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Cook County Recorder 205.50

CERTIFICATE OF VILLAGE CLERK
OF THE VILLAGE OF BARRINGTON,
COOK AND LAKE COUNTIES, ILLINOIS

I, CAROL J. SMITH, the Village Clerk of the Village of Barrington, in Cook and Lake Counties and the State of Illinois, am the keeper of the official records and corporate seal of said Village, and I do hereby certify that the copy of the Ordinance attached hereto and made a part hereof is a true and correct copy of the original Ordinance hereinafter described which copy was taken from and carefully compared with the original Ordinance entitled:

AN ORDINANCE APPROVING ANNEXATION
AGREEMENT AND DIRECTING EXECUTION
THEREOF BY THE PRESIDENT AND CLERK OF
THE VILLAGE OF BARRINGTON (Hillside
Farms PC 99-15)
Ordinance No. 00-2841



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which was passed by the Board of Trustees of said Village at a duly called regular meeting held in the Village of Barrington on the 14th day of February, 2000 and deposited and filed in the Office of the Clerk of said Village on March 23, 2000 and duly approved by the President.

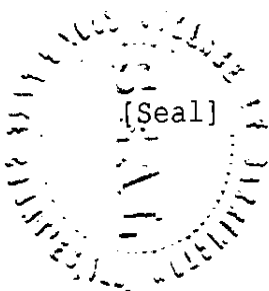
I further certify that a quorum was present at said meeting and said Ordinance was passed on a roll call vote taken by yeas and nays and entered into the records as required by law.

I further certify that the original of said Ordinance is in the records of said Village on file in my office for safekeeping.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Village this 4th day of May, 2000.

Carol J. Smith

Carol J. Smith
Village Clerk, Village of Barrington



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VILLAGE OF BARRINGTON

ORDINANCE NO. 00-2841

AN ORDINANCE APPROVING ANNEXATION AGREEMENT AND DIRECTING
EXECUTION THEREOF BY THE PRESIDENT AND CLERK OF
THE VILLAGE OF BARRINGTON
(Hillside Farms PC 99-15)

ADOPTED BY THE CORPORATE AUTHORITIES OF THE
VILLAGE OF BARRINGTON THIS 14th DAY OF February, 2000

Published in pamphlet form by authority of the Corporate
Authorities of the Village of Barrington, Illinois, this 23rd
day of March, 2000.

Ordinance No. 00-2841

AN ORDINANCE APPROVING ANNEXATION AGREEMENT AND DIRECTING
EXECUTION THEREOF BY THE PRESIDENT AND CLERK OF
THE VILLAGE OF BARRINGTON
(Hillside Farms PC 99-15)

WHEREAS, there has heretofore been submitted to the Corporate Authorities of the Village of Barrington (the "Village") an amended petition to annex the territory described as follows:

THE EAST 325 FEET OF THE WEST 986 FEET OF THE SOUTH 670.20 FEET OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 23.82 CHAINS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 20.91 CHAINS; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 9.57 CHAINS, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER 19.09 CHAINS TO THE NORTH LINE OF SAID NORTHEAST QUARTER, THENCE WEST ALONG THE SAID NORTH LINE 14.25 CHAINS TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH, ALONG THE WEST LINE TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF THE ABOVE DESCRIBED PREMISES LYING NORTH OF A LINE DRAWN 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6, IN COOK COUNTY, ILLINOIS. (PIN 02-06-200-083) (the "Property").

WHEREAS, there has been submitted to the Corporate Authorities of the Village an Annexation Agreement relating to such Property, pursuant to statute, by and among the Village, American National Bank and Trust Company as Trustee under Trust Number 52977 dated June 16, 1981 owner of the Property, Thomas J. Cavanagh and Ann F. Cavanagh owners of the beneficial interest in the aforesaid trust and Great Haven, Inc., an Illinois corporation as contract purchaser and as the proposed developer of the Property.

WHEREAS, proper and due notice of the public hearing to be held on such Annexation Agreement has been given and such public hearing was held by the Corporate Authorities; and

WHEREAS, it is determined to be in the best interests of the Village to approve such Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois as follows that:

SECTION 1: The Corporate Authorities of the Village of Barrington hereby find that the statements in the preamble to this Ordinance are true and correct, and incorporate the same herein the same as if each had been set forth in its entirety in the body of this Ordinance.

SECTION 2: The aforesaid Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved.

SECTION 3: If on or before April 30, 2000, a copy of the Annexation Agreement (Exhibit A) fully and correctly executed by all the parties thereto, except the Village, is delivered to the Village, then, and only in such event, the President and Clerk of this Village are hereby authorized and directed to execute and deliver a copy of such Annexation Agreement signed on behalf of this Village to the other parties thereto. If on or before April 30, 2000, a fully and correctly executed copy of the Annexation Agreement (Exhibit A) is not delivered to the Village then the approval thereof and the authority of the President and Clerk to execute and deliver a signed copy thereof shall be null and void and of no force or effect whatsoever.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 5: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

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PASSED THIS 14th DAY OF Feb., 2000 BY ROLL CALL VOTE AS FOLLOWS:

AYES: Schmidt, Conners, Dym, Dorch, Bodstrator, Hamelberg

NAYS: None

ABSENT: Fremmeyer

ABSTAIN: None

APPROVED THIS 14th DAY OF Feb., 2000

Ronald M. Hamelberg

Ronald M. Hamelberg
Village President

ATTESTED AND FILED THIS 14th
DAY OF Feb., 2000.

Carol J. Smith
Village Clerk

Published in Pamphlet Form the 13rd Day of March, 2000.

...\\EMS\\Barringt\\HillsideFarm\\AprvAAgr.Ord: February 14, 2000

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EXHIBIT "A" TO
AN ORDINANCE APPROVING ANNEXATION AGREEMENT AND DIRECTING
EXECUTION THEREOF BY THE PRESIDENT AND CLERK OF
THE VILLAGE OF BARRINGTON
(Hillside Farms PC 99-15)

ANNEXATION AGREEMENT

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HILLSIDE FARMS - ANNEXATION AGREEMENT

(Hillside Farms Residential Planned Development)

Prepared by:

Robert C. Kenny
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street - Suite 1910
Chicago, Illinois 60601
(312) 332-0200

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CONSENT OF LENDER

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EXHIBIT LIST

- EXHIBIT A: Preliminary Plat prepared by Greenguard & Associates, Inc. dated December 2, 1999 (1 sheet)
- EXHIBIT B: Preliminary Engineering Plan prepared by Greenguard & Associates, Inc. dated December 2, 1999 (2 sheets)
- EXHIBIT C: Recordable Certificate Evidencing Occurrence Express Conditions (1 page)
- EXHIBIT D: Tree Inventory Preservation Plan, prepared by James Michael, Inc. dated November 29, 1999 (1 sheet)
- EXHIBIT E: Preliminary Landscape Plan prepared by James Michael, Inc. dated November 29, 1999 (2 sheets)
- EXHIBIT F: Public Improvement Receipt Agreement (9 pages including exhibits)
- EXHIBIT G: Utility Easement from Angela Richter, 130 Grace Lane, Barrington, IL. (13 pages including notary page)
- EXHIBIT H: Intergovernmental Agreement between the Village and Palatine Township (7 pages)
- EXHIBIT I: Village of Barrington Public Works Department Contractors Insurance Requirements.

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HILLSIDE FARMS - ANNEXATION AGREEMENT

(Re: Hillside Farms Residential Planned Development)

This Agreement made and entered into effective as of the 14th day of February, 2000 (the "Effective Date") by and between the Village of Barrington, a municipal corporation of the Counties of Cook and Lake, in the State of Illinois, (hereinafter referred to as the "Village"); American National Bank & Trust Company, as Trustee under Trust Number 52977, dated June 16, 1981, owner of the Property, (hereinafter referred to as "Owner"); Thomas J. Cavanagh and Anne F. Cavanagh, the sole beneficiaries of said trust (hereinafter collectively referred to as the "Beneficiary"), and Great Haven, Inc., an Illinois corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, American National Bank & Trust Company, as Trustee under Trust Number 52977 and dated June 16, 1981, is the owner of record of the following described unincorporated land (hereinafter referred to as the "Property") legally described as follows:

The east 325 feet of the west 986 feet of the south 670.20 feet of that part of the northeast quarter of Section 6, Township 42 North, Range 10, east of the third principal meridian described as follows: beginning at the southwest corner of said northeast quarter; thence east along the south line of said northeast quarter 23.82 chains; thence north parallel with the west line of said northeast quarter 20.91 chains; thence west parallel with the south line of said northeast quarter 9.57 chains; thence north parallel with the west line of said northeast quarter 19.09 chains to the north line of said northeast quarter; thence west along the said north line 14.25 chains to the west line of said northeast quarter; thence south along the west line to the place of

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beginning, except that part of the above described premises lying north of a line drawn 50 feet south of and parallel to the north line of section 6, in Cook County, Illinois. (PIN # 02-06-200-083-0000).

