

EidenLaw

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Date: October 26, 2017
Our File No. 10-1015
Via: Email

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Brittany Sloan
Deputy Director and Zoning
Administrator
500 W. Winchester Road, Unit 101
Libertyville, IL 60048

Dear Brittany,

As you know, the County and my client, Wanish LLC, previously executed an Agreement dated July 13, 2010, temporarily suspending the County's approval of the Final Plat of Wanish Park Planned Development. As a result, the Final Plat, although recorded, is deemed incomplete such that it is not fully in compliance with the provisions of Article 10 of the UDO. The agreement recognizes the impact of the decline of the housing market and the desire to preserve the future marketability of the development and rights associated with the development. Thereafter, the County and Wanish executed a First Amendment to Agreement dated June 13, 2012, Second Amendment to Agreement dated October 2, 2013, and Third Amendment to Agreement dated September 1, 2015 to continue the effectiveness of the agreement (collectively with the July 13, 2010 agreement herein referred to as the "Agreement"),

The main thrust of the agreement is evidenced by the following paragraph:

Upon documentation that the conditions of the Agreement have been met, the Director shall evaluate the request from Wanish LLC to approve the Final Plat Documents and if found to be in acceptable form, shall promptly countersign the notice in subsection (4a) 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 subsection. Upon such recording, the Approvals shall no longer be suspended and the Final Plat Documents shall be deemed complete and in conformance with the provisions of the UDO, and Wanish LLC and its successors and assigns shall be entitled to all of the benefits of a recorded Final Plat. All of the Approvals previously granted by the County as a condition to and in conjunction with recording the Final Plat and constructing

the subdivision improvements, shall thereafter be unmodified and in full force and effect.

The Agreement also provided:

In the event the Completion Date does not occur on or before December 31, 2017, *unless further extended by the parties* hereto, the approval of the Final Plat documents shall be terminated and the Property shall be deemed to revert to its predevelopment status.

Pursuant to a First Amendment to Agreement, Second Amendment to Agreement and Third Amendment to Agreement, the Completion Date was extended to December 31, 2017.

The decline of the housing market has not abated and Wanish LLC is still interested in preserving the future marketability of the subdivision and rights associated therewith.

This letter is to request a Fourth Amendment to Agreement to

- a. extend the Completion Date to December 31, 2019 in accordance with the draft Fourth Amendment to Agreement attached with this letter, and
- b. add language providing that notwithstanding that the original Approvals shall control after their reinstatement, Wanish LLC shall be required to amend its plans and comply with the minimum standards of all mandatory State and Federal floodplain, floodway and wetland regulations which are in effect at the time of development, and which cannot be exempted or waived by the County, and
- c. add language providing that notwithstanding that the original Approvals shall control after their reinstatement, Wanish LLC shall be required to amend its plans and stormwater management report to comply with Chapter 151 of the Lake County Code of Ordinances (151.145 SITE DEVELOPMENT PERMITS et. seq.).

Wanish, LLC continues to market the development for sale, but the most recent agreement was cancelled in the last month, as was the case agreements for sale previously negotiated.

Please schedule us before the Planning, Building and Zoning Committee to present this request.

Very truly yours,
Mark C. Eiden & Associates, PC.

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Mark C. Eiden