

#### VILLAGE OF THIRD LAKE ORDINANCE 01-08-01

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, GRANTING CERTAIN VARIATIONS AND APPROVING A FINAL PLAT OF SUBDIVISION – WATERSTONE PLACE – APPROXIMATELY 23.93 ACRES WEST SIDE OF U.S. ROUTE 45, NORTH OF WASHINGTON

Dated this 27<sup>TH</sup>. Day of August, 2001

Patricia Beggan, Village Clerk

Published in pamphlet form by authority of the Board of Trustees of the Village of Third Lake, Lake County, Illinois this 27<sup>th</sup>. Day of August, 2001

#### ORDINANCE NO. 01-08-01

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, GRANTING CERTAIN VARIATIONS AND APPROVING A FINAL PLAT OF SUBDIVISION - WATERSTONE PLACE - APPROXIMATELY 23.93 ACRES WEST SIDE OF U.S. ROUTE 45, NORTH OF WASHINGTON STREET

WHEREAS, on or about May 16, 2001, Robert Burack, Edmund Gadek and Ronald Gadek, as applicants, filed an application with the Village of Third Lake with respect to the property legally described on Exhibit "A" attached hereto and incorporated herein (the "Subject Realty"). Said application requested that the Village grant a special use permit for a Planned Unit Development, grant certain variations from the requirements of the Zoning Ordinance and Subdivision Control Ordinance of the Village and approve a final plat of subdivision with respect to the Subject Realty; and

WHEREAS, Notice of Public Hearing on said application was published on or about May 24, 2001 in a newspaper of general circulation within the Village, as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, pursuant to said Notice, the Plan Commission of the Village conducted a Public Hearing on or about June 12, 2001, said Public Hearing being continued on June 19, 2001 and June 21, 2001 and adjourned on July 2, 2001, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS at said Public Hearing, the applicants presented testimony in support of said application and all interested parties had an opportunity to be heard; and

WHEREAS, the President and Board of Trustees of the Village have received the Findings and Recommendations of the Plan Commission, dated July 21, 2001, which contain specific findings of fact with respect to the Subject Realty, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Third Lake, Lake County, Illinois, as follows:

SECTION ONE: That there is hereby granted with respect to the Subject Realty, a special use permit for a Planned Unit Development, subject to the terms and conditions set forth herein.

SECTION TWO: That pursuant to Article VI, Section I, Paragraph G. of the Village's Zoning Ordinance, the following variations from the provisions of the Zoning Ordinance be and the same are hereby granted:

A. Article IV, Section V, Paragraph B. - Required Number of Parking Spaces - is hereby varied to permit the following parking ratios: (i) for all lots (except Lot 4) having a restaurant use - 5.5/1,000 square feet, (ii) lots having a use for which the Zoning Ordinance requirement is less than 4.5/1,000 (except Lot 4) square feet - applicable Zoning Ordinance requirement, (iii) all other lots,

including Lot 4 - 4.5/1,000 square feet.

- B. Article IV, Section V, Paragraph D.1 and 2 Parking Lot Landscaping is hereby varied to permit a sidewalk within the ten foot (10') wide landscaped area.
- C. Article III, Section I, Paragraph C., Table 2 Street Yard is hereby varied to permit the setback from Route 45 to be fifty feet (50'), measured from the right of way line that was in effect on January 1, 2001.
- D. Article IV, Section V, Paragraph D.3 Parking Lot Landscaping is hereby varied to reduce the required landscaping of the interior of a parking lot to five percent (5%) and to provide that the nine foot (9') minimum width for islands shall apply only to islands where shade trees are planted.
- E. Article IV, Section V, Paragraph D.2 and D.3 Parking Lot Landscaping is hereby varied so that the requirements of D.2 shall be applied to the Subject Realty as a whole, not to each individual lot therein, and any area of interior landscaping islands or strips within or between adjacent lots, including the landscaped entry features, shall be applied toward the requirement of D.3 to the extent such areas are located within individual lots.
- F. Article IV, Section VI, Paragraph F.2.d(2) and (3) Sign Surface Area and Height is hereby varied to permit the principal shopping center sign maximum sign surface area of 340 square feet per side.
- G. Article IV, Section VI, Paragraph F.2.d(5) Outlot Ground Signs is hereby varied to permit a maximum height of nine feet (9'). In addition, each sign may be double-sided with sixty (60) square feet on each side.
- H. Article IV, Section VI, Paragraph F.2.c(1) Ground Signs is hereby varied with respect to Lot 7, so as to permit one additional ground sign, which shall be an identification sign for Lot 8 and with respect to Lot 5, so as to permit one additional ground sign, which shall be the entrance sign for the shopping center.
- I. Article III, Section I, Paragraph E., Table 2 Side Yards is hereby varied with respect to Lot 1 to reduce the minimum side yard setback on the south lot line to zero.
- J. Article IV, Section VI, Paragraph F.2.a(3)(b) Wall Signs is hereby varied with respect to the shopping center building so as to permit the sign surface for each store to be up to 10% of the store front wall area counting only that portion of the wall up to a maximum of 20' in height. For stores on the ends of the building, the 10% shall be calculated based on front and side wall area up to a maximum of 20' in height.
- K. Article IV, Section VI, Paragraph I.4.a Certain Advertising Signs is hereby varied to permit one (1) sign with a surface area of 15'x15, double-sided, for one (1) year from installation.