WHEREAS, Thomas J. Cavanagh and Anne F. Cavanagh are the sole owners of the beneficial interest of the aforesaid Trust No. 52977; and

WHEREAS, Developer has a contract to purchase the Property; and

WHEREAS, Developer intends to develop the Property pursuant to the terms of this Agreement; and

WHEREAS, the Developer, Beneficiary and Owner have filed an amended Petition with the Village requesting that the Property be annexed to the Village, that a special use in the nature of a residential planned development be granted for the Property and that the Property be classified upon annexation as part of the R-5 Single-Family District under the Zoning Ordinance of the Village, subject to the aforesaid special use; and

WHEREAS, the Developer proposes to develop the Property subject to a special use for the Residential Planned Development within the R-5 Single-Family District under the Zoning Ordinance of the Village of Barrington, as amended, in accordance with the terms and provisions of this Agreement and with the Preliminary Plat prepared by Charles W. Greengard Associates, Inc. last revised on December 2, 1999, and the Preliminary Engineering Plan prepared by Charles W. Greengard Associates, Inc. last revised on December 2, 1999, which drawings are attached hereto and expressly made part hereof as Exhibits A and B, respectively and in accordance with such other plans, specifications, and final engineering that may be approved by the Village from time to time; and

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WHEREAS, the development of the Property shall be subject to a Special Use for a Residential Planned Development within the R-5 Single-Family District, and shall be developed in accordance with the terms of this Agreement and the other plans and specifications herein referred to as Exhibits A, B, D & E, and the Property as it goes through the process (or any part of the process) of transformation from its existing state of improvement to the Residential Planned Development as herein provided (hereinafter sometimes referred to as the "Development"); and

WHEREAS, the Developer has prepared and timely served all notices as required under the Illinois Statutes for a voluntary annexation including, but not limited to, notices to each of the Trustees of the Barrington Countryside Fire Protection District and to each of the officials in Palatine Township who are required to be served; and

WHEREAS, the Corporate Authorities of the Village have considered the proposed annexation of the Property and have duly fixed a time for and held a public hearing relative to this Annexation Agreement, all upon such notices and related procedures as are required by the ordinances of the Village and the laws of the State of Illinois; and

WHEREAS, the aforesaid petition for a special use in the nature of a Residential Planned Development and for a reclassification of the Property to the R-5 Single-Family District under the Zoning Ordinance was referred to the Plan Commission of the Village and said Plan Commission held a public hearing on December 14, 1999, after due publication and notice, as are required by ordinances of the Village and by the laws of the State of Illinois, and has filed with the Board of Trustees of the Village its favorable recommendations for the approval of said petition, all pursuant to law; and

WHEREAS, the Corporate Authorities find that the development of the Property within the Village as part of a Residential Planned Development in the R-5 Single-Family District in

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accordance herewith would better utilize and preserve the topographic and natural character of the site and would produce a development in conformity with the general character of the Village, while encouraging the conservation of significant natural features, all of which is consistent with the purpose and intent of the Zoning Ordinance as amended, and of the Official Comprehensive Plan of the Village, as amended.

NOW THEREFORE, in consideration of the mutual promises contained herein the Village, the Owner, the Developer and the Beneficiary agree as follows:

I. Annexation Subject to the occurrence on or before April 30, 2000, of each of the express conditions set forth in this Article I, as Paragraphs (A), (B), (C), (D), (E) and (F) hereof, the Owner and Developer agree that the Property shall be annexed to the Village of Barrington, of Cook and Lake Counties, in the State of Illinois:

- (A) The receipt by the Village of evidence as hereinafter provided that the Developer has caused notice of a hearing on a proposed Annexation Agreement to be timely served upon each of the members of the public bodies required to be served. The aforesaid evidence shall be in the form of an affidavit(s) in recordable form that service of notice has been had as required in Chapter 65 ILCS 5/7-1-1 or in such other form as the Village in its sole discretion determine has satisfied the legal requirements for proof of notice; and
- (B) The receipt by the Village of an Annexation Agreement in the form approved by the Village and properly executed by all of the parties thereto; and

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- (C) The receipt by the Village of proof satisfactory to it that the title to the territory to be annexed has been acquired and is owned in fee simple by Great Haven, Inc. designated the Developer in the Annexation Agreement, its designee, successor or assignee; and
- (D) The receipt by the Village of all payments and fees if any, required to be made at such time; and
- (E) A properly executed Grant of Easement from Angelina A. Richter granting an easement to the Village for a sanitary sewer system and for a potable water distribution system substantially in the form of Exhibit G to this Annexation Agreement; and
- (F) The making, execution and delivery of an Intergovernmental Cooperation Agreement between the Village and Palatine Township or other legally binding instrument which provides the Village with rights sufficient to install, maintain and operate its sanitary sewer and potable water distribution systems in rights-of-ways and/or territory under Palatine Township's jurisdiction substantially as illustrated on Exhibit H in this Annexation Agreement or as otherwise modified to the mutual satisfaction of the Village and Township.

If, by April 30, 2000, all of the express conditions to annexation hereinabove set forth have not occurred, then this Agreement shall become null and void, and of no further force and effect, and in such event, the following shall be applicable:

- (1) The Property shall not be annexed by the Village pursuant to this Agreement.
- (2) The Village shall have no obligation to provide any of the benefits or perform any of its obligations hereunder, including but not limited to annexation of the

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Property, rezoning of the Property, approval of a plat of subdivision, acceptance of a grant of easement from Angelina A. Richter, or entry into an Intergovernmental Agreement with Palatine Township for use of township rights of way for Village sewer and water mains. Further neither the Owner, Developer nor the Beneficiary, or any of their successors or assigns shall have or acquire any rights whatsoever, vested or otherwise, including but not limited to have the Property annexed to the Village, reclassified to the R-5 residential zoning district subject to a residential planned unit development and/or subdivided;

- (3) Neither the Owner, Developer, Beneficiary or any combination of the foregoing parties shall have any right pursuant to this Agreement or otherwise to compel the Village to perform any of its obligations hereunder or to provide any benefits, nor to seek specific performance, damages, reimbursement or return of any of its costs, fees or expenses of any kind whatsoever, including but not limited to attorneys fees, or to seek any other right or remedy whatsoever.
- (4) The Village shall have the full right and authority to execute and record an instrument which provides in substance that all of the express conditions hereinabove specified did not occur within the time specified and accordingly, the Annexation Agreement is null and void and of no further force or effect and the annexation ordinance and the rezoning and residential planned development ordinance (special use) hereinabove described are both null and void and of no force and effect whatsoever.

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If all of the express conditions hereinabove set forth in Article I, paragraphs (A), (B), (C), (D), (E) and (F) do occur within the time specified (i.e. on or before April 30, 2000), then the following shall be applicable:

After the time of the last to occur of each of the aforesaid express conditions the Village shall cause to be recorded an instrument substantially in the form of the Certificate attached hereto as Exhibit C, signed by the Village Manager, Acting Village Manager or Assistant Village Manager which certifies that each of the aforesaid express conditions has occurred on or before April 30, 2000.

For purposes of determining the effective date of the Annexation Ordinance and the annexation of the Property, and for purposes of determining the effective date of the rezoning and residential planned development ordinance (special use) hereinafter described, each of the express conditions set forth in Article I paragraphs (A), (B), (C), (D), (E) and (F), shall be deemed satisfied on the date of recordation of an instrument signed by the Village Manager, Acting Village Manager, or Assistant Village Manager, which certifies that each of the express conditions hereinabove set forth has occurred on or before April 30, 2000. If each of the express conditions has occurred on or before April 30, 2000, the Village Manager, Acting Village Manager or Assistant Village Manager is hereby authorized and directed to execute and record a Certificate substantially in the form of Exhibit C attached hereto after the time of the last to occur of all of the aforesaid express conditions.

II. **Zoning.** Subject to the occurrence on or before April 30, 2000, of each of the express conditions set forth in Article I paragraphs (A), (B), (C), (D), (E) and (F), immediately upon annexation of the Property, the Village agrees to take such actions as may be necessary to rezone and reclassify the Property upon annexation, as part of the R-5 Residential Zoning District,

as set forth in the Zoning Ordinance of this Village, as amended, subject to a special use for a Residential Planned Development, said special use for a Residential Planned Development conforming to the extent appropriate, with the terms and conditions of this Agreement.

III. **Special Use Permit.** A special use permit shall be granted by the Village to the Developer to develop and use the Property as a Residential Planned Development, consisting of not more than eight (8) detached single-family lots in conformity with Exhibit A. The special use as and for a Residential Planned Development to be granted shall be subject to the conditions and restrictions of this Agreement which shall be binding upon the Developer, its respective heirs, successors and assigns, including but not limited to, any entity acquiring a financial interest in the Property and/or the Development and shall run with the title to the Property.

IV. **Preliminary Plan.** Subject to the terms and conditions of this Agreement, the Developer agrees to develop the Property in substantial compliance with Exhibits A, B, D & E.

V. **Effect of Existing Ordinances.** To the extent that the Developer does so comply with this Agreement and the exhibits made a part hereof and to the extent that there is any conflict between said Agreement and Exhibits with the conditions, terms or requirements of the ordinances of this Village as they exist on the Effective Date of this Agreement, the Village agrees to waive the strict application of such ordinances, and this Agreement and Exhibits shall control. Except as set forth herein, the Developer shall comply in all other respects with the conditions and requirements of all applicable ordinances of the Village as they may exist from time to time, including but not limited to obtaining all required permits and the payment of all fees in connection with the issuance of such permits.

VI. Land Use. The only use that may be established on each lot is one detached, single-family dwelling, excluding trailers, mobile homes and prefabricated package homes. The Developer agrees that each lot shall have an area that is not less than 20,000 square feet.

No lot shall be divided or subdivided, and no part less than the whole thereof may be conveyed except to the owner of contiguous property, and after any such division of a lot, the portion not conveyed shall not thereafter be used for a single family dwelling. Any portion so conveyed to a contiguous owner shall be an enlargement of the lot of such contiguous owner and such expanded lot shall thereafter be used as only one building site.

No portion of any lot for which a building permit has been issued may thereafter be conveyed to a contiguous owner, unless such permit is revoked or withdrawn, and after the conveyance of any part of a lot to such contiguous owner, no building permit shall be issued for the remainder of such reduced lot.

VII. Water and Sanitary Sewer Service.

(A) Upon annexation of the Property to the Village, the Developer, at its expense, will be permitted to connect to the municipal water main owned and operated by the Village at a location on Hillside Road east of Fairfield Drive and at a location on Old Mill Road, and the Village, at Developer's sole expense will provide a connection to the municipal sewer main owned and operated by the Village in the South Fox Point Subdivision as designated in final engineering plans which shall be submitted to and approved in writing in advance by the Village Manager. The contemplated water main, sanitary sewer and storm sewer connection points are depicted on Exhibit B attached hereto.

