

SIXTH AMENDMENT TO AGREEMENT  
FOR RETAIL WATER AND SEWER SERVICE

THIS SIXTH AMENDMENT TO AGREEMENT made and executed this \_\_\_\_ day of \_\_\_\_\_, 2010 between the VILLAGE OF GRAYSLAKE, ILLINOIS (the "Village") and the COUNTY OF LAKE, ILLINOIS (the "County");

WITNESSETH:

WHEREAS, the Village and the County have entered into a special and limited Agreement dated April 9, 1985 providing for water and sewer service by the County to users within certain areas of the Village (the "Original Agreement"); and

WHEREAS, the Village and County have subsequently amended the Original Agreement, most recently pursuant to a Fifth Amendment dated February 13, 2004, to provide water and sewer service by the County to users within certain additional areas of the Village (the Original Agreement and all subsequent amendments shall hereinafter collectively be referred to as the "Retail Agreement"); and

WHEREAS, the Village has annexed certain additional property that is located in an area served by a County owned and operated water and sewer system; and

WHEREAS, the parties desire to amend and modify the Retail Agreement to extend the County's limited service within the Village to include the property described herein;

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

Section One. Section 1 of the Retail Agreement is hereby amended in its entirety, so that said new Section 1 shall hereafter be and read as follows:

The County shall provide water and sewer service to the areas delineated on Exhibits A, B, C, D, E, F, and G attached hereto and by this reference incorporated herein and made a part hereof. The extent of service provided by the County for the area delineated on Exhibit A, however, shall not exceed that required for a development consisting in total of 400 multifamily units and 260,000 square feet of commercial floor area. The extent of service provided by the County for the area delineated on Exhibit B, however, shall not exceed that required for a detached single family residential development of approximately 50 units upon a site of approximately 22 acres. The extent of service provided by the County for the area delineated on Exhibit C, however, shall not exceed that required for a commercial development consisting of 130,000 square feet of floor area upon a site of approximately 12 acres. The extent of service provided by the County for the area delineated on Exhibit D, however, shall not exceed that required for development consisting in total of 45 detached single family residential units, 73 multifamily units, and approximately 55,000 square feet of commercial floor area. The extent of service provided by the County for the area delineated on Exhibit E, however, shall not exceed that required for a commercial building development consisting of 43,600 square feet of floor area upon a site of approximately 3.38 acres. The extent of service provided by the County for the area delineated on Exhibit F, however, shall not exceed that required for a development consisting in total of 65 townhome dwelling units and one single-family detached dwelling unit upon a net site area of approximately 11.7 acres. The extent of service provided by the County for the net site area of approximately 15.2 acres delineated on Exhibit G, however, shall not exceed that required for a development consisting of: 1) on the portion of the Glunz property located north of Washington Street, one (1) single family residence and 2) on the portion of the Glunz property located south of Washington Street, an initial phase of development for a 112-seat restaurant and 270-seat banquet hall facility, and 7,000 square foot warehouse facility and, a proposed future development phase of a 32-room hotel and a 27,000 square foot retail office complex. During the term of this Agreement, the Village shall not construct or permit the construction of any water or sewer system within the boundaries of the aforesaid areas except for any emergency standby water system deemed necessary and proper by the Village.

Section Two. Pursuant to Section One of this Sixth Amendment to Agreement, a new Exhibit G to the Retail Agreement is attached hereto and by this reference incorporated herein and made a part hereof.