The Board of Trustees makes the following findings with respect to the above variations:

- A. The variations do not permit a use otherwise excluded from the particular zone in which requested.
- B. Special circumstances or conditions such as exceptional narrowness, topography, or site, fully described in the report of the Plan Commission, apply to the Subject Realty, and that those conditions do not apply generally in the zone.
- C. The special circumstances or conditions have not resulted from any act of the applicants subsequent to the adoption of the Village's Zoning Ordinance, whether or not in violation of the provisions thereof.
- D. For reasons fully set forth in the report of the Plan Commission, the aforesaid circumstances or conditions are such that the strict application of the provisions of the Village's Zoning Ordinance would deprive the applicants of any reasonable use of the Subject Realty.
- E. That the variations are the minimum adjustment necessary for the reasonable use of the Subject Realty.
- F. The granting of the variations are in harmony with the general purposes and intent of the Village's Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the Village's comprehensive plans for development.

SECTION THREE: That pursuant to Section 7.02 of the Village's Subdivision Control Ordinance, the following variations from the provisions of the Subdivision Control Ordinance be and the same are hereby granted:

- A. Section 6.10 Landscaping is hereby varied so that the trees removed along the Route 45 frontage shall not be replaced.
- B. Section 6.10 Landscaping is hereby varied so that trees removed that are not on the Village's approved planting list shall not be replaced, nor trees designated for removal by the appropriate governing authorities as part of their wetlands management criteria.

SECTION FOUR: That passage of this Ordinance shall constitute approval of the Final Plat of Waterstone Place, as prepared by R.E. Allen and Associates, Ltd, consisting of two (2) pages, with such final engineering changes as are approved by the Village Engineer, and that the President, Village Clerk and all other necessary and appropriate officers of the Village are hereby authorized to execute said Plat.

SECTION FIVE: The President and Board of Trustees hereby grant site plan approval pursuant to Article VI, Section I, Paragraph D.2.c. of the Village's Zoning Ordinance for the following: (a) Wendy's restaurant located on Lot 5, and (b) Tutor Time Learning Center located on Lot 1, pursuant to the elevations and other plans currently on file with the Village, with such final engineering changes as approved by the Village Engineer. Site plan approval for the shopping center building shall be obtained from the President and Board of Trustees without additional Plan Commission review. Site plan approval for the remaining portions of the Subject Realty shall be

obtained from the President and Board of Trustees without additional Plan Commission review; provided, however, that the President and Board of Trustees may, in their sole discretion, refer an application to the Plan Commission for its review and recommendation.

SECTION SIX: That the relief granted pursuant to Sections One through Five of this Ordinance is expressly conditioned upon the Subject Realty at all time being constructed, used, operated and maintained in accordance with the following terms, conditions and provisions:

- A. That all construction on, and maintenance and use of, the Subject Realty shall be in substantial accordance with the following:
  - 1. Geometric Layout prepared by Spies and Associates, Inc., consisting of one (1) sheet, dated March 7, 2000 and bearing the latest revision date of May 8, 2001, with such final changes as are approved by the Village Engineer (including the removal of the pad for cell tower);
  - 2. Landscape Plan and Sign Location Plan prepared by Integrated Planning Services, consisting of six (6) sheets, dated February 1, 2001 and bearing the latest revision date of May 16, 2001, with such final changes as are approved by the Village Engineer;
  - 3. Site Improvement Plans prepared by Spies and Associates, dated September 1, 2000 and consisting of sixteen (16) sheets, with such final changes as are approved by the Village Engineer; and
  - 4. Photometric Plan prepared by Chicago Lighting, dated September 10, 2000 and consisting of one (1) sheet, with such final changes as are approved by the Village Engineer.
- B. Final site design is subject to the review and approval of the Village Engineer with regard to traffic movement and control.
- C. Applicants shall contact the Illinois Department of Transportation and request permission to extend the sidewalk along Route 45 north to Cottage Avenue. If such permission is denied, the sidewalk shall terminate at the north end of the Subject Realty.
- D. No fence shall be installed along the western boundary of the Subject Realty. Applicants shall obtain three (3) contractor's estimates for an eight foot (8') stockade fence along said boundary and submit such estimates to the Village. The President and Board of Trustees shall determine a dollar figure based upon those estimates and the applicants shall spend that amount on additional trees. The type and location of such additional trees shall be subject to the approval of the Village Engineer. In addition, the applicants shall install boulders and a privet hedge adjacent to the property commonly known as the LaLuzerne property sufficient to prevent access to the Subject Realty from Lake Shore Drive. In addition to all other landscaping requirements herein, the applicants shall install ten (10) additional evergreen trees on the Subject Realty within a three (3) year period from the completion of construction of the shopping center building. Placement of said trees will be at the discretion of the President and Board of Trustees.
- E. The hours of operation on for the shopping center building shall be from 5:00 a.m. to 12:00 a.m. The hours of operation for businesses located on the other Lots shall be from 8:00 a.m. to 10:00 p.m., except that: (a) the hours for the Wendy's restaurant shall be from 10:00 a.m. until

12:00 a. m. and the drive-through window may remain open until 1:00 a.m. and (b) Tutor Time may open at 6:30 a.m. Deliveries and garbage pickup hours for the Subject Realty shall be from 8:00 a.m. until 10:00 p.m.

