

Agenda Item #

23

DISTRIBUTION

County Board  
County Clerk  
County Administrator  
Public Works

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE A.D., 2008 SESSION

JUNE 10, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee present herewith a Resolution authorizing execution of a Second Amendment to the Sewer Agreement with Harbor Ridge Utilities, Inc. and the Antioch Golf Club Community Association; and request its adoption.

Respectfully submitted,

Deanna O'Kelly      Aye    Nay ✓  
CHAIR      Frank B. C... ✓

VICE CHAIR

Michael A. Albett ✓  
Terese Douglas ✓

\_\_\_\_\_  
PUBLIC WORKS AND TRANSPORTATION  
COMMITTEE

## RESOLUTION

WHEREAS, the County of Lake and Harbor Ridge Utilities, Inc. and Antioch Golf Club Community Association ("Association") have previously entered into an agreement, and first amended agreement, that establishes a distinct service area for the provision of sanitary sewer services; and

WHEREAS, Harbor Ridge Utilities, Inc. has requested that the County expand its service area to provide sanitary sewer service to the proposed 2.85 acres retail development to be constructed on the northeast corner of State Highway 59 and Grass Lake Road; and

WHEREAS, a Second Amendment to the Agreement has been prepared that sets forth the rights, responsibilities and obligations of each party; and

WHEREAS, execution of a Second Amendment to the original Agreement and First Amended Agreement must be authorized by Resolution of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Second Amendment to November 11, 1980 Agreement is approved, and the Chair of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute the attached Second Amendment to November 11, 1980 Agreement with Harbor Ridge Utilities, Inc. and the Antioch Golf Club Community Association.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of June, A.D., 2008.

**SECOND AMENDMENT TO  
NOVEMBER 11, 1980 AGREEMENT  
BY AND BETWEEN  
HARBOR RIDGE UTILITIES, INC.,  
ANTIOCH GOLF CLUB COMMUNITY ASSOCIATION  
AND COUNTY OF LAKE**

This Second Amendment to November 11, 1980 agreement is entered into this \_\_\_\_ day of June, 2008 by and between Harbor Ridge Utilities, Inc., ("Utility"), Antioch Golf Club Community Association ("Association"), as a successor in interest to Thomas Santino, Developer of the Harbor ridge Subdivision ("Developer"), and the County of Lake, Illinois ("County") [hereinafter referred to as "Original Agreement"].

WHEREAS, on November 11, 1980, the Utility, Developer, and County entered into the Original Agreement whereby Developer obligated itself to construct and pay for, and Utility obligated itself to operate and maintain, a sanitary sewage collection system, pumping stations, and any and all other system facilities required to convey sanitary sewage from the Harbor Ridge Subdivision to the County's Northwest sanitary interceptor sewer (the "Agreement"); and

WHEREAS, pursuant to the Original Agreement the County agreed to accept, transmit and provide treatment to residential and commercial class users within the Harbor ridge Subdivision served by the Utility at the County's standard rates and connection fees, as amended from time to time, and;

WHEREAS, the Association acknowledges that it is the successor in interest to Developer, for all purposes related to the Original Agreement, and;

WHEREAS, by a Resolution dated May 11, 2004 this County Board did approve a First Amendment to the Original Agreement, by which the Utility and Association requested consent from the County to expand its service area beyond the boundaries of the Harbor Ridge Subdivision and to provide a sewer connection and collect sewage from the Faith Evangelical Lutheran Church (the "Church") which was constructed on the northeast corner of State Highway 59 and Grass Lake Road, for conveyance to the County's Northwest sanitary interceptor sewer, and;

WHEREAS, the Utility and Association, pursuant to an agreement with Next Antioch, LLC ("Developer II"), have requested consent from the County to expand the service beyond the boundaries of the Harbor Ridge subdivision (the Original Agreement) and the Church property (the First Amendment) to include a 2.85 acres proposed retail development, consisting of approximately 15,000 – 20,000 square feet of retail space, located at the northeast corner of State Highway 59 and Grass Lake Road (said development parcel(s) as legally described on attached Exhibit 1, and as depicted on attached Exhibit C), for conveyance to the County's northwest sanitary interceptor sewer; and