(B) In addition, the Village at the Developer's expense, shall construct and install a ten (10") inch water main from the point of connection at the east end of the Fairfield subdivision to the easterly edge of Hillside Farms Subdivision to provide for future development access. The Developer's expense for the work hereinabove described to be performed by the Village or its contractors shall include but not be limited to the costs of all permits and professional fees for designing the water main extension. Preliminary engineering plans shall be submitted to and approved in writing in advance of construction by the Village Manager and in accordance with final engineering plans to be submitted to and approved in writing in advance of construction by the Village Manager. Prior to commencing construction on the water main and sanitary sewer main, the Developer, at no cost to the Village, shall provide to the Village and Palatine Township evidence of insurance naming the Village and Palatine Township as insured parties and provide an indemnity and hold harmless agreement, all pursuant to the terms of Exhibit I. The Developer agrees to permit inspections by Palatine Township and to otherwise comply with all of its requirements in connection with the sewer and water facilities to be installed in any part of the right of way or easement under the jurisdiction of Palatine Township.

(C) Upon annexation of the Property to the Village, the Developer, at its expense, will be permitted to connect to the municipal sanitary sewer at a location in the South Fox Point subdivision, substantially as shown in Exhibit B and in accordance with final engineering plans to be submitted to and approved in writing in advance by the Village Manager. The Developer shall use a pressure connection during initial construction of the ten-inch (10") watermain to an existing watermain in South Fox Point Subdivision.

(D) At the time of initial construction of the Development, the Developer, at its expense, shall install a sanitary sewer system including, but not limited to a 100 GPM, two pump

lift station with eight (8) inch sanitary sewer lines within the Property so as to adequately serve the Development, substantially as shown on Exhibit B and in accordance with final engineering plans to be submitted to and approved in writing in advance by the Village Manager.

(E) At the time of connection, the Village will provide sufficient capacity to provide water and sanitary sewage disposal to serve the Development.

(F) Owner, Developer and Beneficiary hereby acknowledge that neither has or claims and shall not acquire or claim to acquire any right, title or interest of any kind or nature whatsoever in and to any part of the sanitary, storm sewer and/or water facilities to be installed as provided herein (whether or not the same is located on or off the Property) which now or may hereafter become part of the public municipal sanitary, storm sewer and/or water facilities and systems, and that nothing contained herein, shall create any such right. Notwithstanding the foregoing, Developer reserves the right to enforce the recapture rights set forth in this Agreement.

(G) Owner, Developer and Beneficiary further agree to execute and deliver to the Village any Bill of Sale, Deed or other similar instrument of assignment or conveyance in and to any part and all of each of the sanitary, storm sewer and/or water facilities which the Village may request to memorialize the acknowledgement and agreement of the Owner, Developer and Beneficiary as hereinabove set forth.

VIII. Easements.

(A) All the lots in the Development shall be subject to such utility, drainage, access and maintenance easements in favor of the Village as determined by the Village Manager to be reasonably necessary for the development of the Property. All such easements shall be shown on the final plat of subdivision and the Village Attorney prior to execution and recording shall approve the language creating such easements.

(B) Such easements shall provide that, in the event Village personnel or designees enter upon any easements which are for the benefit of the Village for maintenance or similar purposes, the Village shall be responsible only for restoring the grade of and seeding the affected areas.

(C) The Developer shall procure an easements from Angelina A. Richter (herein referred to as "Richter") for the benefit of the Village to allow for the construction and maintenance of a water line and sanitary sewer line from Hillside Farms Subdivision across, under, and through the Richter property to an existing water main and sanitary sewer main in south Fox Point subdivision. Said easement shall be perpetual. The above described easements shall be substantially in the form of the easement set forth as Exhibits G attached hereto, and shall be approved by the Village Attorney prior to execution and recording. The Developer shall pay for all costs associated with the procurement of the above-described easements. The Village shall not incur any expense of any kind or nature whatsoever in conjunction with procurement and/or development of the above described easements and/or improvements in connection therewith. The Village shall make a good faith effort to enter into an Intergovernmental Cooperation Agreement with Palatine Township, substantially in a form of Exhibit H, or as otherwise modified to the mutual satisfaction of the Village and Palatine Township, which permits the construction and maintenance of a water line and sanitary sewer line from Hillside Farms Subdivision across, under, and through Palatine Township right of way to an existing Village water main and sanitary sewer main in South Fox Point subdivision.

(D) The Village agrees that it shall aid in the acquisition of all easements and right-of-way as may be necessary to provide access to public water, storm sewers and sanitary sewer facilities adequate to serve the Property generally as shown on Exhibit B. However such aid

shall not include the Village exercise of its powers of eminent domain. Nothing contained in this Article VIII (D) shall apply however to the Developer's obligation to procure the Richter easement described in Article VIII (C) hereof.

IX. Site Development Restrictions.

(A) In order that the Property shall remain as nearly as practicable in its natural state with respect to its topography and natural resources, all substantial grading and excavation shall be limited to that necessary for roads, foundations, and the development of any sanitary sewer facilities, water facilities and/or storm water control facilities, all as shown on the approved final engineering plans. The Village Manager shall be notified at least two (2) business days in advance of the date of any planned excavation and installation of any foundations so that the Village Manager or his or her designee shall have the opportunity to inspect such excavation and foundation and to consult with the Developer's soil expert to determine the suitability of the soils for the use intended, and to assure that appropriate construction methods are utilized. The Village Manager shall have no duty or obligation to perform such inspections or consultation, but may, if he or she, in his or her sole discretion, deems it appropriate.

(B) The storm water storage facilities described as Outlot "A" on Exhibit A attached hereto shall be owned and maintained by the Hillside Farms Homeowners' Association (hereinafter sometimes referred to as "Homeowners' Association") upon their conveyance to said Homeowners' Association by the Developer in accordance with Article XVI (J) hereof, which entity shall be created by the Developer at its sole expense. If the Developer or the Homeowners' Association fails to adequately maintain said facilities, (including but not limited to the maintenance of such facilities in such a manner that the same are able to operate at their capacity as designed), the Village may, but shall not be obligated to do so. If the Village incurs costs as a

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result thereof, and if such costs are not immediately paid to the Village by the Developer or the Homeowner's Association, the Village may file and record as a lien on the title to each of the lots in said Development, in an amount equal to such costs, which liens may be foreclosed by court action initiated by the Village. In addition to the foregoing remedy, the Village may pursue any other right or remedy provided by law including but not limited to pursuing an action at law against the Developer or the Homeowners' Association and/or the individual owner or owners of record of each such lot as the case may be. The Declaration of Covenants and Restriction of Record, hereinafter referred to, shall create in the Village, the right to do such work, file liens for nonpayment and foreclose thereon in any manner provided for in the Illinois Code of Civil Procedure or other applicable law, and shall include the Village's right to pursue any other right or remedy provided by law including but not limited to pursuing an action at law against the Developer, the Homeowners' Association and/or the individual owner or owners of record of each lot as the case may be. The aforesaid facilities shall be subject to such easements in favor of the Village for the purpose of access to, maintenance of, and preservation of facilities as in the opinion of the Village Manager are reasonably required for the development of the Property. Such easements shall be designated "Village Easements", and shall be further designated for preservation, detention, drainage, access and for maintenance purposes, as appropriate in each case, and such easements are to be kept free of shrubbery, fences and all other structures except as approved by the Village.

(C) Storm water control facilities shall be designed, constructed, and maintained in accordance with the Village's Watershed Development Ordinance, in force and effect from time to time, and shall be improved so as to provide adequate water retention capacity for a 100-year storm and such facilities shall be in general conformity with the preliminary engineering plans

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and specifications attached hereto and made a part hereof as Exhibit B, and also, in conformity with final engineering plans prepared in accordance therewith, which final engineering shall be submitted to and approved in writing in advance by the Village Manager.

(D) The storm sewer system, to the extent located in Village easements or rights-of-way dedicated to and accepted by the Village shall be maintained by the Village following completion by the Developer in accordance with the approved final engineering plans and specifications and acceptance as hereinafter provided.

(E) The Developer and the owner or owners of each respective lot shall be obligated to comply with all applicable provisions of the Village of Barrington Watershed Development Ordinance including, but not limited to, the provisions relating to erosion and sedimentation control contained therein.

The Developer's Erosion Control Plan shall include but shall not be limited to the following:

1. The Developer shall, at its expense, cause the retention pond on the Hillside Farms Subdivision site (previously referred to herein as Outlet "A") to be over excavated at the beginning of the project to allow for sedimentation during construction.
2. The Developer shall, at its expense, cause silt fences to be installed along such borders of the Property as may be directed by the Village Manager.
3. The Developer shall cause periodic inspections of all silt fences to be made and the Developer shall maintain a written record of such inspections.
4. The Developer shall protect all exposed soil with the use of excelsion blanket, temporary seed, mulch or equivalent technique, as soon as possible following disturbance, so as to minimize soil erosion.

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(F) The lowest floor, including the basements of all new residential buildings, shall be in accordance with the Barrington Watershed Development Ordinance as amended from time to time. All construction must conform to State and Federal regulations, including those regulating floodplains and wetlands. Any permit required by any other applicable governmental agencies; including but not limited to the Illinois Environmental Protection Agency, the U. S. Army Corps of Engineers and the Illinois Department of Transportation, Division of Water Resources, shall be obtained prior to the commencement of construction or the issuance by the Village of any permit for the Property. Elevations for the top of any foundations for all residences to be constructed in the Development shall be approved in advance of the Village Manager.

