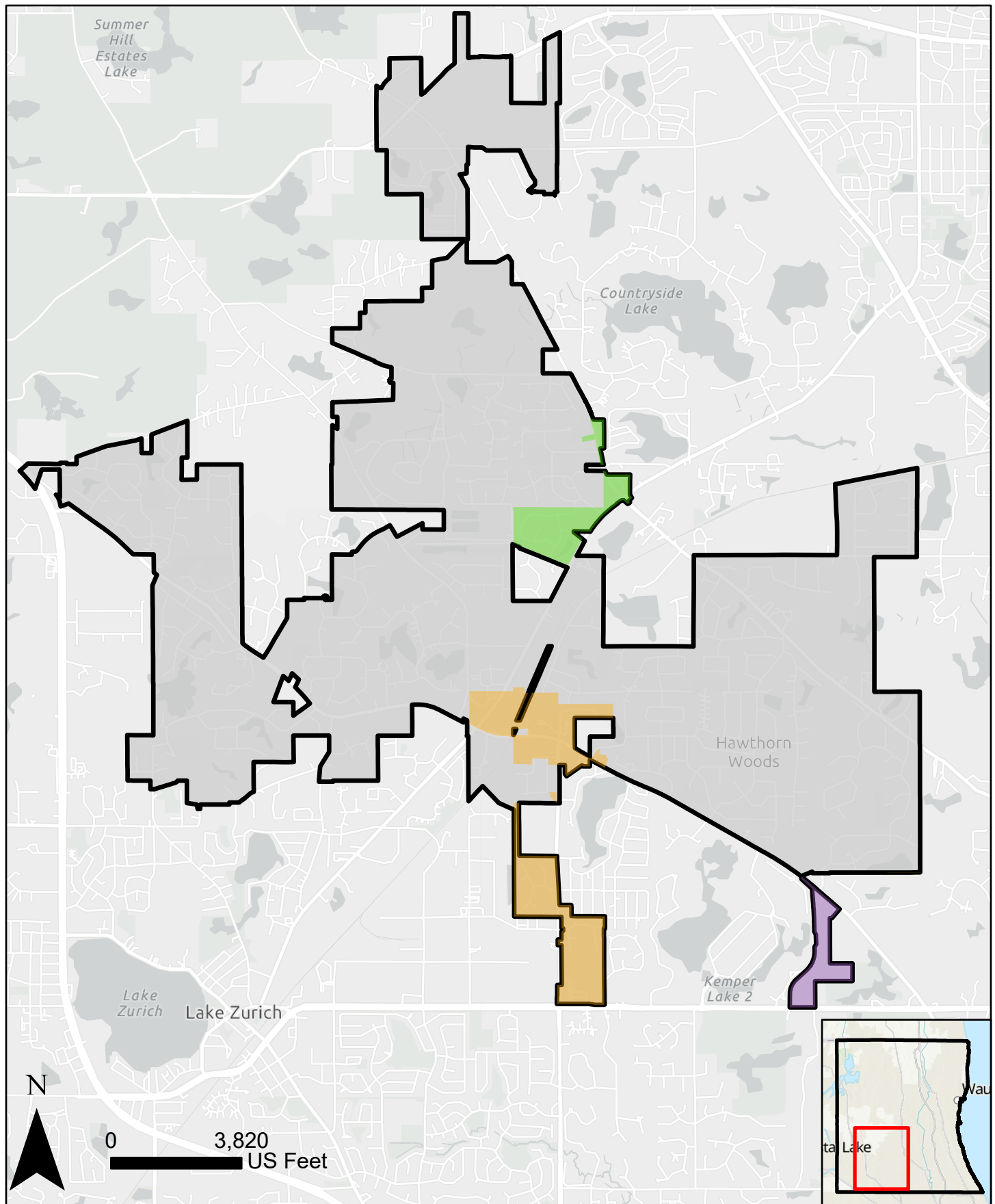


Exhibit B
System Service Limitations

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