Section Three. In consideration of the County's agreement to enter into the Fifth Amendment to Agreement to provide sewer and water service to the area delineated in Exhibit F the Village agreed, promised, represented, and covenanted, and in further consideration of the County's agreement to enter into this Sixth Amendment to Agreement, the Village hereby reaffirms said agreement, promises, representations and covenants as follows:

- A. The County's obligation to provide sewer and water service to the area delineated on Exhibit F shall be contingent upon and conditioned upon enforcement by the Village and conformance by the developer of the area delineated in Exhibit F to the terms and conditions contained in this Fifth Amendment, the August 15, 2003, Amended and Restated Pre-Annexation Agreement by and between the Village, First Midwest Bank, and DRH Cambridge Homes, Inc., and the terms and conditions of the August 15, 2003 Amended and Restated Agreement of Conditions and Specifications for the Special Use Permit Granted for the "Water's Edge" Planned Unit Development by and between the Village and DRH Cambridge Homes, Inc., except to the extent such terms and conditions may be modified to comply with the Fifth Amendment. Moreover, the County's obligation to provide sewer and water service to the area delineated on Exhibit F shall be contingent upon and conditioned upon the Village's continuing obligation not to permit or grant any amendments or modifications to, or waivers from, the provisions contained within Sections 5, 10.2, 11.2, 12.4, 12.6 or 18 of the above-referenced August 15, 2003 Amended and Restated Agreement of Conditions and Specifications for the Special Use Permit Granted for the "Water's Edge" Planned Unit Development without the prior written consent of the County Administrator, except to the extent such amendments or modifications are necessary to comply with the Fifth Amendment.

- B. The Village shall require landscaping and buffering along the eastern boundary of the area delineated on Exhibit F and adjacent to the existing single-family residential development in an amount and manner that meets or exceeds the landscaping and buffering requirements which would be required if the area delineated on Exhibit F were to be developed within the unincorporated County. Specifically, the Village shall require and ensure that the eastern boundary of any such development of the area delineated in Exhibit F shall be consistent with the landscaping standards set forth in Section 9.3 of the Lake County Unified Development Ordinance, including the transition area landscaping requirements applicable to a Class 2 Developing Site adjacent to a Class 1 existing development as detailed in Section 9.3.6 of the Unified Development Ordinance (based upon an external dimension along the eastern boundary of 723 linear feet). The Village agrees that upon receipt of final landscaping plans for the development, it will forward same to the County for its review for compliance with this subsection.
- C. The design of the proposed Gages Lake outflow weir to be constructed on the northwest corner of Gages Lake by the developer of the area delineated on Exhibit F shall be approved by the Lake County Stormwater Management Commission and the Village shall maintain, operate, ensure proper functioning of, and control outflow of said Gages Lake outflow weir in accordance with the Lake County Watershed Development Ordinance, any other applicable state or local rules and regulations, and with sound engineering practices and procedures, so as to minimize flooding of properties adjoining Gages Lake and properties downstream from said lake outflow weir.
- D. The Village shall cause the owner of the property delineated in Exhibit F, prior to the sale of any dwelling units, to record with the Lake County Recorder of Deeds, a binding covenant, which shall run with the land, obligating every owner of a dwelling unit within the development to pay an annual fee to the Wildwood Park District to be used for Gages Lake management purposes. The annual fee shall be collected for each dwelling unit commencing in the year and at the time that a certificate of occupancy is issued

for such dwelling unit (prorated for the year in which such certificate of occupancy is issued), and collected each year thereafter on or before May 1, and shall be in a base amount of \$120 for each dwelling unit in 2005, which amount shall be adjusted every year thereafter consistent with the Consumer Price Index for All Urban Consumers--Chicago Metropolitan Area for the preceding calendar year. The Village agrees to require that said recorded covenant specifically grant the homeowner's association the right to lien dwelling units within the development to enforce said covenant against future owners of said dwelling units. Moreover, the Village agrees to take all steps necessary to enforce and ensure compliance with the above-referenced covenant by future owners of said dwelling units.