- F. There shall be no overnight parking on the Subject Realty.
- G. The freestanding light fixtures shall be twenty feet (20') in height with recessed bulbs and shall be uniform throughout the Subject Realty. Prior to installing any such fixtures, the applicants shall submit the specific model to the Board of Trustees for approval. Lighting on the Subject Realty shall commence at darkness. From 12:00 a.m. until 2:00 a.m., the lighting shall be reduced by thirty percent (30%) (measured by foot candle). At 2:00 a.m. until dawn, the light shall be reduced to building security lights and street lighting only, at such minimum safety level as determined by the Lake County sheriff.
- H. The sidewalk along Route 45 shall be located on the east side of the landscape buffer and shall be five feet (5') wide. The east side of the sidewalk shall be not less than ten feet (10') from the future Route 45 curb location as approved by IDOT.
- I. The entrance sign for the shopping center shall be a monument sign not to exceed twenty feet (20') in height and twenty feet (20') in width, including a three foot (3') base and three foot (3') wide pillars. The base and pillars shall be made of stone. The sign may be double-sided and shall be interior lit.
- J. The ground signs for the Lots shall be monument signs each not to exceed nine feet (9') in height, and shall include stone bases that match the entrance sign. Each sign shall be located at least two feet (2') away from the sidewalk.
  - K. An eighteen foot (18') drive aisle shall be required on the north side of Lot 2.
- L. The sign for Waterstone Market, in the shopping center, and all signs that have two (2) lines of lettering shall have a maximum letter height of 48" from the top of the letters on the first line to the bottom of the letters on the second line. Signs that only have one (1) line of letters shall have a maximum letter height of 36". The sign for Waterstone Market shall be between sixty feet (60') and one hundred feet (100').
- M. All buildings constructed on the Subject Realty shall have four finished sides and shall maintain architectural continuity with the remainder of the buildings on the Subject Realty, by utilizing appropriate brick construction, brick color and stone features.
- N. Construction on the shopping center building, Wendy's and Tutor Time (collectively, "Phase 1") shall commence no later than six (6) months following issuance of building permits for said buildings and shall be completed within eighteen (18) months thereafter, weather permitting.
- O. All site improvements other than future parking lots shall be installed contemporaneously with Phase 1. Lots not being developed as part of Phase 1 shall be graded and seeded. Prior to the recordation of the plat of subdivision, the applicants shall execute an Improvement Agreement for Phase 1 in substantially the form attached hereto and incorporated herein as Exhibit "C" (the "Improvement Agreement") and tender the required letter of credit. No certificate of occupancy for any building shall be issued until all of the improvements required by the Improvement Agreement have been completed and accepted by the Village. As any future Lots are developed, the owner of said Lot will be required to enter into a similar Improvement Agreement for any required improvements for said Lot prior to the issuance of a building permit.

- P. Prior to the recordation of the plat of subdivision, the applicants shall execute and record a Declaration of Covenants, Conditions and Restrictions (the "Declarations") regarding the Subject Realty in a form acceptable to the Village Attorney. Such Declarations shall include a provision permitting cross-parking over the entire site.
- Q. Should any of the adjacent homeowners have reasonable and valid complaints regarding the intensity of the lighting or the noise from any rooftop mechanical apparatus, as such matters affect the homeowners' property, applicants shall take all reasonable measures to alleviate such complaints, including, but not limited to, additional screening of the light fixtures and/or rooftop apparatus.
- R. Prior to the commencement of any construction activities on the Subject Realty, applicants shall install adequate fencing and take all other necessary measures to protect and preserve the trees that are not to be removed. Should any tree die within two (2) years of the completion of construction on the Subject Realty as a result of construction activities, the applicants will promptly replace such tree with a tree that is of a size and species as the Village Engineer shall approve pursuant to the applicable ordinances of the Village.
- S. Only the uses itemized below shall be permitted on Lots 1, 2, 3, 5, 6, 7, 8 and 9, and such uses shall be permitted without further approval by the President and Board of Trustees, except for the site plan approval required by the Village's Zoning Ordinance:
  - 1. Antique sales.
  - Apparel and accessory stores.
  - 3. Art galleries and sales.
  - 4. Art supply stores
  - 5. Automobile accessory and supply stores (no vehicle repairs).
  - 6. Bakeries, retail.
  - 7. Bedding and mattress stores.
  - 8. Bicycle sales, rental and repair.
  - 9. Blueprinting and photocopy services.
  - 10. Book, stationery or office supply stores.
  - 11. Business machines sales and service.
  - 12. Camera and photographic supply stores.
  - 13. Carpet and rug stores, retail.
  - 14. Clothing stores.
  - 15. Consumer electronics and music stores.
  - 16. Cosmetic stores.
  - 17. Delicatessens.
  - 18. Drapery stores.
  - 19. Drug stores and pharmacies.
  - 20. Dry goods stores.
  - 21. Floor covering, including linoleum and tile, stores.
  - 22. Florists.
  - 23. Furniture and home furnishings stores.
  - 24. Furrier shops, including incidental storage and conditioning of furs.
  - 25. Garden supply and seed stores.
  - 26. General merchandise stores.

- 27. Greenhouses, retail or wholesale sales.
- 28. Hardware stores.
- 29. Health clubs.
- 30. Home supply stores.
- 31. Hobbies and crafts stores.
- 32. Household appliance stores, including radio and television sales and service.
- 33. Lawnmower sales and service.
- 34. Luggage and leather goods stores.
- 35. Medical and dental clinics or offices.
- 36. Motorcycle sales and supplies (no repair).
- 37. Musical instrument sales and repairs.
- 38. Music stores.
- 39. Nurseries, lawn and garden supply stores.
- 40. Offices business, professional and government.
- 41. Optical goods stores.
- 42. Orthopedic and medical appliance stores.
- 43. Paint, glass and wallpaper stores.
- 44. Photo studios, with accessory film developing.
- 45. Post Office.
- 46. Printing shops.
- 47. Restaurants and eating establishments, including outdoor eating areas.
- 48. Sign shops.
- 49. Sporting goods stores.
- 50. Swimming pool sales and service.
- 51. Toys and games stores.
- 52. Variety stores.
- 53. Drive-through facilities.
- 54. Day care or child care facilities.
- T. The following uses may be permitted on the outlots, but shall require a special use permit from the Village:
  - 1. Animal hospitals or veterinary clinics, when operations are completely within a building.
  - 2. Motorcycle sales, repair and service.
  - 3. Automobile accessory and supply store (with repair).
  - 4. Funeral homes and mortuaries.
  - 5. Outside storage for garden supply and seed stores, greenhouses and hardware stores.
  - 6. Motels and hotels.
  - 7. Liquor stores (also requires separate liquor license).
- U. Only the uses itemized below shall be permitted in the shopping center building located on Lot 4, and such uses shall be permitted without further approval by the President and Board of Trustees, except for site plan approval for the building required by the Village's Zoning Ordinance:

- 1. Antique sales.
- 2. Apparel and accessory stores.
- 3. Appliance sales and service.
- 4. Art and school supply stores.
- 5. Art galleries and sales.
- 6. Automobile accessory and supply stores (no vehicle repairs).
- 7. Bait shop.
- 8. Bakery goods.
- 9. Bakeries, retail.
- 10. Barber or beauty shops.
- 11. Bedding and mattress stores.
- 12. Bicycle sales, rental and repair.
- 13. Blueprinting and photocopy services.
- 14. Book, stationery or office supply stores.
- 15. Books, magazines and newspapers.
- 16. Brokerage house.
- 17. Business machine sales and service stores.
- 18. Camera and photographic supply stores.
- 19. Candy, ice cream and confectionery stores.
- 20. Carpet and rug stores, retail.
- 21. Catalog sales office for mail order companies.
- 22. China and glassware stores.
- 23. Cigar, cigarette and tobacco stores.
- 24. Clothing and costume rental stores.
- 25. Clothing stores.
- 26. Coin, philatelic, stamp and numismatic stores.
- 27. Consumer electronics and music stores.
- 28. Contractor offices and display room.
- 29. Cosmetic stores.
- 30. Currency exchange and credit union.
- 31. Custom dressmaking, millinery or tailoring shops.
- 32. Dance schools.
- 33. Dairy product sales.
- 34. Delicatessens.
- 35. Drapery stores.
- 36. Drug stores and pharmacies.
- 37. Dry cleaning, pressing laundry establishments.
- 38. Dry goods stores.
- 39. Electrical appliance and equipment stores.
- 40. Employment agencies.
- 41. Fabric and yard good stores.
- 42. Fish or meat market, retail.
- 43. Floor covering, including linoleum and tile, stores.
- 44. Florists.
- 45. Food, grocery, meat and delicatessen stores.
- 46. Fruit and vegetable markets.

- 47. Furniture and home furnishings stores.
- 48. Furrier shops, including incidental storage and conditioning of furs.
- 49. Garden supply and seed stores.
- 50. General merchandise stores.
- 51. Gift and novelty shops.
- 52. Groceries and fresh produce.
- 53. Haberdasheries.
- 54. Hardware stores.
- 55. Hearing aid stores.
- 56. Health clubs.
- 57. Health food and vitamin stores.
- 58. Home supply stores.
- 59. Hobbies and crafts stores.
- 60. Household appliance stores, including radio and television sales and service.
- 61. Interior decorating shops, including upholstering and making draperies, slipcovers and other similar articles, when conducted as part of the retail operation and secondary to the main use.
- 62. Jewelry and watch repair stores.
- 63. Lawnmower sales and service.
- 64. Locksmith shops.
- 65. Luggage and leather goods stores.
- 66. Magazine and newspaper stores.
- 67. Martial arts schools.
- 68. Medical appliance stores.
- 69. Medical and dental clinics or offices.
- 70. Millinery shops.
- 71. Motorcycle sales and supply.
- 72. Musical instrument sales and repairs.
- 73. Notions stores.
- 74. Office equipment and supplies, retail.
- 75. Offices business, professional and government.
- 76. Optical goods stores.
- 77. Orthopedic and medical appliance stores.
- 78. Orthopedic brace and limb fitting and assembly.
- 79. Paint, glass and wallpaper stores.
- 80. Pet shops.
- 81. Phonograph record and sheet music stores.
- 82. Photo studios, with accessory film developing.
- 83. Post Office.
- 84. Printing shops.
- 85. Radio and television sales, service and repair.
- 86. Restaurants and eating establishments, including outdoor eating areas.
- 87. Schools music, dance, business.
- 88. School supply stores.
- 89. Second-hand stores.
- 90. Sewing machine sales and service.

- 91. Shoe, clothing and hat repair stores.
- 92. Sign shops.
- 93. Souvenir and curio stores.
- 94. Sporting goods stores.
- 95. Stationery and card stores.
- 96. Tailor shops.
- 97. Tire, battery and accessory dealers.
- 98. Toys and games stores.
- 99. Travel Bureaus and transportation ticket offices.
- 100. Typewriter sales.
- 101. Variety stores.
- 102. Water softener sales and services.
- V. The following uses may be permitted in the shopping center building, but shall require a special use permit from the Village:
  - 1. Launderettes.
  - 2. Liquor stores (also requires a separate liquor license).
- W. The applicants, in marketing and advertising the Subject Realty, when describing it location (other than designating the mailing address) shall indicate that the Subject Realty is in the Village of Third Lake.

That said zoning relief and special use permit shall not be deemed to be a waiver or variance or variation from any applicable ordinance, code, statute, law, rule or regulation of the Village or any local, County, State or Federal government or agency, except as specifically set forth herein, and all construction on, and maintenance and use of, the Subject Realty shall in accordance therewith.

Minor changes to the Planned Unit Development may be approved by the President and Board of Trustees without the requirement of any further public hearing. For purposes of this Ordinance, whether or not a change is a minor change shall be determined by the President and Board of Trustees in its sole discretion; provided, however, that no change shall be deemed to be a minor change if such change: (a) requires a variation from the Village's Zoning or Subdivision Control Ordinance; (b) substantially affects the land uses on the Subject Realty; or (c) substantially affects the nature of the planned unit development.

The conditions set forth in this Section are deemed to be fundamental elements of the zoning grants herein set forth and are intended by the Village and the applicants to run with the Subject Realty and be binding upon any and all successors in interest to the applicants.

SECTION SIX: That the recommendations and findings of fact of the Plan Commission previously incorporated herein as Exhibit "B" be and the same are hereby adopted by the President and Board of Trustees.

