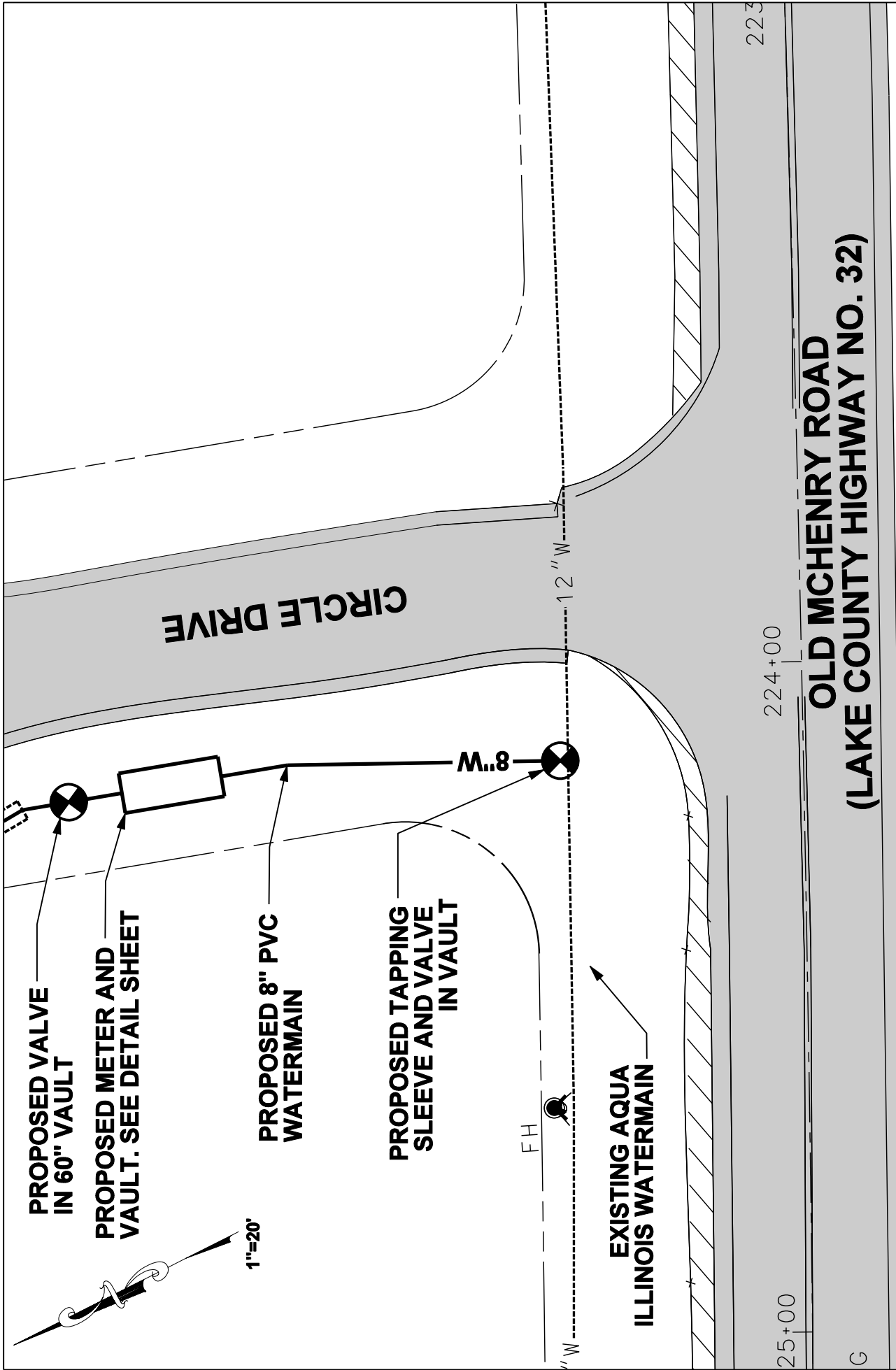


Exhibit A



8" PVC SA

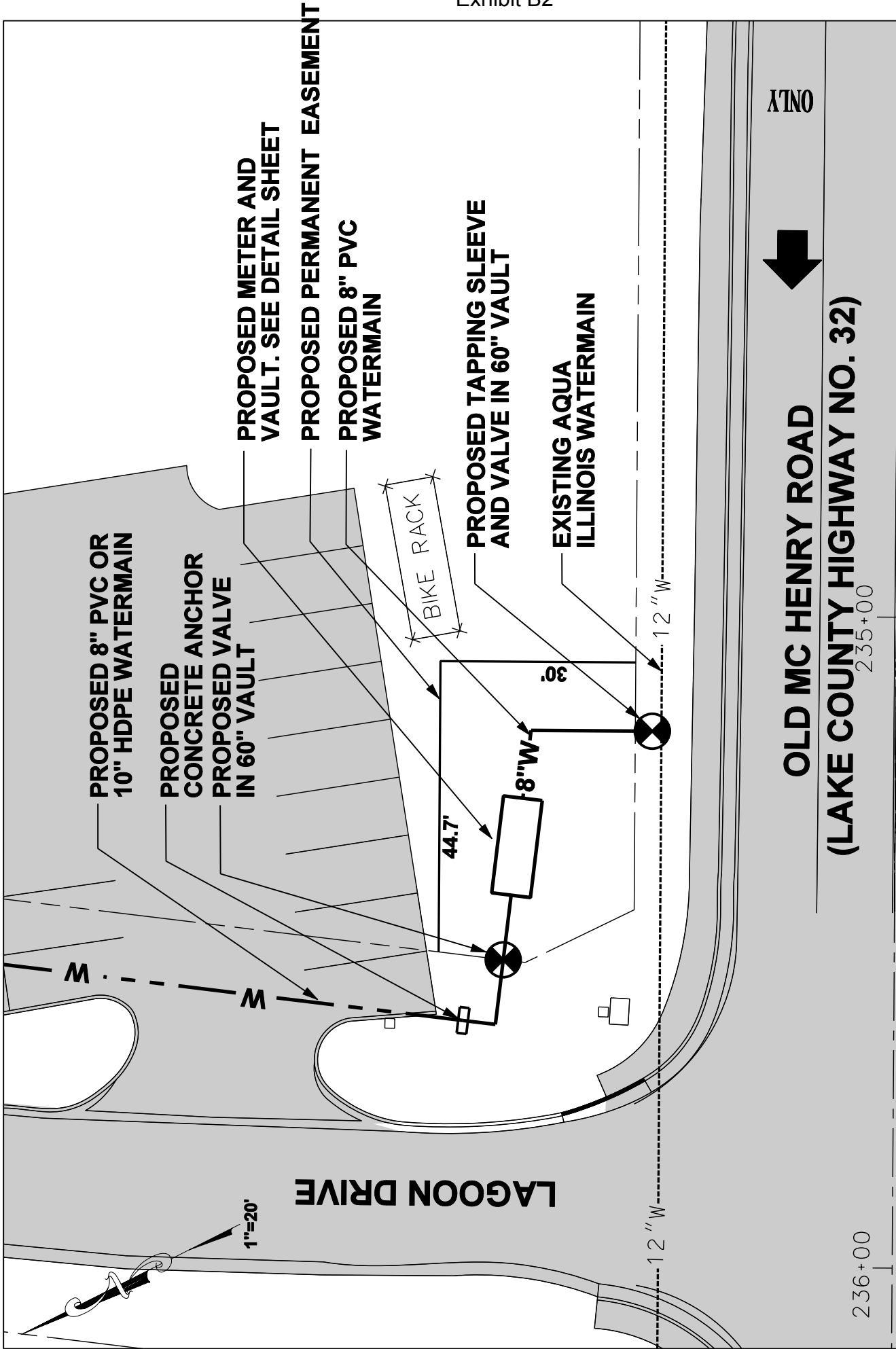


RHM
 REZEK, HENRY, MEISENHEIMER, AND GENDE, LTD.
 162 E. COOK AVENUE
 LIBERTYVILLE, ILLINOIS 60048
 847-362-5959

EXHIBIT B1

DATE: 07/02/2008

PROJ#: 20802030



RHMG
REZEK, HENRY, MEISENHEIMER, AND GENDE, L.T.D.
162 E. COOK AVENUE
LIBERTYVILLE, ILLINOIS 60048
847-362-5959

535 TOLLWAY RD. SUITE F
ELGIN, ILLINOIS 60123
847-742-5959

EXHIBIT B2

DATE: 07/02/2008

PROJ#: 20802030

AQUA ILLINOIS, INC.
LAKE COUNTY – HAWTHORN WOODS
LAKE COUNTY, ILLINOIS

ILL. C.C. No. 47
Section No. 10
Second Revised Sheet No. 1
Canceling First Revised Sheet No. 1

AQUA ILLINOIS, INC.
SCHEDULE OF RATES
FOR
WATER SERVICE

Applying to the following territory:

- * Village of Hawthorn Woods, Kemper Lakes Development Area, and
- * Kemper 6 & 7 Parcels in Lake County, Illinois.