WHEREAS, the Utility has the ability and capacity in its sewage collection system to convey the sanitary sewage from the proposed 2.85 acres retail development and proposed extension of sanitary sewer line to the County's interceptor and the County has sufficient capacity to transmit and treat the sewage to be generated by the proposed retail development, and;

WHEREAS, the parties agree that the County will not be responsible for any costs associated with extending sanitary sewer to the proposed 2.85 acres retail development or for the operation and maintenance of any such sanitary sewer lines and the parties agree and understand that Developer II, or its successors or assigns, will be responsible for paying all standard County service and connection fees, as may be amended from time to time.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, it is hereby agreed as follows;

Section 1. Section 3 of the Original Agreement, and First Amendment, is hereby amended in its entirety, so that said new Section 3 shall be and read as follows:

3. Utility shall, at its costs and expense, properly convey the sanitary sewage from Harbor ridge Subdivision and the Church property and the additional 2.85 acres parcel depicted on Exhibit C attached hereto (the "Expanded Service Area"), to connection points mutually acceptable to the County and utility for transmission and treatment. The extent of service to be provided by the Utility and the County to Expanded Service Area, however, shall be limited to providing such service as may be required to serve a retail development consisting of approximately 15,000 – 20,000 square feet of floor

area, and which service shall not exceed a total population equivalent of 20 P.E. Developer II, or Utility, will install and pay for water meters for the Expanded Service Area. Utility shall operate and maintain, with respect to the Expanded Service Area, water meters at its sole expense from which the charges in paragraph 1 will be computed. Such meters shall, at all times, be subject to applicable A.W.W.A. standards for operation, maintenance, and accuracy.

Section 2. Section 5 of the Original Agreement, and First Amendment, is hereby amended so that the following language is added to the end of Section 5 of the Agreement:

5. With respect to the Expanded Service Area, Utility or Developer II shall, upon execution of this Second Amendment, or as soon thereafter as same is available, submit to the County a copy of the engineering drawings showing the existing collection system and other facilities in the Utility's system connected to the designated connection points for transmission to the regional wastewater treatment plant and otherwise needed to collect and convey the sanitary sewer to the designated connection points including pumping stations.

Section 3. Section 6 of the Original Agreement, and First Amendment, is hereby amended so that the following language is added to the end of Section 6:

6. With respect to the Expanded Service Area, as detailed plans are prepared for sewage facilities proposed to be constructed for sanitary sewage service in the unincorporated areas, the Utility or 2.85 acres retail development shall submit copies thereof, along with required permit applications to the governmental agencies having jurisdiction over such proposed construction, for review and approval through the County. Said approval will not be unduly withheld and the County will use its best efforts to complete the permit application review process within 30 days.

Section 4. Section 9 of the Original Agreement, and First Amendment, is hereby amended so that the following language is added to the end of Section 9:

9. With respect to the Expanded Service Area, Utility or Developer II shall bear all construction costs of being connected to the County's wastewater treatment facilities and said connection

shall be subject to the supervision, inspection and approval of the County's engineer. The cost paid by the Utility or Developer II shall not include any administrative cost incurred by the County.

Section 5. Section 13 of the Original Agreement, and First Amendment, is hereby amended so that the following language shall be added to the end of Section 13.

13. Notwithstanding anything to the contrary herein, with respect to the Expanded Service Area, Developer II, or its successors or assigns, shall be responsible for paying to the County a connection fee equal to the County's standard connection fee in effect at the time of building permit application to obtain any county development approvals or permits required for construction of the proposed 2.85 acres retail development on the site, including any conditional use permit, rezoning, or building permit that may be otherwise required.