(G) Sump pump drainage from individual residential structures shall be connected underground directly into adjacent storm sewers unless otherwise authorized by the Village Manager or his designee.

(H) Construction traffic shall utilize Hillside Road only for access to the Property. The Developer shall post the signs necessary to route the construction traffic properly.

(I) The subdivision signs shall be located within the ten (10) foot landscape easement area depicted on Lot 1 and 8, as shown on Exhibit B, the Preliminary Engineering Plan attached hereto, and shall be owned and maintained by the Homeowners' Association upon their conveyance to said Homeowners' Association by the Developer in accordance with Article XVI (J) hereof, which entity shall be created by the Developer at its sole expense. If the Homeowner's Association fails to adequately maintain said facility, the Village may, but shall not be obligated to do so. If the Village incurs costs as a result thereof, and if such costs are not immediately paid to the Village by the Developer or the Homeowners' Association, the Village may file and record as a lien on the title to each of the lots in said Development, an amount equal to such costs, which

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liens may be foreclosed by court action initiated by the Village. In addition to the foregoing remedy, the Village may pursue any other right or remedy provided by law including but not limited to pursuing an action at law against the Developer or the Homeowners' Association and/or the individual owner or owners of record of each such lot. The Declaration of Covenants and Restriction of Record, hereinafter referred to, shall create in the Village, the right to do such work, file liens for nonpayment and foreclose thereon in any manner provided for in the Illinois Code of Civil Procedure or other applicable law, and shall include the Village's right to pursue any other right or remedy provided by law including but not limited to pursuing an action at law against the Developer or the Homeowners' Association and/or the individual owner or owners of record of each such lot. The aforesaid facilities shall be subject to such easements in favor of the Village for the purpose of access to, maintenance of, and preservation of facilities as in the opinion of the Village Manager are reasonably required for the development of the Property. Such easements shall be designated "Village Easements" and shall be further designated for preservation, access and for maintenance purposes, as appropriate in each case, and such easements are to be kept free of shrubbery, fences and all other structures except as approved by the Village.

(J) Subject to the provision of Paragraph (K) of this Article IX, building permits may be issued to the Developer only after all public improvements other than roadway asphalt and landscaping have been completed and reasonable access to the lots in question is available.

(K) Developer shall have the right to commence construction on footings and foundations for the proposed single family homes prior to the water main being extended and a hydrant being constructed as shown on the preliminary engineering plans, Exhibit B located east of Haven Drive in the Hillside Road right of way. Said construction shall not commence until

after the Final Plat of Subdivision has been approved by the Village and has been recorded. Framing of said foundations shall not occur until both the gravel road base has been installed on Haven Drive and the fire hydrant to be located east of Haven Drive in the Hillside Road subdivision is operational. All said construction shall be at Developer's sole cost and risk, it being understood and agreed that the Village has and accepts no liability of any kind or nature whatsoever from any source whatsoever. The Developer hereby irrevocably waives for itself and all of its successors and assigns all rights it now has or may hereafter acquire to seek damages of any kind from the Village and all of its elected and appointed officers, officials, employees, and volunteers in the event Developer elects to commence construction as hereinabove provided.

X. Architectural Design. The Developer agrees that it will exercise its architectural approval power as set forth in the covenants and restrictions hereinafter described to assure that all residences constructed will be of an architectural design and exterior appearance harmonious with one another and, in general, with the new residential structures in surrounding neighborhoods. In pursuance of the foregoing, the Developer agrees that all residences shall be approved in advance by the Village Manager in order to insure compliance with the requirements of this provision. No residence may be constructed on a lot if its exterior architectural design duplicates a residence then existing or which is the subject of an application for a building permit and which is or will be located on an adjoining lot or directly across the street from the location of the proposed residence.

XI. Signs and Sales Facilities.

(A) The Developer may erect one temporary double-faced subdivision sales and identification sign on the site, not to exceed one hundred (100) square feet of total surface area per side which shall be placed at the location of the entry sign as shown on the Preliminary

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Engineering Plan attached hereto and expressly made a part hereof as Exhibit B. The design and construction of said temporary sign shall be approved in advance of its installation by the Village Manager. The temporary sign shall be constructed of 10' x 10' MDF sheets or other approved materials attached to 4' x 4' posts. The temporary sign will be painted with lettering depicting the subdivision name, developer's name, contact telephone number and appropriate sales information. Said sign shall be removed from the Property by the Developer upon the first occurrence of any of the following events: (1) the Developer ceases its sales activities, or (2) the second anniversary of the Effective Date of this Agreement. The Developer shall have the right to request extensions from the Village Manager, which extensions will not be unreasonably withheld. Said temporary sign shall be properly maintained.

(B) The Developer may maintain a temporary sale office within the Development provided that it is constructed and located in accordance with a plan approved in writing in advance by the Village Manager and shall be maintained to the reasonable satisfaction of the Village Manager. Said office may be located in a trailer or in a model or residential home. If a trailer is utilized for sales purposes, it shall be removed from the Property within two (2) years from the Effective Date of this Agreement, or when the Developer's initial sales activities terminate, or when the Developer completes its first model home, whichever occurs first. The Developer shall have the right to request extensions from the Village Manager, which extensions will not be unreasonably withheld. Said temporary sales office shall be properly maintained.

XII. INTENTIONALLY OMITTED.

XIII. Covenants and Restriction of Record. The Developer shall record as a part of the Plat of Subdivision the following covenants and restrictions to run with the land as part of a Declaration that establishes the rights and obligations of the Homeowner's Association. The final

form of the Declaration shall be submitted to the Village Attorney and the Village Manager for approval prior to its execution and recording. The provisions which are hereinafter set forth as terms and provisions of this Agreement shall also be included as terms and provisions of the said declaration, but the provisions hereinafter set forth may not include all of the terms and provisions of the declaration.

(A) Each of the 8 permitted single-family dwelling units shall be limited to a maximum height of thirty-five (35) feet, which height shall be measured from the average of the finished lot grade as measured at the front of the building to the mean height level between the eaves and the ridge of the roof.

(B) No building shall be erected or maintained on any lot except a building designed as a dwelling house and equipped for occupancy as a private residence by a single family. After completion of any such dwelling house, accessory buildings may be erected and maintained as appurtenances of and attachments to such dwelling house provided that such structures are permitted by, and are in accordance with, applicable Village ordinances, and the terms and provisions of the Declaration. No more than one such dwelling house shall be permitted on any lot. All garages shall be attached to the residences.

(C) No lot shall hereafter be used for more than one detached, single family residence, excluding trailers or mobile homes, and no more than eight (8) buildable lots will be permitted on the Property. No sheds, storage buildings, tents or other detached temporary or permanent structures other than one single family residence shall be erected on any part of any lot, except as provided in paragraph (B) above.

(D) No lot shall be divided or subdivided, and no part less than the whole thereof may be conveyed except to the owner of contiguous property, and after any such division of a lot, the portion not conveyed shall not thereafter be used for a single family dwelling. Any portion so conveyed to a contiguous owner shall be an enlargement of the lot of such contiguous owner and such expanded lot shall thereafter be used as only one building site.

(E) No portion of any lot for which a building permit has been issued may thereafter be conveyed to a contiguous owner, unless such permit is revoked or withdrawn, and after the conveyance of any part of a lot to such contiguous owner, no building permit shall be issued for the remainder of such reduced lot.

(F) The Homeowners' Association shall be responsible for the care, maintenance, repair, replacement and reconstruction of all common areas including but not limited to the landscape easement on lots 1 and 8 and Outlot A as depicted on Exhibit A and any and all improvements and structures contained within Outlot A, control of erosion, subdivision signage, and outlot landscaping, including but not limited to: the maintaining and mowing of grass and the cutting of weeds within those portions of the dedicated rights-of-way of Haven Drive and of Hillside Road adjacent to the Development, and the replacement of trees, shrubs, vegetation and any other plant material as from time to time needed on Outlot A to maintain the integrity of the subdivision landscape plan. Prior written approval from the Village Manager must be obtained before making any alterations or changes of a permanent nature in such areas. In the event the Homeowners' Association fails to satisfactorily perform any of the aforesaid responsibilities, the Village may, but shall not be obligated, to do so, and the costs thereof may be recorded as a lien on the title to all the lots within the Development, which may be foreclosed by court action initiated by the Village in any manner provided for in the Illinois Code of Civil Procedure or other

applicable law. In addition to the foregoing remedy, the Village may pursue any other remedy or right provided by law including but not limited to pursuing an action at law against the Homeowners' Association and/or the owner or owners of record of such lots.

It is understood and agreed to by the parties hereto that the Developer shall be solely responsible for all obligations described in this Article XIII (F) until a conveyance of said Outlot is made by the Developer to the Homeowners' Association in accordance with Article XVI (J) hereof.

(G) Any portion of any lot which is designated as a drainage or Village easement on the Plat shall be kept free of obstructions to drainage including without limitation shrubbery, fencing and other structures not approved by the Village. Unless otherwise specifically directed by the Village, the respective lot owners shall be responsible for the control of erosion within those portions of any such easements, which is part of their respective premises. In the event a lot owner fails to fulfill such responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to said lot, which may be foreclosed by court action initiated by the Village in any manner provided for in the Illinois Code of Civil Procedure or other applicable law. In addition to the foregoing remedy, the Village may pursue any other remedy or right provided by law including but not limited to pursuing an action at law against the individual owner or owners of record of such lot.

(H) Sump pump drainage from residential structures shall be connected underground directly into adjacent storm sewers.

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(I) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and in an inconspicuous place.

(J) No building shall be erected or maintained on any lots for manufacturing, industrial or business purposes, excepting the use of one lot for a temporary sales office as specified by the Village of Barrington Special Use Ordinance for the Hillside Farms Residential Planned Development.

(K) No lot shall be used for the stabling or keeping of any horses, cattle, swine, goats, sheep, bees or fowl. No above ground swimming pool of any kind shall be constructed or maintained on any lot at any time.