SECTION SEVEN: That the President and Village Clerk are hereby authorized to execute the Improvement Agreement and the Declarations referenced above

SECTION EIGHT: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION NINE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

The foregoing Ordinance was passed by a roll call vote as follows:

AYES:

DeMay, Kowalke, Penny, Rogers, Rohrer

NAYS:

None

ABSENT/NOT VOTING: None

PASSED: 8-27-01

APPROVED: 8-27-01

in J. Dolchert

ATTEST:

# EXHIBIT A LEGAL DESCRIPTION OF SUBJECT REALTY

#### R. E. Allen and Associates, Ltd.

PROFESSIONAL LAND SURVEYORS 31 SOUTH SLUSSER STREET GRAYSLAKE, ILLINOIS 60030



WATERSTONE PLACE SUBDIVISION

TELEPHONE 847-223-0914 FAX 847-223-0980

#### PARCEL 1:

THAT PART OF THE SOUTH HALF OF LOT 2 OF THE NORTHWEST QUARTER AND THE NORTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 19 AFORESAID, A DISTANCE OF 647.73 FEET EAST OF THE SOUTHWEST CORNER THEREOF (SAID POINT BEING THE SOUTHEAST CORNER OF LEE FRY'S MARINERS COVE, UNIT 1, A SUBDIVISION RECORDED OCTOBER 16, 1979 AS DOCUMENT 2028150); THENCE NORTH 10 DEGREES 00 MINUTES 08 SECONDS EAST, ALON( THE EASTERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 816.47 FEET; THENCE NORTH 09 DEGREES 02 MINUTES 55 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID MARINERS COVE. A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 551.12 FEET TO THE CENTERLINE OF U.S. ROUTE 45; THENCH NORTHEASTERLY ALONG THE CENTERLINE OF SAID U.S. ROUTE 45 TO THE EAST LINE OF LOT 2 IN THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF SAII LOT 2, A DISTANCE OF 251.54 FEET TO THE SOUTH LINE OF DRUCE LAKE SUBDIVISION RECORDEL COPTEMBER 9, 1914 AS DOCUMENT 155153, IN BOOK "J" OF PLATS, PAGE 8; THENCE WEST ALONG THE LUTH LINE OF SAID DRUCE LAKE SUBDIVISION TO THE WATERS EDGE OF DRUCE LAKE; THENCH SOUTHERLY ALONG SAID WATERS EDGE TO THE NORTHERLY LINE OF LANDS CONVEYED BY DOCUMENT 1739433; THENCE SOUTH 58 DEGREES 30 MINUTES EAST, 80 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LANDS CONVEYED BY SAID DOCUMENT 1739433; THENCE SOUTH 08 DEGREES 30 MINUTES EAST, 290.0 FEET; THENCE SOUTH 03 DEGREES 30 MINUTES EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES WEST, 74.52 FEET TO THE SOUTHERNMOST CORNER OF LAND CONVEYED BY SAID DOCUMENT 1739433: THENCE NORTH 53 DEGREES 42 MINUTES WEST, ALONG THE SOUTHWESTERLY LINE OF LANDS CONVEYED BY SAID DOCUMENT 1739433, DISTANCE OF 14.0 FEET, MORE OF LESS, TO A NORTHEASTERLY CORNER OF SAID LEE FRY'S MARINERS COVE, UNIT 1; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LEE FRY'S MARINERS COVE, UNIT 1, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 2 IN LEE FRY'S MARINERS COMMERCIAL VILLAGE; BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF OF LOT 2 OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 45 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED BY DOCUMENT 3032100, IN LAKE COUNTY, ILLINOIS.

OUR FILE NO. 11-79 DATED MARCH 6, 2001

#### **EXHIBIT B**

### PLAN COMMISSION FINDINGS AND RECOMMENDATIONS

### VILLAGE OF THIRD LAKE PLAN COMMISSION/ZONING BOARD OF APPEALS FINDINGS AND RECOMMENDATIONS

PROJECT: A Planned Unit Development

LOCATION: North of Anchor Bank on N. U.S. Route 45, Grayslake, Third Lake, Illinois.

PETITIONERS: Robert Burack and Company and Edmund Gadek

**REQUEST:** A Special Use Permit for a Planned Unit Development with variances to the Village of Third Lake Zoning Ordinance and Subdivision Control Ordinance.

APPLICATION DATE: May 16, 2001

PUBLIC HEARING DATE: June 12, 2001

#### I. FINDINGS

- A. Robert Burack of Burack and Company and Edmund Gadek (the applicants), owners and developers of the property located north of Anchor Bank on N. U.S. Route 45 filed an application with the Village of Third Lake on May 16, 2001, (the application is attached to these Findings and Recommendations as Exhibit "A", and by this reference is incorporated into these Findings), are requesting a Special Use Permit for a Planned Unit Development with variations for parking, signage, setbacks, and landscaping. The development includes a shopping center with nine (9) outlots.
- B. The Third Lake Plan Commission/Zoning Board of Appeals met to conduct a Public Hearing to consider the Application on June 12, 2001. Three other meetings were held on June 19<sup>th</sup>, June 21<sup>st</sup> and July 2nd.
- C. The parcels included in the subject property currently are zoned in the CB Community Business District under the Third Lake Zoning Code.
- D. The Plan Commission does feel the Application meets the standards set forth in the Third Lake Zoning Code for a Special Use Permit.