* Indicates changes in tariff

Filed in Compliance with Order of
Illinois Commerce Commission in Docket No. 06-0795

Issued: July 3, 2007

Effective: July 11, 2007

Issued By: Terry J. Rakocy, President

1000 S. Schuyler Ave., Kankakee, IL 60901

AQUA ILLINOIS, INC.
LAKE COUNTY – HAWTHORN WOODS
LAKE COUNTY, ILLINOIS

ILL. C.C. No. 47
Section No. 10
Fourth Revised Sheet No. 2
Canceling Second Revised Sheet No. 2

Applies To: Village of Hawthorn Woods, Kemper Lakes Development Area, and
Kemper 6 & 7 Parcels in Lake County, Illinois.

WATER SERVICE

RATES

All water service to residential, commercial, public and industrial customers shall be metered. The service line and meter for a Customer shall be installed in accordance with the Rules, Regulations and Conditions of Service referenced below; provided, however, that, for an outdoor irrigation system installed on a residential customer's premises ("Irrigation System"), the Company will, upon request and at the residential customer's expense, install a separate service line and meter ("Irrigation Service/Meter") for the Irrigation System. The rates for water service shall, in addition to other applicable charges, consist of a monthly Water Customer Charge, monthly Public Fire Protection Service Charge and a Water Usage Charge based on the amount of water used.

Water Customer Charge

The Water Customer Charge for each metered water account shall be \$15.00 per month; and when a separate Irrigation Service Meter is installed, an additional Water Customer Charge of \$2.00 per month will apply for the Irrigation Service/Meter account.

Water Usage Charge

- * For all water use (including water for an Irrigation System,) the Customer will pay \$4.24 per each 1,000 gallons of water used.

Public Fire Protection Charge

- * Each customer will pay a monthly charge for Public Fire Protection of \$7.50 per month.

- * Indicates changes to tariff

Filed in Compliance with Order of Illinois Commerce Commission
in Docket No. 07-0620/07-0621/08-0067 (Consolidated)

Issued: August 28, 2008

Effective: September 5, 2008

Issued By: Terry J. Rakocy, President
1000 S. Schuyler Ave., Kankakee, IL 60901

Applies To: * Village of Hawthorn Woods, Kemper Lakes Development Area and
* Kemper 6 & 7 Parcels in Lake County, Illinois.

BILLING TERMS

Billings will be made on the basis of the above rates and are due and payable at the stated rates on or before the twenty-first (21st) day following the date of the postmark of the bill, or, if said twenty-first (21st) day falls on a Saturday, Sunday, or legal holiday, then on the first day thereafter not a Saturday, Sunday, or legal holiday; all bills unpaid after said twenty-first (21st) day shall be increased by one and one half percent (1-1/2%) per month, including amounts previously past due. At the option of the Company, bills may be rendered monthly, bimonthly or quarterly.

0.10% GROSS REVENUE TAX

Section 36(b) of "An Act Concerning Public Utilities," as amended, authorizes a utility to recover from its customers its liabilities to the State of Illinois for the Gross Revenue Tax imposed by Section 7a of "An Act Concerning Public Utilities," as amended. Pursuant to Section 36(b), the Company will charge an Additional Charge for the Gross Revenue Tax equal to 0.10% of all billings under this rate schedule except for (a) this Additional Charge for the Gross Revenue Tax, (b) the Additional Charge for any Municipal Utility Tax, and (c) any other billings and billing items excluded from the base of the Gross Revenue Tax.