- E. The Village shall cause the owner of the property delineated in Exhibit F, prior to the sale of any dwelling units, to record with the Lake County Recorder of Deeds, a binding covenant, which shall run with the land: 1) limiting boat access to Gages Lake through the property to residents of the dwelling units on the property, 2) limiting to 16 the total number of in-water boat moorings on or accessible from the property, 3) limiting the sale of such 16 in-water boat moorings to owners of dwelling units on the property, 4) prohibiting the rental or leasing of such in-water boat moorings, 5) prohibiting the rental or leasing of boats or watercraft to the general public on the property, 6) prohibiting the launching of personal watercraft (including jetskis, wave runners, etc.) from the property, 7) prohibiting public access to the beach or the boat launch on the property, 8) prohibiting the permanent storage of boats on the property (other than allowing such permanent storage within the individual garages of the dwelling units constructed on the property), and 9) restricting the temporary storage of boats on the property to only the driveways of the individual dwelling units constructed on the property and, as to such permitted temporary storage, limiting the duration of such temporary storage on individual driveways to no more than 24 hours out of any consecutive 48-hour period of time. Moreover, the Village agrees to take all steps necessary to enforce and ensure compliance with the above-referenced covenant by future owners of said dwelling units.

- F. The County's obligation to provide sewer and water service to the area delineated on Exhibit F shall be contingent upon and conditioned upon the Village taking all steps necessary to require the developer to provide, in connection with the proposed development, that the one-story single family residence existing on the property delineated on Exhibit F (the "Existing Residence" as defined in Section 3.3 of the August 15, 2003 Amended and Restated Agreement of Conditions and Specifications for the Special Use Permit Granted for the "Water's Edge" Planned Unit Development): 1) shall not have street access through the Dady Decker Subdivision, 2) shall disconnect from the water, gas, electricity, and sanitary sewer utility improvements existing within the Dady Decker Subdivision and shall reconnect the Existing Residence to such water, gas, electricity and sanitary sewer improvements as are to be constructed on the development proposed for the area delineated on Exhibit F, and 3) shall receive a new address which shall not include "Lake Shore Drive" therein.
- G. The County's obligation to provide sewer and water service to the area delineated on Exhibit F shall be contingent upon and conditioned upon the Village taking all steps necessary to obtain a binding prohibition on the developer (but not any subsequent, unrelated purchaser of an individual dwelling unit) renting or leasing any dwelling units constructed on the property. Moreover, the Village agrees to take all steps necessary to enforce and ensure compliance with the prohibition on the rental or leasing of dwelling units by the developer.
- H. The Village agrees that, if so requested, it will meet with representatives from the County and the Wildwood Park District to discuss the adoption of rules and regulations for the operation of vessels on Gages Lake and will in good faith consider the adoption of any proposed intergovernmental agreement providing for IDNR special rules regarding same pursuant to 625 ILCS 45/8-1 *et seq.* Provided, however, that nothing herein shall obligate the Village to approve any such intergovernmental agreement.

Section Four. Except as amended and modified herein, the Retail Agreement shall remain in full force and effect. This Sixth Amendment shall not be construed to amend any agreement between the parties except the Retail Agreement.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the date first written above.