#### II. RECOMMENDATIONS

The Third Lake Plan Commission/Zoning Board of Appeals does recommend that the Third Lake Village Board of Trustees grant a Special Use Permit for a Planned Unit Development at this location, and variations for signage, parking,..... subject to the following conditions:

- 1. Site Design (Item D on request) Site design is subject to review and approval of McClure Engineering with regard to traffic movement and control.
- 2. Provisions affecting outside pedestrian traffic movement (Item E) Developer to contact IDOT and request relocation of the north end of the sidewalk into the right-of-way to avoid trees.
- 3. Screening or landscaping (Item G) Landscape plan was approved with regard to fencing and tree layout. Village Board to consider letter from homeowners on Seafarer and Brigantine (attached).
- 4. Operational factors (Item I) Overall hours of operation are 5:00am to 12:00am. Deliveries and garbage pickup hours are 8:00am to 10:00pm. Wendy's drive-thru closes at 1:00am. Variances to these hours will require a special use permit. No overnight parking. Hours of site lighting: lights go on at dark until midnight. From midnight until 2:00am lights will be reduced by 30 percent measurable by foot candle. From 2:00am until dawn lights will be reduced to building security lights, streetlighting and a minimum safety level to be defined by the Lake County Sheriff. (site lighting: fixtures a maximum 20 feet with concealed light source with a maximum of .5 foot candles at the property line).
- 5. Cell Tower (Item J) the Plan Commission has no jurisdiction in this matter.
- 6. Setbacks (Item M) A). Sidewalk to be located on east side of buffer. Sidewalk to be five (5) feet wide. East side of sidewalk to be not less than ten (10) feet from future Route 45 curb location as approved by IDOT and to be shown on submittal plans.
  - B). Sidewalk to be placed so as not to be harmful to its users based on the best information available on the future Route 45 right-of-way.
- 7. Design Standards (Item N) #2 —Principle Shopping Center Sign sign to be a monument type not to exceed twenty (20) feet in height. Sign to incorporate stone columns and base.
  - #3 Signs for outlots signs to be monument type not to exceed nine (9) feet in height. Sign to maintain at least two (2) feet clearance from sidewalk. Sign to incorporate stone base to match sign in #2.
  - #5 Side yard set back on southerly lot line of lot 1 18 foot drive aisle is required on the north side of Lot 2.
  - #6— Wall Signs on Shopping Center only The 10% calculation is based on the front (and sides, where applicable) only, not the rear of the building. Maximum allowable sign height is 36 inches.
- 8. Property Owner Restrictions (Item O) "Buildings constructed by the developer are subject to site plan review...". The review is to be by the Third Lake Village Board.
- 9. Variations to Subdivison Control Ordinance (Item S) Tree replacement issues by the LaLuzerne property: dead trees to be removed. Boulders and privet hedge to be placed along property line in lieu of fencing to prohibit unauthorized access to Waterstone

- Place from Lake Shore Drive. Ten (10) additional evergreen trees will be provided within a three-year period from completion of construction of the shopping center. Placement of said trees to be at the discretion of the Village.
- 10. Traffic (Item T) utilize the CVS Drug Store traffic plan in order to update the 3/2/2000 traffic report. Resubmit for final engineering. The north-south movement on the site across easements to be made inconvenient with stop signs, speed bumps, etc.
- 11. Storm Water Management/Wetlands (Item U) Lakes Commission requests a letter outlining the effectiveness of the wetlands as a filtering body to Druce Lake.
- 12. Permitted Uses (Item X) to be determined by the Village Board. Two lists were required by the Village Board one for the shopping center and one for the outlots.
- 13. Additional Matters (Item Y):
  - a. Outlots to have four finished sides to maintain architectural continuity. Out lots to be aesthetically/architecturally consistent with shopping center, for example brick construction, brick color, stone features.
  - b. Proposed phasing of construction for Phase One is 6 months, weather permitting.
  - c. Issue on percent of non-retail in shopping center to be addressed by Village Board.
  - d. All site improvements to be done at the beginning of the project including all water main and sewer improvements, roadways, excluding future outlot parking lots, water retention and wetland improvements, full site grading, removal of dead trees and tree replacement, future outlots seeded for grass.
  - e. Provision for enforcement and repair of site improvements. Developer to provide a long-term bond to cover Village expenses, if necessary.
  - f. Ensure compliance with Village and/or County noise requirements.
  - g. No outside storage of any stock or materials of any sort with the exception of seasonal outside sales in designated areas.

THIRD LAKE PLAN COMMISSION/ZON	IING BOARD OF APPEALS
BY: amus Klap	7/21/01
Jamie Reap, Chairman	Date
	L Deputy Village ( luk
Pat Beggan, Village Clerk	

### EXHIBIT C IMPROVEMENT AGREEMENT

#### IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (hereinafter called the "AGREEMENT") made
and entered into this day of, 2001, by and between the VILLAGE OF
THIRD LAKE, a municipal corporation of the State of Illinois, having its principal offices at 87
North Lake Avenue, Third Lake, Illinois 60046 (hereinafter called the "VILLAGE") and
(hereinafter called the "DEVELOPER").
<u>WITNESSETH</u> :
WHEREAS, on or about, 2001, DEVELOPER, as applicant, filed an
application for a special use permit, certain variations and subdivision plat approval for with
respect to the property legally described on Exhibit "A", attached hereto and incorporated herein
(hereinafter called the "SUBJECT REALTY") so as to permit the construction of a retail center
(the "PROJECT"); and,
WHEREAS, on or about August 27, 2001, the Corporate Authorities of the VILLAGE
adopted and approved Ordinance No, copies of which are on file with the
VILLAGE Clerk (collectively, the "CONTROL DOCUMENTS"), granting said special use
permit, approving said variations and granting certain other relief; and,
permit, approving said variations and granting certain other relief; and,  WHEREAS, pursuant to Ordinance No, DEVELOPER was required to
WHEREAS, pursuant to Ordinance No, DEVELOPER was required to
WHEREAS, pursuant to Ordinance No, DEVELOPER was required to execute this AGREEMENT, so as to insure the completion of certain improvements in
WHEREAS, pursuant to Ordinance No, DEVELOPER was required to execute this AGREEMENT, so as to insure the completion of certain improvements in accordance with the CONTROL DOCUMENTS and/or other applicable VILLAGE ordinances.
WHEREAS, pursuant to Ordinance No, DEVELOPER was required to execute this AGREEMENT, so as to insure the completion of certain improvements in accordance with the CONTROL DOCUMENTS and/or other applicable VILLAGE ordinances.  NOW, THEREFORE, it is mutually agreed as follows:

#### "IMPROVEMENT"):

- A. Site Grading and Earth Moving.
- B. Landscaping.
- C. Fencing and Screening.
- D. Lighting.
- E. Parking Area and Driveways.
- F. Sidewalks.
- G. Stormwater Drainage and Detention.
- H. Any and all appurtenances and restoration work attendant to any of the above.

all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the VILLAGE and/or other agreements between the VILLAGE and the DEVELOPER, and the Plans and Specifications for such IMPROVEMENTS shown on Exhibit "B" attached hereto, which Plans and Specifications consist of:

- 1. Geometric Layout prepared by Spies and Associates, Inc., consisting of one (1) sheet, dated March 7, 2000 and bearing the latest revision date of May 8, 2001;
- 2. Landscape Plan and Sign Location Plan prepared by Integrated Planning Services, consisting of six (6) sheets, dated February 1, 2001 and bearing the latest revision date of May 16, 2001;
- 3. Site Improvement Plans prepared by Spies and Associates, dated September 1, 2000 and consisting of sixteen (16) sheets; and
- 4. Photometric Plan prepared by Chicago Lighting, dated September 10, 2000 and consisting of one (1) sheet, with such final changes as are approved by the Village Engineer

which Plans and Specifications have heretofore been approved by the VILLAGE, together with any amendments thereto approved by the VILLAGE Engineer. Any utilities and services to be installed in or under the streets shall be installed prior to paving.

2. Attached hereto as Exhibit "C" is a complete cost estimate for the construction of the IMPROVEMENTS. The DEVELOPER shall submit a Letter of Credit issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such Letter of Credit shall contain such terms and provisions as may be acceptable to the VILLAGE Attorney and shall be deposited with the VILLAGE prior to the construction of the PROJECT by the VILLAGE.

Said Letter of Credit shall be in a principal amount of not less than one hundred twenty five percent (125%) of the DEVELOPER'S engineer's estimate, as approved by the VILLAGE Engineer, of the costs of the IMPROVEMENTS to be constructed upon the SUBJECT REALTY.

The Letter of Credit may provide for its reduction from time to time, based upon the VILLAGE Engineer's recommendation to the VILLAGE Administrator of the value of any of the IMPROVEMENTS installed. The VILLAGE Engineer's recommendation shall not be subject to question by the DEVELOPER. In no event shall the Letter of Credit be reduced to an amount less than one hundred twenty five percent (125%) of the VILLAGE Engineer's estimate of the cost of completion of all remaining IMPROVEMENTS. Any language in the Letter of Credit with respect to its reduction shall be subject to the approval of the VILLAGE Attorney. In no event shall the VILLAGE Engineer's recommendation for a reduction to the Letter of Credit or the VILLAGE Administrator's authorization for such reduction constitute final acceptance of any of the IMPROVEMENTS.

3. All work related to the IMPROVEMENTS shall be subject to inspection by the VILLAGE Engineer, and the VILLAGE Engineer's approval thereof shall be a condition precedent to the reduction and/or release of the Letter of Credit. The approval provided for in

this paragraph shall not constitute final acceptance of any or all of the IMPROVEMENTS.

- 4. The DEVELOPER will pay to the VILLAGE all applicable engineering and inspection fees in connection with the engineering and building review and inspection of the PROJECT. Said amounts shall be deposited as provided under the ordinances of the VILLAGE relating to building permits. Should the actual amount of engineering and building review and inspection fees be greater than the amount deposited by the DEVELOPER, the DEVELOPER shall pay said difference to the VILLAGE within thirty (30) days after the presentation of a detailed invoice to the DEVELOPER.
- 5. The DEVELOPER shall furnish the VILLAGE with evidence of liability insurance in the amount of at least \$1,000,000/\$3,000,000 covering the construction activities of the DEVELOPER contemplated by this AGREEMENT. Such insurance shall be written by a company rated by Best Reporting Service A VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the final acceptance of all of the IMPROVEMENTS, the VILLAGE may have recourse against the Letter of Credit for funds sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the IMPROVEMENTS.
- 6. The DEVELOPER, by its execution of this AGREEMENT, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants and employees, arising out of any of the DEVELOPER'S construction activities contemplated by this AGREEMENT.

The DEVELOPER shall cause the IMPROVEMENTS to be completed prior to the

issuance of any occupancy permit for the PROJECT, and in no event later than eighteen (18) months from and after the date of this AGREEMENT.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to require completion by drawing on the Letter of Credit in addition to any other available remedies.

7. Upon completion of any IMPROVEMENT and, further, upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that the said IMPROVEMENT has been completed in conformance with this AGREEMENT, the ANNEXATION AND DEVELOPMENT AGREEMENT, the Plans and Specifications, all applicable VILLAGE ordinances and all State and Federal laws and standards, the VILLAGE Engineer shall, within twenty (20) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) recommend to the VILLAGE'S Corporate Authorities final acceptance of said IMPROVEMENT, or (ii) designate in writing to the DEVELOPER all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said IMPROVEMENT, specifically citing sections of this AGREEMENT, the Plans and Specifications, the applicable ordinance of the VILLAGE, and/or State or Federal law or standard relied upon by said VILLAGE Engineer. Should the VILLAGE Engineer reject any IMPROVEMENT, or any portion or segment thereof, for a recommendation of final acceptance, the DEVELOPER shall cause to be made to such IMPROVEMENT such corrections or modifications as may be required by the VILLAGE Engineer. The DEVELOPER shall cause the IMPROVEMENTS to be submitted and resubmitted as herein provided until the VILLAGE Engineer shall recommend final acceptance of same to the Corporate Authorities of the VILLAGE and the Corporate Authorities shall finally accept same. No IMPROVEMENT shall be deemed to be finally accepted until the Corporate Authorities shall, by appropriate resolution, finally accept same. The Corporate Authorities shall act to finally accept IMPROVEMENTS at the next regularly scheduled meeting falling not less than seven (7) days after receipt of the VILLAGE Engineer's recommendation of final acceptance.