(L) No owner of any lot shall cause or permit any truck, trailer, mobile home, camper, vans, snowmobiles, recreational vehicles, boat or horse carrier, or similar vehicles to be parked or stored on any lot, except, when fully enclosed within a garage located on such lot, and further excepting a period not to exceed six (6) hours within a thirty (30) day period and then for the sole purpose of loading or unloading such vehicle.

(M) Notwithstanding that it may comply with the foregoing restrictions, no dwelling house of any type shall be erected, placed or permitted to remain, and no exterior alteration of any of the foregoing costing more than One Thousand Dollars (\$1,000.00) shall be made to any such dwelling house of any type, and no above ground swimming pool of any kind shall be constructed or maintained on any lot, and no fence or wall of any kind shall be constructed or placed or altered on any lot, unless and until: (1) the plans and specifications for the same have been drawn showing the nature, kind, shape, size, architectural design, materials, location,

proposed landscaping thereof and approximate cost; and (2) such plans and specifications shall have been submitted to and approved in writing by the Developer, or its successors and assigns. In the event that such plans and specifications have not been approved or disapproved in writing by the Developer, its successors, or assigns, within thirty (30) days after the submission of such plans and specifications, or in the event the Developer is not in existence and its successors or assigns cannot be determined, then such plans and specifications shall be submitted to and approved or disapproved by the Board of Directors of the Homeowner's Association. With the exception of fences, a licensed architect shall draw all plans and specifications referred to above.

(N) No dwelling shall be erected or maintained on any lot in the Property unless said dwelling has space for living purposes equal to at least 2,400 square feet for a one-story residence and 2,600 square feet for a two-story residence, exclusive of porches, garages, and basements.

(O) No residence may be constructed on a lot if its exterior architectural design duplicates a residence then constructed or which is the subject of application for a building permit and which is or will be located on an adjoining lot or directly across the street from the location of the proposed residence.

(P) No building shall be erected or maintained on any lot unless it be a residence designed and equipped for occupancy by a single family, provided that after completion of any such residence, accessory buildings may be erected and maintained as appurtenances of and attachments to such residence provided such structures are permitted by and comply with all applicable Village ordinances and the provisions of the Declaration.

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(Q) For the purposes hereof, the lot line adjoining any street shall be the "front line". No building, breezeway or garage shall be erected or maintained nearer such lot lines than the permitted building line as shown on the Plat of Subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to the front line of the lot than the permitted building line or, in the case of corner lots, no nearer than the wall of the residence facing the lot line. At the time of issuance of a building permit for corner sites, the permanent address will be determined by the Village on the building permit, and this permanent address shall determine the front yard of each such corner lot for purposes of application of all other ordinances of the Village.

(R) Following the construction of each single family dwelling, all equipment used in subsequent clearing, excavation or construction, not rubber-tired, shall only, be loaded or unloaded within the boundary lines of such lot. No truck or commercial vehicle shall be permitted upon any lot except when such truck or commercial vehicle is actually delivering or unloading personal property to and from the premises and except any truck or commercial vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the lot or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

(S) All lots made subject to the Declaration shall continue to be subject to these covenants and restrictions contained in this Agreement (subject to amendments adopted by the owners of at least six (6) lots in the Hillside Farms Subdivision and approved by the Village Board) until the end of a twenty (20) year period commencing on Effective Date of this Agreement; and thereafter perpetually unless the owners representing at least six (6) lots in the Hillside Farms Subdivision of

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Barrington shall file in the office of the Recorder of Deeds of Cook County, Illinois, a written statement, signed, approved, and acknowledged by such owner or owners, and their mortgagees, if any, stating that such restrictions, or portions thereof, shall become ineffective, in which event such restrictions, or those specified in such written statement shall become ineffective on the date stated in such written statement.

(T) The said Declaration shall also include the provisions other than that hereinabove set forth which the Village Manager may reasonably require.

(U) The said Declaration shall provide that the Village has no specific legal obligation to enforce any of the provisions of said Declaration.

XIV. Tree Preservation and Landscape.

(A) Introduction. The Village of Barrington, the Developer and the Owner desire to maintain a rural, transitional character of the Property during construction and thereafter. Preservation of existing trees, where possible, and the addition of new landscape plant materials are integral components of Developer's plans for the Property. To carry out those objectives, the Developer will landscape and develop the Property generally in accordance with the Tree Preservation and Planting Plan (Exhibit D) and with the final landscaping plans and specifications to be submitted to and approved by the Village Manager or his designee.

Prior to the commencement of any construction on the Property or the recording of the final plat of subdivision for the Property, final landscaping plans and specifications, and final tree preservation plans and specifications all in compliance with this Ordinance and in compliance with all applicable Village ordinances shall be submitted to and approved in writing in advance by the Village Manager.

(B) Planting of Retention Areas, Drainage Swales, Parkways and Screening

1. All drainage swales and parkways shall be planted by the Developer with grass and/or other appropriate vegetation which will inhibit erosion in accordance with the Final Landscape Plan. Such planting shall be accomplished prior to acceptance by the Village of the required public improvements. All parkway trees shall conform to the Village of Barrington Subdivision Ordinance and shall be in a condition which meets the approval of the Village Manager prior to acceptance by the Village.
2. The landscaping surrounding the retention areas shall be planted with native wetland and prairie plantings in general accordance with and as described on the Final Landscape Plan to be submitted and approved by the Village. The maintenance of the retention area shall be the sole responsibility of the Homeowners Association after the conveyance specified in Article XVI(f). Prior to such conveyance the maintenance of the retention area shall be the sole responsibility of the Developer.

Until a conveyance is made by the Developer as provided herein to the Homeowners' Association, the Developer shall be solely responsible for the planting and maintenance of all retention areas, drainage swales, parkways, parkway trees and easement area (other than upon single family lots as aforesaid).

Thereafter, the Homeowners' Association shall be responsible for the performance of such obligations. In the event the Homeowners' Association fails to fulfill said responsibilities, the Village may fulfill them, but shall not be obligated to do so, and the costs thereof may be recorded as a lien or liens on the title to all the lots

within the Property, which may be foreclosed by court action initiated by the Village in any manner provided for in the Illinois Code of Civil Procedure or other applicable law. In addition to the foregoing remedy, the Village may pursue any other remedy or right provided by law, including but not limited to pursuing an action at law against the owner or owners of record of the lots in the Property for violations of Tree Preservation Area covenants and restrictions.

3. For the purpose of providing screening between the Property and adjacent properties, the Developer, at its sole cost and expense, shall provide and install ten (10) additional trees. Five of the trees shall be planted on or near the eastern property line of the property commonly known as 137 Grace Lane and shall be positioned so that they reside on the Property. The other five trees shall be planted on or near the proposed right of way which is adjacent to the southern property line of the property commonly known as 130 Briar Place. The trees shall be planted so they reside on the Property. Prior to planting, the location of the proposed planting of each of the ten trees shall be submitted to and approved by the Village Manager or his designee. An evergreen species shall be selected and each tree that is planted shall be a minimum of six feet in height. Each of the aforesaid trees shall be planted at the time that the final landscaping is planted on the Property pursuant to the final landscaping plan. The Developer's requirement to replace trees as hereinafter set forth in Article XIV-(C)1 through 3 both inclusive, shall be offset to the extent that such offset is approved by the Village Manager or his designee, taking into consideration any trees provided by the Developer and deemed by the Village Manager or his designee to be in addition to the

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requirements of the Barrington Municipal Code, Subdivision Regulations and Zoning Ordinance.

(C) Tree Preservation.

Exhibit D attached hereto and expressly made a part hereof is the Tree Inventory/Preservation Plan prepared by James Michael, Inc., which depicts a total of nineteen (19) trees numbered 1-19. There are three (3) key trees marked for preservation (Trees 1, 2, and 19). There are an additional two (2) trees marked for preservation (Trees 7, 9). There are fourteen (14) trees marked for removal (Trees 3, 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17 and 18).

1. All Key trees shall be preserved and protected by the Developer in accordance with the Village's Tree Preservation and Management Ordinance and Administrative Manual. Each Key tree shall be guaranteed to the Village for a period of not less than three (3) years following completion and acceptance of all the public and lot improvements. Each Key tree that is damaged, diseased, dying or dead shall be replaced by the Developer within six (6) months after removal. The size of replacement trees will be calculated as follows: More than one tree may replace any Key trees that become damaged, diseased, dying or dead, provided, however, the aggregate diameter of all the new trees shall have a diameter of 1/2" (measured 6" above ground level) for each 1" of diameter (measured 4-1/2" above ground level) that the tree being replaced had. The location, species, and other details of such replacement shall be designated by the Developer subject to approval of the Village Manager.

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For purposes of this Article XIV(C) (including all of the subparagraphs thereunder) the term "final acceptance by the Village" shall mean the date on which all public improvements built by the Developer in conjunction with this project are accepted and conveyed to the Village of Barrington.

2. Trees 7 and 9 shall also be preserved and protected by the Developer in accordance with the Village's Tree Preservation and Management Ordinance and Administrative Manual. Trees 7 and 9 shall be guaranteed to the Village for a period of time which is not less than three (3) years following completion and acceptance of all the public and lot improvements. The location, species, and other details of such replacement shall be designated by the Developer subject to approval of the Village Manager.
3. For a period of one year following final acceptance by the Village, any new tree that becomes damaged, diseased, is dying, or dead will be removed and replaced by the Developer. The Village will survey the new trees every six months during the one-year period to determine which new trees need to be replaced. These trees are to be removed within thirty (30) days after notice from the Village. These trees are then to be replaced by the Developer within ninety (90) days after removal. More than one tree may replace any new trees that become damaged, diseased, dying or dead, provided, however, the aggregate diameter of all of the new trees shall have a diameter of 1" for each 1" of diameter (measured 6" above ground level) that the tree being replaced had.

