

Prepared by and mail to:

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FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement ("Fourth Amendment") is executed this _____ day of _____, 2017, by and between Wanish LLC, an Illinois limited liability company ("Wanish, LLC"), 1200 N. Milwaukee Ave, Glenview, IL 60025, and the County of Lake, Illinois ("County"). This Fourth Amendment amends a certain Agreement between Wanish, LLC and the County dated July 13, 2010 and recorded July 14, 2010 as document no. 6621654, a certain First Amendment to Agreement dated June 13, 2012 and recorded August 7, 2012 as document no. 6881301, a certain Second Amendment to Agreement dated October 2, 2013 and recorded October 7, 2013 as document no. 7043817, and a certain Third Amendment to Agreement dated September 1, 2015 and recorded October 6, 2015 as document no. 7236636 (all of which documents shall be collectively be referred to herein as the "Agreement"). The purpose of the Agreement was to temporarily suspend the County's approval of the Final Plat documents regarding Wanish Park Planned Development, which development encompasses the property described as follows:

The South half of the Northeast Quarter of Section 29, Township 45 North, Range 11 East of the Third Principal Meridian, lying East of the West 1647.5 feet thereof (except the West 330.0 feet of the North 759.95 feet and the South 260.0 feet of the East 321.90 feet and that part dedicated for public roads by document 6326548) in Lake County, Illinois.

PIN Numbers 07-29-204-018; 07-29-204-019; 07-29-204-020; 07-29-211-001.

Address: 33590, 33670 and 33560 N. Wanish Place and 33588 N. Hunt Club Road, Gurnee, IL

The purpose of this Fourth Amendment is to clarify the applicable ordinance provisions as identified in paragraphs 4 and 5 and to extend the Completion Date as described in paragraph 6 of the Agreement.

NOW THEREFORE, the parties agree as follows:

Paragraph 4 of the Agreement is hereby deleted from the Agreement and the following language is substituted in its stead:

4. The Final Plat documents may be completed and entitled to all of the benefits of a recorded Final Plat of subdivision without further action by the Committee upon the occurrence of all of the following ("Completion Date"):

- a. Wanish, LLC shall provide a written notice to the Director of the Department of Planning, Building and Development of the County ("Director") requesting authorization to approve the Final Plat Documents. Said notice shall indicate that Wanish, LLC desires to continue with the development of the subdivision and that the composition of the development will remain unchanged.
- b. Wanish, LLC will provide documentation to the Director that the Final Plat conforms with the minimum standards and requirements of Sections 151.145-151.154 of the Lake County, Illinois Code of Ordinances in effect at the time it submits the notice as identified in subsection 4.a. above. If the Final Plat no longer conforms with the minimum standards and requirements of Sections 151.145-151.154 of the Lake County, Illinois Code of Ordinances, then Wanish, LLC or its successors or assigns shall submit a revised plat to the Director making any changes necessary to bring the development into compliance with the standards and regulations of Sections 151.145-151.154 and provide all calculations to the County. Any plan modification and/or engineering calculation is subject to approval by the Director. Any plat modification required under this subsection shall be recorded, at the expense of Wanish, LLC or its successors or assigns with specific cross-reference to the original Final Plat. Such recording shall be considered an amendment to the Final Plat.
- c. Wanish, LLC shall provide a certificate from the Lake County Clerk that all real estate taxes on the Property are paid as of the Completion Date.
- d. Wanish, LLC shall post adequate financial assurances as required by Section 151.203 of the Lake County, Illinois Code of Ordinances, that are based on an engineer's estimate of current costs of subdivision improvements at the time of written notice as stated in subsection 4.a. above, and that said assurances have been approved by the Director.

The Director shall promptly verify that the provisions of subsections a – d are complete. If they are not found to be complete, the Director shall immediately notify Wanish, LLC in what manner they are deficient. If the provisions of subsections a – d are complete, then the Director shall promptly countersign the notice in subsection 4.a. above as a ministerial act and without discretion, and shall record, at Wanish, LLC's expense, a certificate that Wanish LLC has complied with the terms and conditions of this section. Upon such recording, the Approval shall no longer be suspended and the Final Plat Documents, as amended, shall be deemed complete and in conformance with the provisions of Chapter 151 of the Lake County, Illinois Code of Ordinances, and Wanish, LLC and its successors and assigns shall be entitled to all of the benefits of a recorded Final Plat, except as amended pursuant to subsection 4.b. All of the approvals previously granted by the County as a

condition to and in conjunction with recording the Final Plat, as amended, and constructing the subdivision improvements, shall thereafter be unmodified and in full force and effect.

Paragraph 5 of the Agreement is hereby deleted from the Agreement and the following language is substituted in its stead:

5. All provisions of the Unified Development Ordinance (Chapter 151 of the Lake County, Illinois Code of Ordinances) applicable to the Final Plat except as provided for in Paragraph 4.b. above shall remain applicable to the Final Plat as written at the time of approval of the original Final Plat (and not the Completion Date), such that the Final Plat may continue in effect without modification, except as necessary to be in compliance with Paragraph 4.b. above.


Paragraph 6 of the Agreement is hereby deleted and the following is substituted in its stead:

6. In the event the Completion Date does not occur on or before December 31, 2019, unless further extended by the parties hereto, (a) the Approval of the Final Plat Documents shall be terminated, (b) Wanish, LLC or its successors or assigns shall prepare and record a Plat of Vacation that meets the provisions of sections 151.204 (D) (2) and 151.204 (E) of the Lake County Code of Ordinances (as amended from time to time) to vacate the Final Plat, and (c) the Property shall be deemed to revert to its predevelopment status.

The provisions of the Agreement remain in full force and effect, modified only as expressly provided for in this Fourth Amendment. If a provision of this Fourth Amendment conflicts with a provision in the Agreement, the conflicting provision in this Fourth Amendment shall control. All capitalized terms used but not otherwise defined herein shall have the same meanings as ascribed to such terms in the Agreement.

This Fourth Amendment is signed by the Planning, Building and Zoning Committee members pursuant to authority delegated by the Lake County Board.

Wanish, LLC

By:  _____
Robert Taylor

Lake County Planning, Building and Zoning Committee members