8. The DEVELOPER guarantees that the workmanship and materials furnished under the Plans and Specifications and used in the construction of the IMPROVEMENTS will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All IMPROVEMENTS shall be constructed using new, industry-accepted materials.

All materials and workmanship shall be guaranteed by the DEVELOPER as set forth below for a period of eighteen (18) months from the date of final acceptance.

To partially secure the DEVELOPER'S guarantee, at the time or times of final acceptance by the VILLAGE of the installation of any IMPROVEMENT in accordance with this AGREEMENT, the DEVELOPER shall deposit with the VILLAGE a Maintenance Letter of Credit in the amount of fifteen percent (15%) of the actual cost of the IMPROVEMENT finally accepted by the VILLAGE. This Letter of Credit or shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of eighteen (18) months after the IMPROVEMENT is finally accepted by the VILLAGE. At such time as the Maintenance Letter of Credit is delivered to the VILLAGE, the Letter of Credit required to be deposited with the VILLAGE under Paragraph 2 of this AGREEMENT shall be returned to the DEVELOPER.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the VILLAGE

Engineer, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance Letter of Credit shall be returned to the DEVELOPER.

If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the VILLAGE Engineer, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the DEVELOPER shall, upon notification by the VILLAGE Engineer of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said Maintenance Letter of Credit to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Letter of Credit, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

9. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the PROJECT, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefor shall arise. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then

only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

- 10. The DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this AGREEMENT and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.
- 11. The DEVELOPER shall be responsible for the maintenance of the IMPROVEMENTS until such time as they are finally accepted by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by paragraph 1 of this AGREEMENT, compliant with the Plans and Specifications identified by said paragraph at the time of their final acceptance by the VILLAGE.
- 12. The DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS which may occur during the construction of the PROJECT irrespective of whether the IMPROVEMENTS damaged have or have not been finally accepted hereunder. DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by the DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this AGREEMENT, but shall not be deemed hereby to have released any other party from

liability or obligation in this regard. The DEVELOPER shall have no obligation with respect to damage or routine maintenance resulting from ordinary use, wear and tear occurring after final acceptance.

- 13. In the event the DEVELOPER defaults in any of its obligations under this AGREEMENT, the DEVELOPER shall be liable for, and shall pay to the VILLAGE, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this AGREEMENT against the DEVELOPER, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.
- 14. This AGREEMENT shall be binding upon and inure to the successors and assigns of the parties to this AGREEMENT. Notwithstanding the foregoing, this AGREEMENT shall not be assigned by either party hereto without the prior written consent of the other party to this AGREEMENT.
- 15. The invalidity of any provision of this AGREEMENT shall not impair the validity of any other provision. If any provision of this AGREEMENT is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this AGREEMENT may be enforced with that provision severed or as modified by the court.
- 16. This AGREEMENT sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the VILLAGE'S ordinances. To the extent that this AGREEMENT fails to address an applicable provision of the VILLAGE'S ordinances, said ordinances shall continue to control the parties' activities contemplated by this AGREEMENT regardless of the fact that they have not been addressed within the specific terms of this AGREEMENT.

- 17. This AGREEMENT shall be in full force and effect from the date set forth above until two (2) years from and after the date on which the last of the IMPROVEMENTS has been finally accepted.
- 18. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Illinois.
- 19. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

#### A. VILLAGE at:

Village of Third Lake 87 North Lake Avenue Third Lake, Illinois 60046 Attention: Village Administrator

- B. DEVELOPER at:
- 20. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the part	ies hereto have set their hands and seals on the date
first above written.	
	VILLAGE OF THIRD LAKE, an Illinois municipal corporation,
	By: President
ATTEST:	
Village Clerk	
	By:

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 Donna Golchert, President of the Village of Third Lake, and Patricia Beggan, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN u	inder my hand	and Notarial Seal thi	s day of	, 2001.	
			Notary Publ	ic	<u> </u>

STATE OF)
) SS. ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that, of, whose name is subscribed to the foregoing instrument as such
of said limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this day of, 2001.
Notary Public

#### EXHIBIT "A"

#### EXHIBIT "B"

# EXHIBIT "C" COST ESTIMATE OF IMPROVEMENTS

STATE OF ILLINOIS ) ss. COUNTY OF LAKE )

I, Patricia Beggan, do hereby certify that I am the duly appointed, qualified and acting Village Clerk of the Village of Third Lake, Lake County, Illinois, and keeper of the records and seal of said Village, and that the attached and foregoing Ordinance is a true and correct copy of said Ordinance entitled:

#### ORDINANCE NO. 01-08-01

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, GRANTING CERTAIN VARIATIONS AND APPROVING A FINAL PLAT OF SUBDIVISION – WATERSTONE PLACE – APPROXIMATELY 23.93 ACRES WEST SIDE OF U.S. ROUTE 45, NORTH OF WASHINGTON

BOARD OF TRUSTEES OF THE VILLAGE OF THIRD LAKE This 27<sup>th</sup>. Day of August, 2001

In Witness Whereof, I have hereunto set my hand and caused to be affixed the Corporate Seal of the Village of Third Lake, Lake County, Illinois.

Done at Third Lake, Illinois this 27th. Day of August, A.D. 2001.

(SEAL)

Patricia Beggan
Village Clerk