RULES AND REGULATIONS

Reference is hereby made to the Rules, Regulations and Conditions of Service of the Company as stated in Section No. 1 of ILL C. C. No. 47, on file with the Illinois Commerce Commission from time to time. The Schedule of Rates for Water Service and other charges should be read together with and is hereby made subject to said Rules, Regulations and Conditions of Service. An applicant for water service in the Village of Hawthorn Woods should be aware that the Village approved Ordinance #1092-04 that requires all fees, permits, or authorization required by the Village relating to applications for water service to be paid and/or received prior to requesting water service from the Company. An applicant for water service in the Kemper Lakes Development Area should be aware that pursuant to Village of Hawthorn Woods Resolution No. 10-18-04-3 and the associated court order, certain fees, permits, or authorizations may be required to be paid to and/or received by the Village prior to requesting

- * water service from the Company. An applicant for water service in the Kemper 6 & 7 Parcels
- * should be aware that pursuant to a Village of Hawthorn Woods Agreement, certain fees,
- * permits or authorizations may be required to be paid to and/or received by the Village prior to
- * requesting water service from the Company.

* Indicates changes to tariff

Filed in Compliance with Order of
Illinois Commerce Commission in Docket No. 06-0795

Issued: July 3, 2007

Effective: July 11, 2007

Issued By: Terry J. Rakocy, President

1000 S. Schuyler Ave., Kankakee, IL 60901

AQUA ILLINOIS, INC.
LAKE COUNTY - HAWTHORN WOODS
LAKE COUNTY, ILLINOIS

ILL. C.C. No. 47
Section No. 10
Third Revised Sheet No. 4
Canceling Second Revised Sheet No. 4

Applies To: * Village of Hawthorn Woods, Kemper Lakes Development Area and
* Kemper 6 & 7 Parcels in Lake County, Illinois.

MISCELLANEOUS CHARGES

Miscellaneous charges shall be as stated in the Rules, Regulations and Conditions of Service on file with the Commission or as set forth below:

The reconnection fee charged by the Company shall be \$25.00.

A \$15.00 service fee will be assessed for each check returned by the bank uncashed due to insufficient funds.

The charge for the testing of meters one inch (1") and smaller shall be \$7.50, and the charge for the testing one and one-quarter (1¼") and two inch (2") meters will be \$15.00.

The minimum charge for water provided for building and construction purposes shall be \$5.00, payable in advance.

FRANCHISE CHARGES

The following franchise charges may be collected in addition to the rates and charges set forth elsewhere in this tariff:

Within the Village of Hawthorn Woods – Upon passage of a Village ordinance establishing a franchise charge three percent of Amounts Billed for Water Service. Amounts Billed for Water Service means amounts billed to customers which reside within the indicated municipality as water customer charges, volumetric rate charges, public fire protection charges, private fire protection charges or other monthly charges for water service (and not including other billed amounts).

* Indicates changes to tariff

Filed in Compliance with Order of
Illinois Commerce Commission in Docket No. 06-0795

Issued: July 3, 2007

Effective: July 11, 2007

Issued By: Terry J. Rakocy, President

1000 S. Schuyler Ave., Kankakee, IL 60901

AQUA ILLINOIS, INC.
LAKE COUNTY – HAWTHORN WOODS
LAKE COUNTY, ILLINOIS

ILL. C.C. No. 47
Section No. 10
Second Revised Sheet No. 5
Canceling First Revised Sheet No. 5

Applies To: * Village of Hawthorn Woods, Kemper Lakes Development Area and
 * Kemper 6 & 7 Parcels in Lake County, Illinois.

WATER SERVICE

Unaccounted-for Water

The maximum percentage of unaccounted-for water considered in the determination of any rates or surcharges shall not exceed 15.0%. Rates or surcharges approved shall not include charges for unaccounted-for water in excess of this maximum percentage without well-documented support and justification for the Commission to consider in any request to recover charges in excess of this maximum percentage.

* Indicates changes to tariff

Filed in Compliance with Order of
Illinois Commerce Commission in Docket No. 06-0795

Issued: July 3, 2007

Effective: July 11, 2007

Issued By: Terry J. Rakocy, President

1000 S. Schuyler Ave., Kankakee, IL 60901

AQUA ILLINOIS, INC.
LAKE COUNTY – HAWTHORN WOODS
LAKE COUNTY, ILLINOIS

ILL. C.C. No. 47
Section No. 10
First Revised Sheet No. 6
Canceling

Applies To: Village of Hawthorn Woods, Kemper Lakes Development Area, and
Kemper 6 & 7 Parcels in Lake County, Illinois.