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(D) Developer Remediation.

At its sole cost, the Developer shall treat or replace any damaged or dead trees ("Developer's Remediation") that result from the occurrence of any failure by the Developer, its agents, contractors, successors or assigns, to comply with any of the provisions of Article XIV, paragraphs (A), (B), (C), and (D) (including all of the subparagraphs thereunder). In addition to the foregoing, and prior to any development related activity on the site, the Developer shall deliver to the Village a letter of credit in the amount of Five Thousand Dollars (\$5,000.00) issued by a financial institution and in a form reasonably acceptable to the Village. The initial letter of credit shall be valid for a period of not less than two (2) years and shall be renewed by the Developer for additional one-year periods until a final certificate of occupancy has been issued by the Village for the last lot for which a building permit has been issued or may be issued. The letter of credit shall be security to insure compliance by the Developer with all of the provisions of the Village Tree Preservation and Management Ordinance as well as the Village's Administrative Manual and all of the provisions of Article XIV, (A), (B), (C) and (D) and all of the subparagraphs thereunder. Whenever the Village Manager determines that any failure to comply as aforesaid has occurred, the Village Manager shall send notice thereof to the Developer (the "Failure to Comply Notice") by certified mail, return receipt requested. The notice shall also assess a payment by the Developer in an amount not to exceed Five Hundred Dollars (\$500.00) for each such failure to comply. The Developer may, at its option, contest the imposition of such assessment by an appeal to the Village Manager within seven (7) days after the

mailing by the Village of such Failure to Comply Notice. The amount so assessed by the Village Manager shall be paid to the Village by the Developer within fourteen (14) days after mailing of said notice, or within seven (7) days after any final determination by the Village Manager relative to any appeal, unless there is a determination on such appeal that no amount will be assessed.

- (E) Entry monuments, signage and all landscaping thereon paralleling E. Hillside Road, whether located on the public right of way or on private property, shall be maintained by the Homeowners Association.
- (F) Custom individual foundation landscaping for each residence shall be provided by the homeowner. Developer or each owner of a lot in the Development will be required to install Three Thousand and 00/100 Dollars (\$3,000.00) worth of foundation landscaping within six (6) months of occupancy of a single-family residence.

XV. Engineering Plans and Specifications.

(A) Prior to the commencement of any construction on the Property or the recording of the final plat of subdivision for the Development, final engineering plans and specifications for the entire Development, including but not limited to specifications for site grading, soil erosion and sedimentation control, storm drainage and storm water control facilities, streets, cul-de-sacs and street lighting, all in compliance with this Agreement and in compliance with all applicable Village ordinances, shall be submitted to and approved in writing in advance, by the Village Manager. The Village Manager shall not unreasonably withhold approval of such final engineering plans and specifications provided that such plans and specifications do so

comply. Said plans and specifications shall also be sufficient to enable the Village to determine the amount of security required to be deposited pursuant to Article XVI (D) hereof.

(B) In addition, "as built" final engineering plans shall be submitted to the Village after completion of all subdivision improvements and prior to acceptance thereof by the Village, and such bench marks as required by the Village Manager shall be located thereon. The "as built" plans shall include a record of the disposition of all field tile discovered or encountered in the development of the Property. Such records shall include the location thereof and whether such tile was destroyed, removed, replaced, relocated, and if so, to where and/or any other appropriate information.

XVI. Subdivision Improvements.

(A) In lieu of a traditional subdivision lighting program as generally required by the Subdivision Ordinance of the Village of Barrington, the Developer will install an individual, electronically powered "coach light" on each lot, adjacent to the home side of the driveway, approximately 20 feet from the dedicated public right-of-way areas along Haven Drive. All "coach lights" are to be the private property of each individual lot owner upon purchase from the Developer. Each lot owner shall be responsible for the care, maintenance, and replacement of their "coach light" fixture. The Homeowners' Association to be established by the Developer shall have the right and the obligation to compel lot owners to care for, maintain, and replace when needed their individual "coach light" fixture. The form of the "coach light" fixture to be installed by the Developer shall be submitted to and be approved by the Village Manager or his designee.

(B) Sidewalks shall be required on only one side of the public right of way in the subdivision and a sidewalk and parkway tree easement shall be provided at the front of Lots 2, 3,

4 and 5, all as illustrated on the Preliminary Engineering Plan, Exhibit B. No additional landscaped planting shall be planted within said parkway tree easement.

(C) Except as otherwise provided by this Agreement, all streets shall comply fully with the standards of the Subdivision Ordinance of the Village of Barrington with the exception of curbing. All curbs to be constructed shall substantially comply with the curb design known as the B6.12 barrier curb (instead of the roll curb) which design shall be set forth on the final engineering plan.

(D) Prior to the commencement of any construction on the Property, and prior to recording of the plat of subdivision for the Development, the Developer will cause to be posted with the Village an irrevocable letter of credit pursuant to statute in such amount as determined by the Village Manager and in such form as approved by the Village Attorney to assure that adequate funds will be available to the Village to complete such public improvements if the Developer shall fail to do so within two (2) years from the date of posting, except that the final surface course of all streets shall be completed within five (5) years from the date of the approval of the final plat for the Hillside Farms Subdivision, or at such earlier time as may reasonably be required by the Village Manager. The letter of credit shall include an additional amount to cover increased costs resulting from inflation and maintenance of the improvements until they are accepted by the Village and an additional reserve of twenty-five percent (25%) for contingencies relative to the installation and maintenance of said improvements. The letter of credit shall be irrevocable so that it cannot be revoked by the Developer or by the Issuer of such Letter of Credit. In addition to the posting of such letter of credit, the Developer shall remain obligated to maintain, replace and repair all such improvements in order that they fully comply with the requirements of the Village of Barrington Subdivision and Watershed Development Ordinances

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prior to and at the time of acceptance by the Village. The Developer shall, prior to the time of acceptance, be responsible for snow removal, ice control, street cleaning, including but not limited to keeping the streets free of construction debris and the repair of damage caused by any construction traffic, and other necessary maintenance thereon. The amount of each such letter of credit may be reduced from time to time for public improvements completed to date provided, however, that such reduction shall be approved in writing in advance by the Village Manager and in no event shall such letter of credit be reduced below that amount required to complete all remaining work on public improvements within or without the Development and to provide the required reserve for the contingencies hereinabove described. In addition to the requirements set forth herein pertaining to the Developer's letter of credit, the Developer shall comply with all other existing Village requirements pertaining to the deposit of security in any form or payment of any fees.

(E) The Village shall not be required to accept any public rights-of-way or any of the improvements located therein to be dedicated to the Village until residences have been constructed on all eight (8) of the lots in the subdivision. At such time, the Village shall accept dedication of all public rights-of-way and the public improvements located therein, and the dedication of all sanitary sewer systems, storm sewer systems (excluding Outlot A), and water main systems within Village rights-of-way, easements, and Palatine Township rights-of-way, but excluding individual water service stubs, provided the Village shall not be required to accept any public rights-of-way, or other public improvements unless and until such time as all public improvements shall conform to all applicable ordinances and approved final engineering plans and specifications applicable to the public improvements for this Development.

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(F) Existing wells and septic systems now located on the Property shall be abandoned within six (6) months from the Effective Date of this Agreement, weather permitting, and shall be capped and/or otherwise filled in or prepared in order to comply with all applicable governmental regulations for said abandonment.

(G) At the Developer's sole cost and expense, and prior to the issuance of any building permit for the Development, all existing structures on the Property shall be demolished and razed by the Developer and all debris properly removed.

(H) In accordance with Section V (B) (4) of the Subdivision Regulations of the Village of Barrington, the Village agrees to classify the street in this Development as a minor residential street, requiring only a right-of-way as shown on Exhibit A.

(I) For purposes of this Article XVI, and in particular sub-part (D) the term "public improvements" is intended to be broadly construed, and shall encompass all subdivision improvements described herein to be built by the Developer, whether said improvements are to be dedicated at a future date to the Village or those improvements which are to remain the responsibility of the Homeowners' Association. The letter of credit described in this Article XVI (D) shall include sums sufficient to construct all "public improvements" which shall include by way of example, but not limitation, all improvements in connection with the Development whether such improvements are located on or off the Property, (including but not limited to improvements in the Palatine Township right of way) the improvements of the retention area (Outlot A), the permanent subdivision sign, the individual coach light fixtures for each lot, the sanitary sewer systems, storm water systems, water main systems, all road and roadway improvements, any and all easement improvements described in this Agreement, and the restoration of all surfaces to a condition at least as good as the condition before the

commencement of any work or to a condition otherwise required by the terms of this Agreement including the Exhibits.

(J) Upon satisfactory completion of all site improvements to be built on, in, under or through any common areas (including but not limited to Outlot A) as described herein, and upon approval from the Village, such common areas (including but not limited to Outlot A) shall be conveyed, along with all improvements thereon, to the Hillside Farms Homeowners' Association. Upon satisfactory completion of the subdivision's permanent signage, and its approval from the Village, said signage shall be conveyed to the Hillside Farms Homeowners' Association. Until a conveyance is made by the Developer as allowed herein to the Hillside Farms Homeowners' Association, the Developer is solely responsible for the maintenance, repairs and replacement of all improvements on all common areas including but not limited to Outlot A (along with all improvements thereon) and the subdivision permanent signage on the easement area located on Lots 1 and 8.

(K) Developer, at its sole cost and expense, shall construct a storm sewer inlet and connecting storm sewer adjacent to the east property line of the Property adjacent to the northwest corner of Lot 32 in the Second Addition to Barrington Hillcrest Acres.

(L) Direct access between the Property and Hillside Road shall be limited to the point of intersection of Hillside Road with the right-of-way to be dedicated in the plat of subdivision for this Development as shown on the Preliminary Subdivision Plat, Exhibit A.