VILLAGE OF GRAYSLAKE

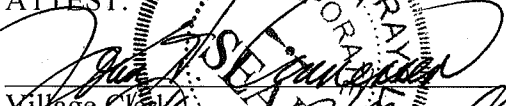

COUNTY OF LAKE, ILLINOIS

  
\_\_\_\_\_  
President

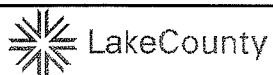
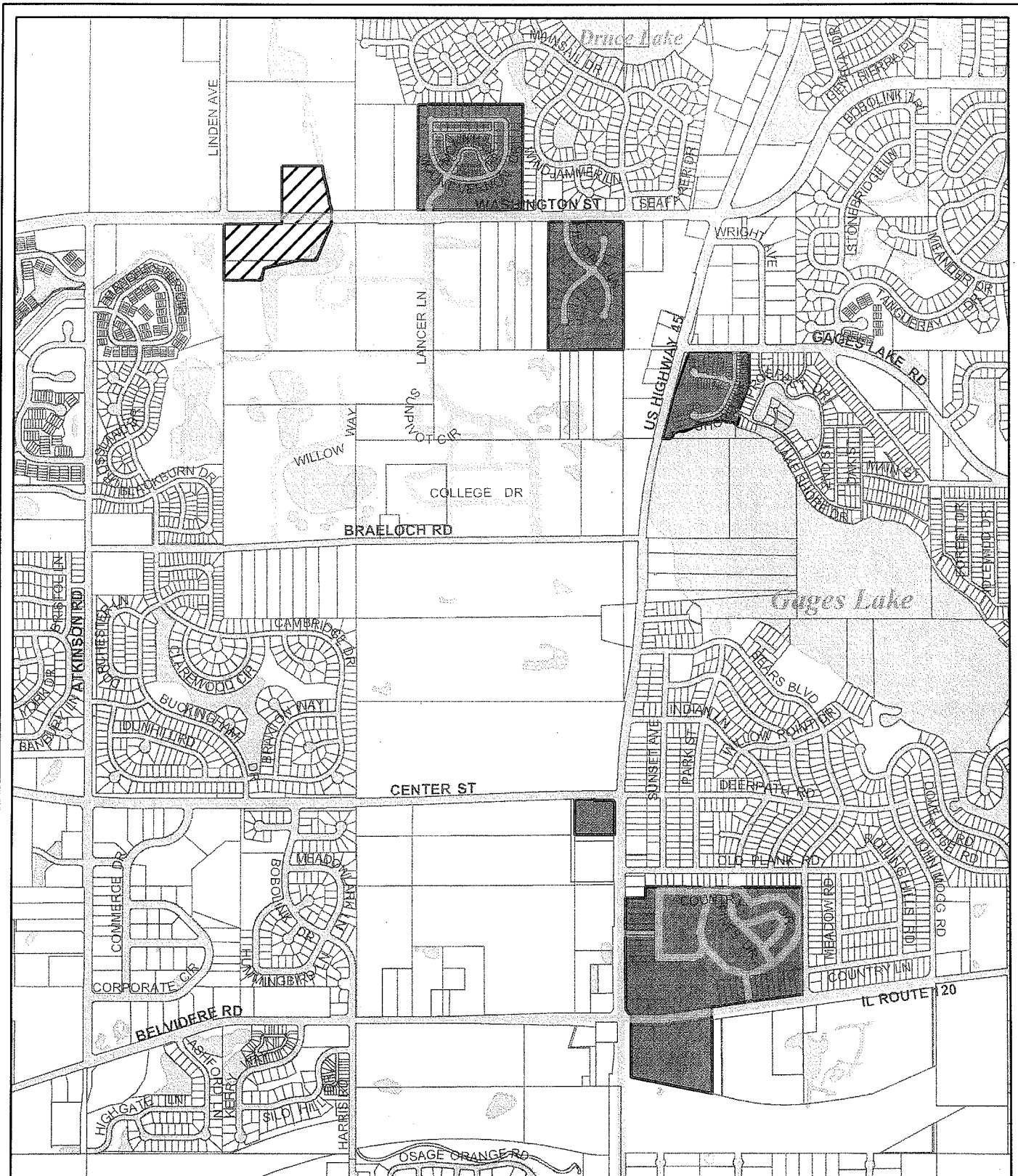
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Chair, Lake County Board

ATTEST:

ATTEST:



  
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Village Clerk  
  
(SEAL)

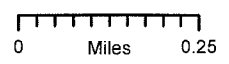
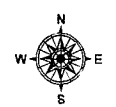
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County Clerk  
(SEAL)



**LakeCounty**  
 Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 Phone: (847) 377-7500  
 Fax: (847) 377-7173  
[publicworks@lakecountyil.gov](mailto:publicworks@lakecountyil.gov)

**Village of Grayslake  
 Retail Water & Sewer Agreement  
 Exhibit G**

-  Proposed Retail Service Area
-  Existing Retail Service Areas



DECEMBER 2009