WATER SERVICE

MUNICIPALITIES FOR RESALE SERVICE

Rates to Municipalities for Resale

The rate shall consist of a Customer Charge plus a Usage Charge.

Customer Charge

The Water Customer Charge for each metered Municipality for Resale Service Account shall be
* \$15.00 per month.

Usage Charge

In addition to the foregoing Customer Charge, each customer shall pay the following Usage
Charge:

For all water used - \$2.4329 per 1000 gallons.

This rate is available to municipalities desiring to receive water by metered service from Aqua Illinois, Inc.,
Hawthorn Woods Division for redistribution to the municipality consumers.

It shall be the responsibility of the municipality to maintain its own pressure and distribution
system, the rendering of bills, the collections of the bills and any customer service.

* Indicates change to tariff

Filed in Compliance with Order of Illinois Commerce Commission
in Docket 07-0620/07-0621/08-0067 (Consolidated)

Issued: August 28, 2008

Effective: September 5, 2008

Issued By: Terry J. Rakocy, President
1000 S. Schuyler Ave., Kankakee, IL 60901

EXHIBIT D

Agenda Item #

54

DISTRIBUTION

County Board
County Clerk
County Administrator
Recorder of Deeds
Public Works

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

COUNTY BOARD, LAKE COUNTY, ILLINOIS ADJOURNED REGULAR SEPTEMBER, A.D. 2006 SESSION

OCTOBER 10, 2006

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee presents herewith an Amended Ordinance Restricting the Outside Use of Water in Public Water Supply Systems of the County of Lake, Illinois, and request its adoption.

Respectfully submitted,

	Aye	Nay
<u>Deanna O'Kelly</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CHAIR <u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE CHAIR <u>[Signature]</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Ann B. Marino</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Sandy Cole</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Michael A. Albett</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CERTIFIED TO BE A TRUE COPY OF
RECORDS OF THE LAKE COUNTY
BOARD MEETING OF

OCT 10 2006 APPROVED

CERTIFICATION NOT VALID UNLESS SEAL
OF LAKE COUNTY, ILLINOIS IS AFFIXED

Willard R. Helander County Clerk

PUBLIC WORKS AND TRANSPORTATION
COMMITTEE

VOICE VOTE

EXHIBIT D

AN AMENDED ORDINANCE RESTRICTING THE OUTSIDE USE OF WATER IN PUBLIC WATER SUPPLY SYSTEMS OF THE COUNTY OF LAKE, ILLINOIS.

WHEREAS, the County of Lake is a participant in the allocation process of Lake Michigan water and is subject to the rules and regulations of the Illinois Department of Transportation (IDOT) and/or the Illinois Department of Natural Resources (IDNR), under its permit for the withdrawal of Lake Michigan water; and

WHEREAS, IDOT/IDNR has promulgated a rule restricting non-essential water uses, with particular reference to lawn sprinkling, and has requested that permittees incorporate similar provisions within their ordinances; and

WHEREAS, the County of Lake, through its Department of Public Works, operates certain public water supply systems that utilize water drawn from public wells, which were negatively impacted in 2005 by drought weather conditions, which demonstrated the need to have effective public water restrictions on non-essential water uses in place;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF LAKE, LAKE COUNTY, ILLINOIS, as follows:

SECTION 1. RESTRICTIONS ON WATER USE.

The following mandatory water conservation regulation shall be applicable to all water service customers of the County of Lake Department of Public Works.

A. Summer General Water Use Restriction.

1. Excepting the use of hand-held hoses or sprinkling cans used for the watering of gardens and shrubs, the use of water from the County water system for landscape irrigation and all outside water use including, but not limited to washing cars and vehicles and filling pools, from May 15 through September 15 of each year is prohibited between the hours 10:00 AM and 6:00 PM, except that newly sodded or seeded areas of lawns may be watered at any time for a two-week period following installation of such sod or planting of such seed.

2. Occupants with even-numbered residences or structures shall be limited to water lawns and gardens and other landscape uses, wash cars and vehicles, and use water for outside use only on even-numbered days. Occupants with odd-numbered residences or structures shall be limited to water lawns and gardens and other landscape uses, wash cars and vehicles, and use water for outside use only on odd-numbered days.

B. Landscape Water Use Restrictions.

Definition. *Landscape*. For purposes of this Ordinance, the term "landscape" shall include shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, or flowers.