Section 6. Section 14 of the Original Agreement, and First Amendment, is hereby amended in its entirety, so that the new Section 14 shall appear after be and read as follows:

14. Any notice to be given to any party by the other shall be sent by registered or certified mail to the addresses shown below, which addresses may be changed by either party by giving proper written notice to the other as provided herein:

Lake County Public Works Department  
Attention: Superintendent  
650 Winchester Road  
Libertyville, IL 60048

Harbor Ridge Utilities, Inc.  
Attention: James Camaren  
2335 Sanders Road  
Northbrook, IL 60062

Antioch Golf Community Association  
Attention: John Wrigley  
24976 Palmer Court  
Antioch, IL 60002

Section 7. Except as amended and modified herein, the Original Agreement, and First Amendment, shall remain in full force and effect.

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

COUNTY OF LAKE

\_\_\_\_\_  
Chair, Lake County Board

Attest: \_\_\_\_\_  
Lake County Clerk

HARBOR RIDGE UTILITIES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

ANTIOCH GOLF CLUB COMMUNITY  
ASSOCIATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

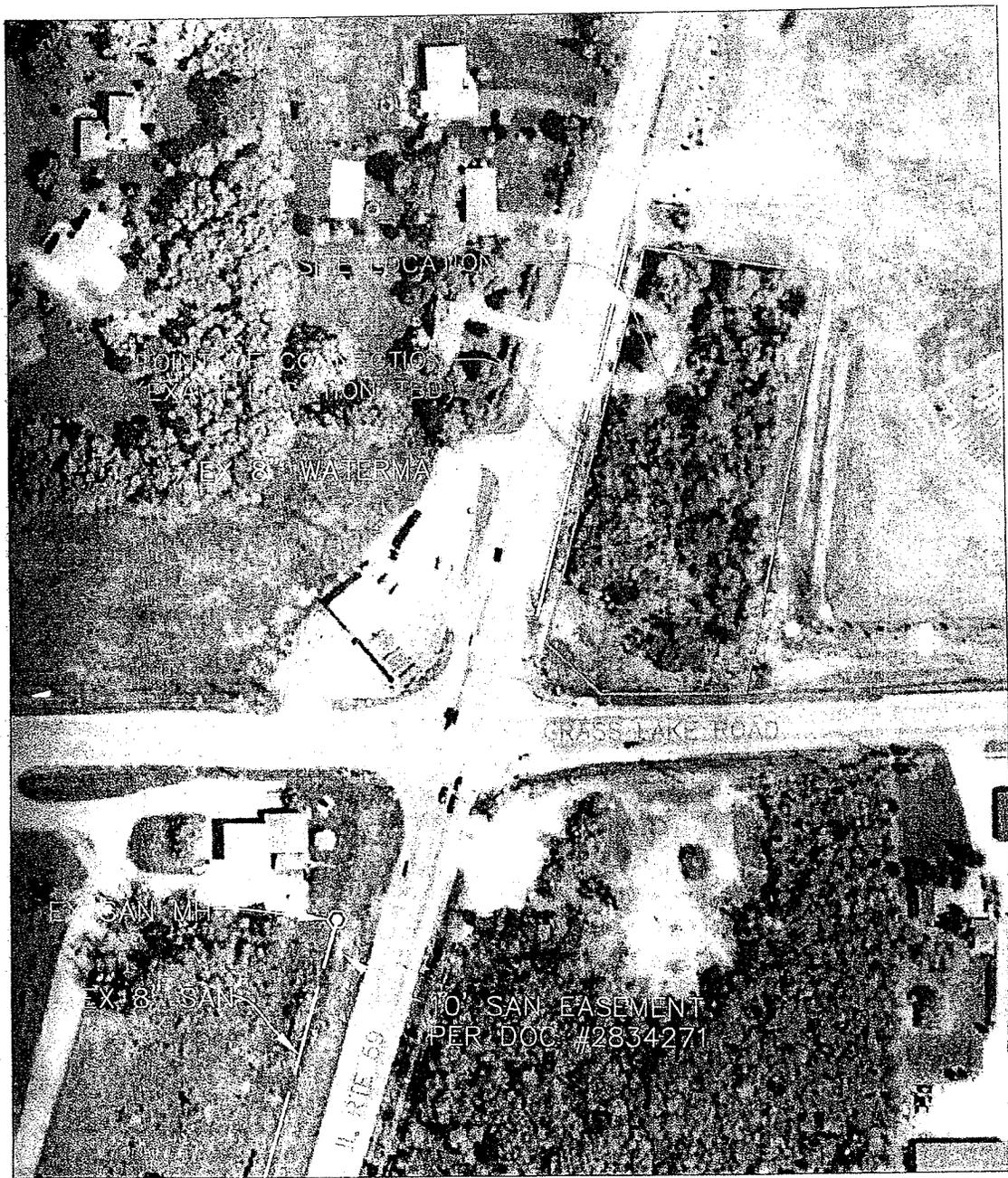
EXHIBIT 1 – PAGE 1

PARCEL 1: THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, SAID LINE ALSO BEING THE CENTER OF STATE AID ROUTE 18, GRASS LAKE ROAD, AS DEDICATED BY DOCUMENT 391731, A DISTANCE OF 181.5 FEET, TO THE CENTER LINE OF STATE BOND ISSUE ROUTE 59, AS DEDICATED BY DOCUMENT 304457, RECORDED AUGUST 26, 1927; THENCE CONTINUING EAST ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE, ALONG THE CENTER LINE OF GRASS LAKE ROAD, AS DEDICATED BY DOCUMENT 408448, RECORDED JANUARY 17, 1935, A DISTANCE OF 283.00 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 59, A DISTANCE OF 40.50 FEET, TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE, 299.20 