XVII. Special Use Permit Exceptions/Sidewalks, Parkway Trees, Cul-de-Sac and Subdivision Lighting. The special use permit for the Residential Planned Development as herein described shall provide for the following variations or exceptions from the applicable provisions of the Village's Zoning and Subdivision Regulations:

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- (A) Sidewalks shall be required within the Development only on one side of the street as shown on the Preliminary Plat of Subdivision attached as Exhibit A; and
- (B) Parkway trees shall be staggered along the streets in the Hillside Farms Subdivision as shown on Exhibit E; and
- (C) The length of the cul-de-sac shall be permitted as set forth in Exhibit A; and
- (D) Individual coach lights are permitted in lieu of traditional street lights; and
- (E) Reduced right of way width from 60 feet to 50 feet; and
- (F) Reduced cul-de-sac right of way diameter from 120 feet to 100 feet; and
- (G) Reduced average lot width at the building line from 100 feet to 90 feet for lots 6 and 7; and
- (H) No planting shall be allowed in the right of way or utility easements in Lots 2, 3, 4 and 5 adjacent to the cul-de-sac. Instead, parkway trees shall be located in a landscape easement on Lots 2, 3, 4 and 5 adjacent to the cul-de-sac; and
- (I) The front yard setbacks for Lots 2, 3 and 4, shall be increased to sixty-five (65') feet.

XVIII. Contributions. In accordance with Village of Barrington Resolution Number 1084, the Developer agrees to pay the following annexation fees for each single-family dwelling unit.

Such payments shall be made by check and shall be paid as follows:

- (A) At the time of issuance of the building permit for each such single family unit as follows:
 - (1) To the Village of Barrington, the sum of \$90.00 for each single family dwelling unit;

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- (2) To Barrington Unit School District 220, the sum of \$300.00 for each single family dwelling unit plus \$900.00 for each bedroom, excluding the master bedroom in each such dwelling;
 - (3) To Barrington Park District, the sum of \$40.00 for each single family dwelling unit;
 - (4) To Barrington Area Library, the sum of \$16.00 for each single family dwelling unit.
- (B) To the Village to be paid at the time hereinafter set forth based upon that portion of the Property which has frontage on Hillside Road, one half of the sum of the costs for the improvements intended for Hillside Road, including but not limited to the costs for subgrade replacement as necessary, base reconstruction and resurfacing; provided, however, the aforesaid contribution shall not exceed twenty five thousand (\$25,000.00) dollars. Developer shall pay an amount of twelve thousand five hundred (\$12,500.00) dollars on or before June 1, 2000 and the balance up to the twenty five thousand (\$25,000.00) dollars total shall be paid upon substantial completion of the Hillside Road Reconstruction Project. Any excess payment shall be refunded to the Developer.

XIX. Underground Utilities. All utilities including but not limited to electric, telephone, gas and cable TV lines shall be installed and maintained underground in easements provided for those purposes. Easements for such purposes and rights of access thereto shall be provided in the final plat of subdivision, and shall provide for the grant of such rights to the appropriate utility companies, their respective officers, employees and agents and the language of such easements shall be approved by the Village Attorney prior to the recording of said plat.

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XXI. Equitable Recapture of Certain Developer Expenses Associated with the Construction of Public Improvements.

(A) The Village of Barrington acknowledges and agrees that certain expenses to be incurred by the Developer in connection with its undertakings set forth herein for the construction of public improvements as described in this Agreement may benefit other adjacent parcels of real estate which are not a part of Hillside Farms Subdivision.

(B) Subsequent to the adoption of the Annexation Agreement of which this Article is a part and the Annexation and Rezoning of the Property as provided for herein, the Village and the Developer shall execute a written agreement substantially in the form as set forth in Exhibit H, and which also shall contain the legal description of Hillside Farms Subdivision as set forth in the final plat of subdivision. At the Developer's expense, the fully signed Agreement shall be recorded with the Recorder of Deeds of Cook County, Illinois following the recording of the final plat of subdivision for Hillside Farms Subdivision.

(C) All expenses associated with the preparation, execution and enforcement of the recapture agreement are to be paid for solely by the Developer.

XXII. Enforceability of Agreement: Term.

(A) This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein contained.

(B) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and subsequent owners of record or beneficiaries and all developers of all or any part of the Property and any firm, person or corporation acquiring any financial or equitable interest in the Property or any portion thereof for a period of one day less

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than twenty (20) years from the Effective Date hereof. The terms and conditions of this Agreement shall constitute a covenant running with the land and, in addition to all other remedies available to the Village, the Village may decline to issue any building or other permit, or may terminate any previously issued building or other permit, where issuance is otherwise required by the ordinances of the Village while any breach or violation of this Agreement exists or continues uncorrected.

XXIII. Severability Clause. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Agreement or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof. The Corporate Authorities hereby declare that it would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

It is recognized by the parties hereto that there are obligations and commitments set forth herein which are to be performed and provided for by the Developer and not by the Owner. The Village agrees that the Owner as such is exculpated from any personal liability or obligation to perform the commitments and obligations set forth herein and that the Village will look solely to the Developer or its heirs, successors and assigns for such performance, except that to the extent that the Owner or its successors or assigns thereto shall become a successor or assignee to the interest of the Developer, then, in such case, the Owner or the new designee shall be subject to the liabilities, commitments and obligations of this Agreement.

XXIV. Miscellaneous Provisions.

(A) All recitals set forth in the preamble to the Agreement are understood by the parties to be integral components of the Agreement itself and not mere prefatory language.

(B) Throughout the Agreement, references may be made to differing genders or to singular and/or plural persons, places, obligations and the like. The use of any gender, singular and/or plural designations is merely descriptive, and not intended by the parties in any way to limit the applicable provision of the Agreement in which the descriptive term may be found.

IN WITNESS WHEREOF, the parties to this Agreement do affix their signatures as follows:

CONTRACT PURCHASER AND DEVELOPER:

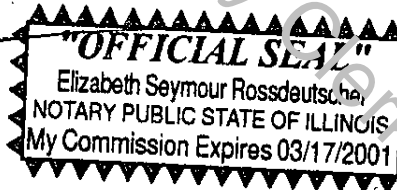
GREAT HAVEN, INC., an Illinois corporation

By: [Signature]
Name: [Signature]
Its: President

ATTEST:

[Signature]
Its: Secretary

(Corporate Seal)



[Signature]
Elizabeth Seymour Rosseutsche

VILLAGE:

VILLAGE OF BARRINGTON, an Illinois municipal corporation in Cook and Lake Counties

By: [Signature]
Name: Ronald M. Hamelberg
Its: Village President

ATTEST:

[Signature]
Its: Village Clerk

(Corporate Seal)

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OWNER:

American National Bank & Trust Company, as
Trustee under Trust Number 52977, Dated
June 16, 1981

By: *Maria Bora*
Name: MARIA BORA
Its: TRUST OFFICER

ATTEST:

Its: _____
*Attestation not required by American National Bank
and Trust Company of Chicago by laws*

BENEFICIARY:

Thomas J. Cavanagh

By: *Thomas J. Cavanagh*
One of its Beneficiaries

Anne F. Cavanagh

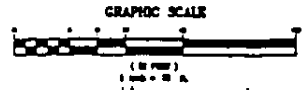
By: *Anne F. Cavanagh*
One of its Beneficiaries

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

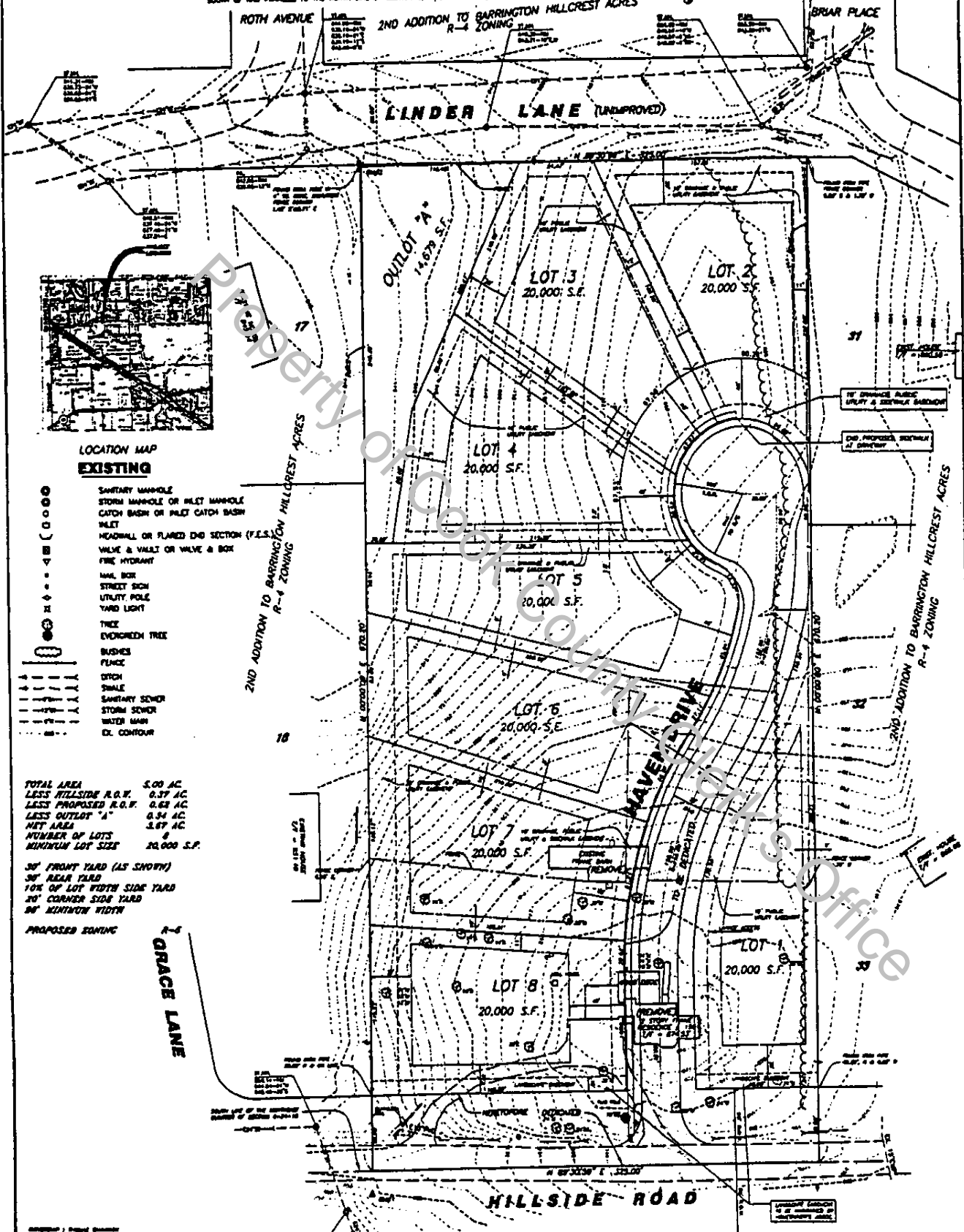
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LEGAL DESCRIPTION