C. Emergency Water Shortage.

EXHIBIT D

1. The Director of the Department of Public Works is authorized, when the circumstances warrant, to issue a declaration of chronic water shortage, to ensure the maintenance of an adequate water supply of water to meet internal residential, business and firefighting requirements. Upon the declaration of a chronic water shortage situation, the following authorities or restrictions shall immediately be in force and effect.

(a) Following the initial declaration of a chronic water shortage, the Director is authorized, for all landscape water use, washing of cars and vehicles, and outside water usage, to restrict or limit water usage to specific hours or to totally prohibit such outside water usage.

2. Public Use Conservation Programs. When a chronic water shortage situation arises, the Director is authorized to order all public users to restrict activities calling for high water consumption. The high water consumption category includes, but is not limited to, the testing and clearing of fire hydrants, the cleaning of water mains, the conduct of fire drills, street washing (except in emergencies), sewer flushing, and the watering of public areas.

3. Administration. The authority to administer and enforce this Ordinance shall be in the Director of the Department of Public Works, or his or her designees. As the County provides public water services in some municipalities, the Director is authorized, by writing, to delegate enforcement of this Ordinance within municipal boundaries to officers or employees of that municipality, including court enforcement, if necessary.

4. Variances. Variances from the regulatory standards of this Ordinance may be granted in accordance with the requirements provided below. Any application for a variance shall be made to, and decided by, the Director. No variance shall be granted unless the applicant for the variance can demonstrate that:

- (a) An exceptional economic or other hardship would result without the variance; and
- (b) The relief granted is the minimum necessary; and
- (c) There will be no additional threat to public health, safety or welfare or the creation of a nuisance; and
- (d) No additional public expense will result.

5. Emergency Water Usage Plan. The Department of Public Works, through its Director, officers, and employees, shall establish, and keep on file, a current Emergency Water Use Plan for implementation and/or imposition during declared emergency water shortages.

SECTION 2. PENALTIES.

A. Any person or water customer who violates any provision or section of this Ordinance, or who violates any declaration or order of the Director under this Ordinance, shall be fined not less than \$50.00, nor more than \$250.00 for each violation. Each day that a violation exists or occurs shall constitute a separate offense.

B. The Director may also take any other available legal action necessary to prevent or to remedy any violation, including but not limited to appropriate equitable or injunctive relief or discontinuation of water service to the violator.

EXHIBIT D

SECTION 3. VALIDITY.

A. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

B. The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts.


SECTION 4. EFFECTIVE DATE. This amended Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Adopted at Waukegan, Lake County, Illinois on this 10th day of October, A.D., 2006.

SECTION 7. This ordinance shall be published and take effect as provided by law.


CHAIR, COUNTY BOARD

ATTEST: (SEAL)


COUNTY CLERK

Adopted: September 11, 1990

Amended: October 10, 2006

EXHIBIT E

**THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:**

Daniel J. Jasica
Assistant State's Attorney
Lake County State's Attorney's Office
18 North County Street, 3rd Floor
Waukegan, IL 60085

**GRANT OF TEMPORARY EASEMENT, PERMANENT EASEMENT,
AND RIGHT OF WAY**

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the undersigned Grantor does hereby grant, bargain, sell and convey to the County of Lake, an Illinois municipal corporation (hereinafter referred to as "**Grantee**") a perpetual, permanent easement and right of way in, over, upon, through and under a portion of the land legally described as follows:

Lot 77 in Hawthorn Woods Unit No. 5, being a subdivision of part of the South Half (1/2) of Section 10, Township 43 North, Range 10 East of the Third Principal Meridian, as recorded June 2, 1958 as Document No. 991628, at the Lake County Recorder's Office, Lake County, Illinois.

More commonly known as 2 Lagoon Drive, Hawthorn Woods, IL 60047 with PIN 14-10-302-001.

The easement legal description is attached as Exhibit A.

(Hereinafter referred to as the "**Premises**"); for the limited purpose of the Grantee, its employees, agents and other persons acting on behalf of the Grantee, surveying, installing, extending, constructing, repairing, maintaining, inspecting, enlarging, reconstructing, and operating a public water main, valves, valve vaults, meters, meter transmitters, meter vaults, pipe, fittings, conduits, related materials, appurtenances, and equipment for the purpose of changing the topography in, over, upon, through, and under the Premises in order to accommodate the aforesaid surveying, installation, extending, constructing, repairing,

EXHIBIT E

maintaining, inspecting, enlarging, reconstructing, and operating of a public water main, valves, valve vaults, meters, meter transmitters, meter vaults, pipe, fittings, conduits, related materials, appurtenances, and equipment.