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE CENTER LINE OF GRASS LAKE ROAD, 201.56 FEET; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ROUTE 59, AS DEDICATED AND OCCUPIED, 274.85 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE 106 DEGREES 37 MINUTES, AN ARC DISTANCE OF 46.52 FEET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF GRASS LAKE ROAD, AS DEDICATED AND OCCUPIED, 209.40 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF THE LAND HEREIN TAKEN FOR ROAD PURPOSES BY THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, IN CASE NO. 98 ED 5) IN LAKE COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN PEDER TOFT'S FIRST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1968, AS DOCUMENT 988019, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: A STRIP OF LAND 50 FEET WIDE AS MEASURED ALONG THE CENTER LINE OF GRASS LAKE ROAD LYING EASTERLY AND ADJACENT TO THE EAST LINE OF LOT 1 IN PEDER TOFT'S FIRST SUBDIVISION, A PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LYING EASTERLY AND ADJACENT TO THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE EAST ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 181.5 FEET TO A POINT IN THE CENTER OF STATE BOND ISSUE ROUTE 59; SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST ON A PROLONGATION OF LAST DESCRIBED COURSE WHICH IS ALSO THE CENTER OF STATE AID ROUTE 18, FOR A DISTANCE OF 283.0 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 99 DEGREES 0 DEGREES WITH THE LAST DESCRIBED COURSE, MEASURED FROM THE WEST TO THE NORTH, FOR A DISTANCE OF 339.7 FEET; THENCE WEST PARALLEL WITH THE CENTER OF S.A. ROUTE 18, 236.0 FEET TO THE CENTER OF STATE BOND ISSUE ROUTE 59, 350.1 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**(COMMONLY KNOWN AS THE NORTHEAST CORNER OF ROUTE 59 AND GRASS LAKE ROAD, ANTIOCH TOWNSHIP, LAKE COUNTY, ILLINOIS; CONSISTING OF APPROXIMATELY 2.8 ACRES)**