As depicted on Exhibit B, some of the attached easement shall be temporary in nature and will terminate upon completion of the water main installation.

The Grantor covenants that it is the owner of the Premises and is authorized to execute this instrument. Grantor further represents and warrants that it shall take all necessary actions so that the easement contemplated by this instrument shall be released from all liens, including but not limited to, the lien of all mortgagees, mechanics' lien claims, security agreements, assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the Grantee's right and interest herein.

Grantee agrees that all work on the Premises shall be done and completed in a good, workmanlike and safe manner and that upon completion of any work on the Premises by Grantee or its authorized agents, servants, employees or contractors, Grantee shall restore the Premises to its condition prior to such work.

Grantor hereby reserves the right to use the Premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder.

For the purposes set forth herein the Grantee, its officers, employees, representatives, agents, licensees, successors and assigns shall at all times have the right and privilege of access to the Premises. This grant of easement and right of way granted, the restrictions imposed by this instrument, and the agreements and covenants contained in this instrument shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Premises and be binding upon and inure to the benefit of the Grantor and the Grantee and their respective grantees, agents, heirs, successors in title, administrators, licensees, representatives, and assigns and all subsequent owners of the Premises, or any portion thereof and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this instrument would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful defendants of George Herbert Walker Bush, former president of the United States.

EXHIBIT E

IN WITNESS WHEREOF, the Grantor(s) have hereunto set his/her/their hand(s) and seals this _____ day of _____, 2008.

Grantor:

Print Name here: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in the County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Grantor, appeared before me this date in person and acknowledged that she signed said instrument in her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____. 2008

(SEAL)

Notary Public

EXHIBIT E

CONSENT OF MORTGAGEE

The undersigned mortgagee consents to the execution and the filing for recordation of the foregoing Permanent Easement and Right of Way with the Lake County Recorder of Deeds.

MORTGAGEE

(SEAL)

Attest:

By: _____
_____ President _____ Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do certify that _____ and _____ personally known to me to be the _____ President and the _____ Secretary, respectively, of [Mortgagee], and both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as such _____ President and _____ Secretary and as their free and voluntary acts and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2008.

(SEAL)

Notary Public

EXHIBIT E

ACCEPTANCE

The undersigned Grantee does hereby consent to and accepts the Easement and Right of Way granted and conveyed to it under the pursuant to the foregoing Grant of Permanent Easement and Right of Way and agrees that this acceptance and its covenants and agreements hereunder shall be binding upon the undersigned and its successors and assigns.

In witness whereof, the undersigned has executed and delivered this acceptance as of this ____ day of _____, 2008

COUNTY OF LAKE

Attest:

(SEAL)

By: _____
Chairman

County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Suzi Schmidt personally known to me to be the Chairman of the County of Lake, an Illinois municipal corporation, and Willard Helander, personally known to me to be the County Clerk thereof, and both personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Chairman and County Clerk, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as such Chairman and County Clerk and as their free and voluntary acts and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2008

(SEAL)

Notary Public

EXHIBIT E

EXHIBIT A

Permanent Utility Easement

Commencing at the southeasterly corner of the aforesaid Lot 77; thence northwesterly 174.26 feet along the southwesterly line of said Lot 77, said line being the northeasterly Right-of-Way line of Old McHenry Road, to the southwesterly corner of said Lot 77, said corner being the Point of Beginning; thence southeasterly 38.00 feet along the northeasterly Right-of-Way line of Old McHenry Road; thence northeasterly 30.00 feet at a right angle to the previously described line; thence northwesterly 44.7 feet (more or less) at a right angle to the previously described line to a point on the northwesterly line of Lot 77, said line being the southeasterly Right-of-Way line of Lagoon Drive; thence southwesterly 13 feet (more or less) along the northwesterly line of Lot 77; thence southerly 18.97 feet along the westerly line of Lot 77 to the Point of Beginning, as depicted on Exhibit B attached.

Temporary Construction Easement

Temporary Construction Easement shall be as depicted on Exhibit B attached.