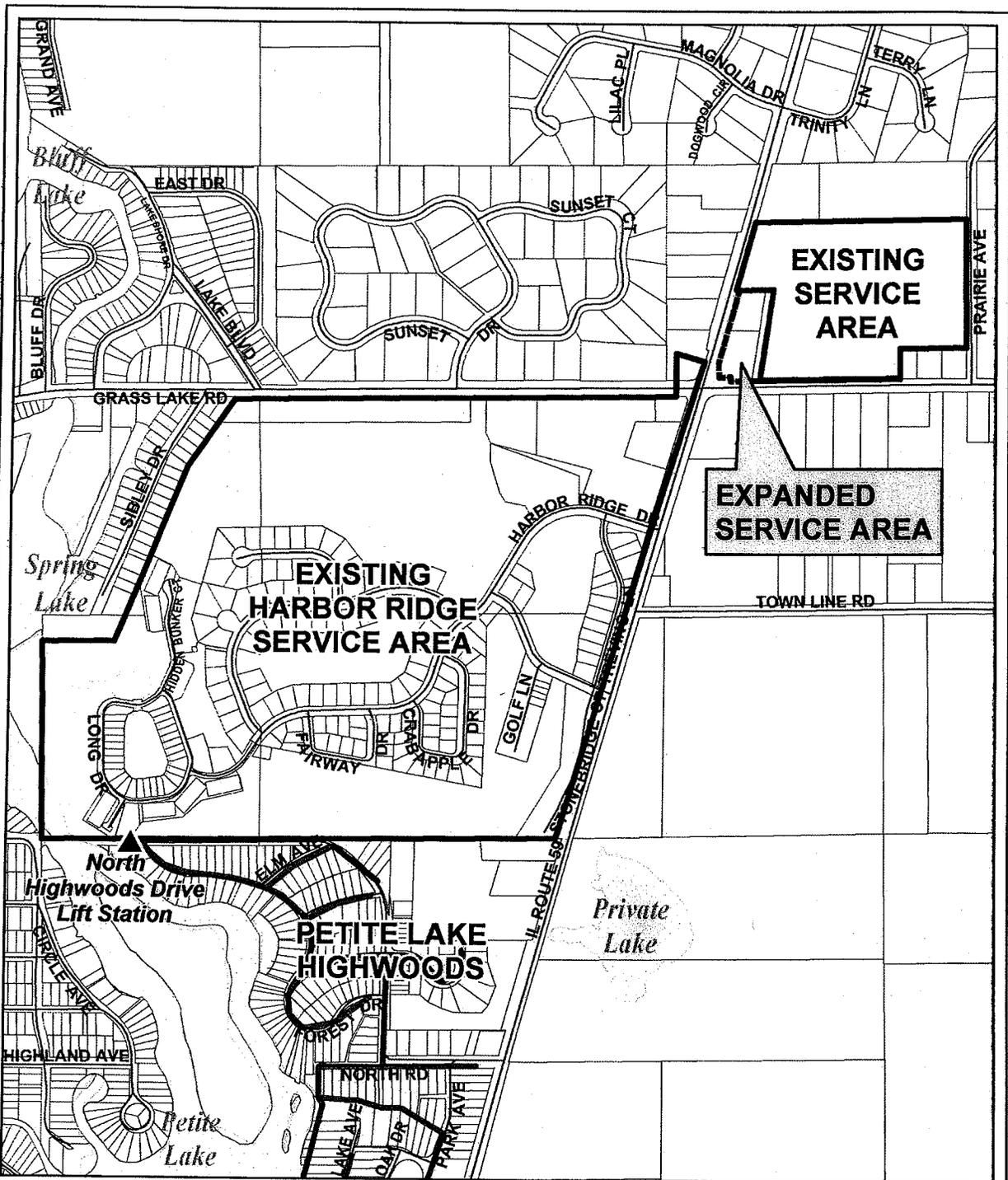
**Manhard**  
CONSULTING

800 Woodlands Parkway, Vernon Hills, IL 60061 | tel: (847) 634-5550 | fax: (847) 634-0055 | www.manhard.com  
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers  
Construction Managers - Environmental Scientists - Landscape Architects - Planners

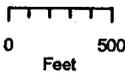
Next Antioch, LLC  
Village of Antioch, Illinois  
Utility Connection Exhibit

PROJ. MGR.: SW  
DRAWN BY: BS  
DATE: 9-13-07  
SCALE: 1" = 150'

SHEET  
**EXHIBIT 1-**  
NXTLC PAGE 2 6889



**Lake County**  
 Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 (847) 377-7500  
 (847) 377-7173 FAX



## Exhibit C Harbor Ridge Sewer Service Area

FEBRUARY 2008