THE EAST 325 FEET OF THE WEST 888 FEET OF THE SOUTH 4730 FEET OF THIS PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 23.88 CHAINS, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER 30.21 CHAINS, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 4.57 CHAINS, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER 19.08 CHAINS TO THE NORTH LINE OF SAID NORTHWEST QUARTER, THENCE WEST ALONG THE SAID NORTH LINE 14.23 CHAINS TO THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE SOUTH ALONG THE WEST LINE TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF THE ABOVE DESCRIBED PREMISES LYING NORTH OF A LINE CHAIN 81 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6, IN COOK COUNTY, ILLINOIS.



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EXISTING

- SANITARY MANHOLE
- STORM MANHOLE OR INLET MANHOLE
- CATCH BASIN OR INLET CATCH BASIN
- INLET
- HEADWALL OR FLARED END SECTION (F.E.S.)
- VALVE & VALVE OR VALVE & BOX
- FIRE HYDRANT
- MAIL BOX
- STREET SIGN
- UTILITY POLE
- YARD LIGHT
- TREE
- EVERGREEN TREE
- BUSHES
- FENCE
- DITCH
- TRAIL
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- D.L. CONTOUR

TOTAL AREA 5.00 AC.
 LESS HILLSIDE R.O.V. 0.37 AC.
 LESS PROPOSED R.O.V. 0.63 AC.
 LESS OUTLOT "A" 0.34 AC.
 NET AREA 3.67 AC.
 NUMBER OF LOTS 8
 MINIMUM LOT SIZE 20,000 S.F.

30' FRONT YARD (AS SHOWN)
 30' REAR YARD
 10% OF LOT WIDTH SIDE YARD
 20' CORNER SIDE YARD
 30' MINIMUM WIDTH

PROPOSED ZONING R-4

GRACE LANE

HILLSIDE ROAD

REVISION: 1/22/24
 1/22/24
 1/22/24

VILLAGE OF BARRINGTON
R-5 ZONING

- #### LEGEND:
- EXISTING MANHOLE
 - EXISTING STREET SIGN
 - EXISTING UTILITY POLE
 - EXISTING YARD LIGHT
 - EXISTING TREE
 - EXISTING EVERGREEN TREE
 - EXISTING BUSHES
 - EXISTING FENCE
 - EXISTING DITCH
 - EXISTING TRAIL
 - EXISTING SANITARY SEWER
 - EXISTING STORM SEWER
 - EXISTING WATER MAIN
 - EXISTING D.L. CONTOUR

REMARKS:

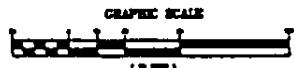
SOURCE: 1" HORIZONTAL SCALE IN SOUTHWEST CORNER OF REVISIONS SHEET ONLY COVER 20' NORTH OF THE CENTERLINE OF AVENUE AND LINE EAST OF THE CENTERLINE OF R. VALLEY ROAD, ELEVATION=445.87' (AS SHOWN) FOR VILLAGE OF BARRINGTON PUBLIC WORKS DEPT.

NOTE: THE ROAD SPUR IN SOUTH FACE OF POWER POLE LOCATED AT 17' SOUTH OF CENTER LINE HILLSIDE ROAD AND 120' EAST CENTERLINE GRACE LANE, ELEVATION=446.11'

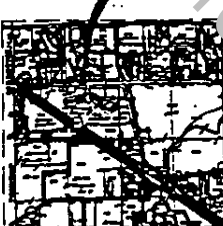
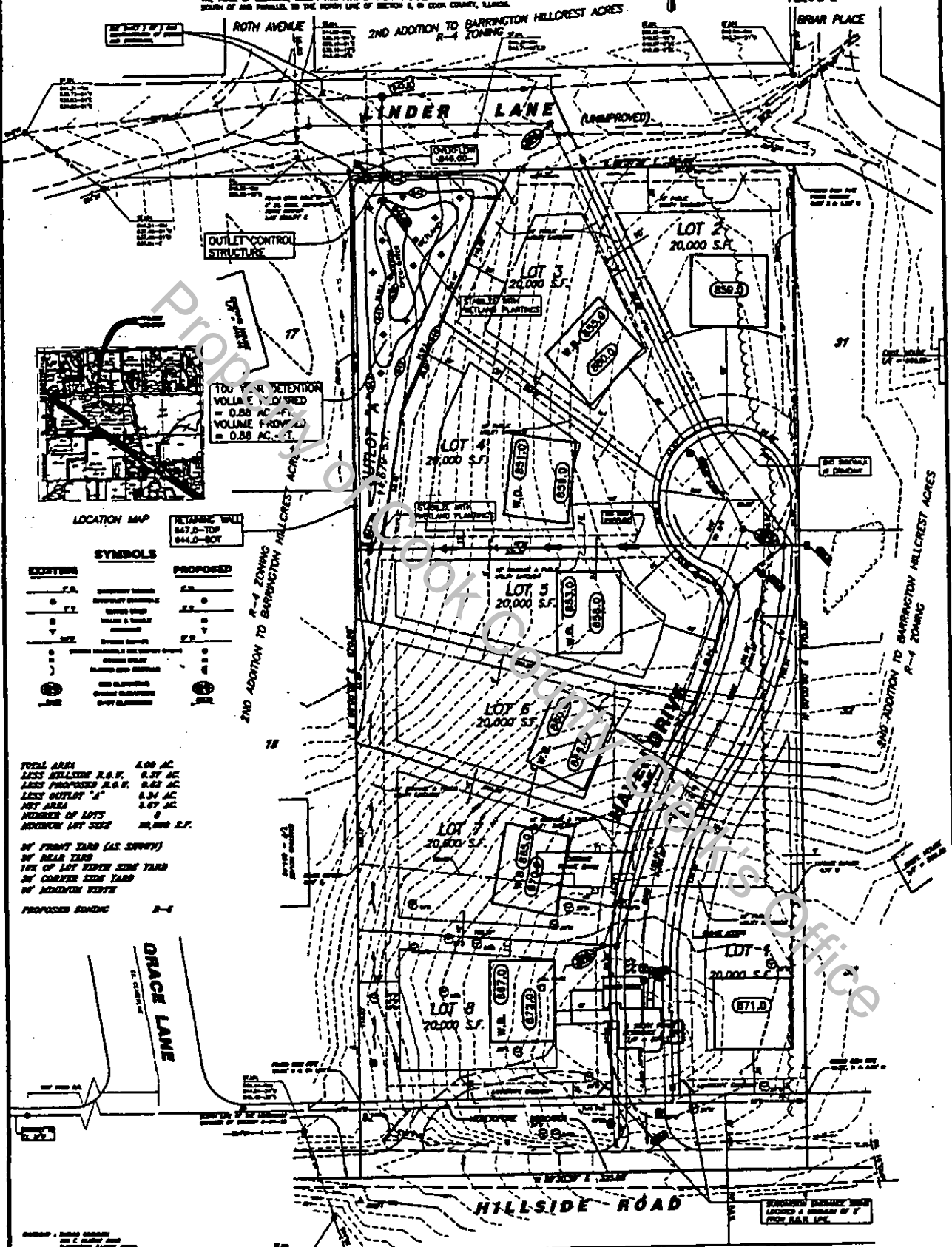
DATE: SEP 14 2024
 PREPARED BY: [Name]
 CHECKED BY: [Name]

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THE EAST 250 FEET OF THE WEST 500 FEET OF THE SOUTH 5000 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS BEGINNING AT THE SOUTHWEST CORNER OF SAID NEIGHBORLY QUARTER, THENCE EAST ALONG THE SOUTH LINE OF SAID NEIGHBORLY QUARTER 23.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NEIGHBORLY QUARTER 24.91 CHAINS; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NEIGHBORLY QUARTER 0.10 CHAIN; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NEIGHBORLY QUARTER 14.00 CHAINS TO THE NORTH LINE OF SAID NEIGHBORLY QUARTER; THENCE WEST ALONG THE SAID NORTH LINE 34.00 CHAINS TO THE WEST LINE OF SAID NEIGHBORLY QUARTER; THENCE SOUTH ALONG THE WEST LINE TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF THE ABOVE DESCRIBED PREMISES COME WITHIN OF A LINE DRAIN 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 8, IN COOK COUNTY, ILLINOIS.



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TWO YEAR DETENTION VOLUME PROVIDED = 0.88 AC. FT. VOLUME PROVIDED = 0.88 AC. FT.

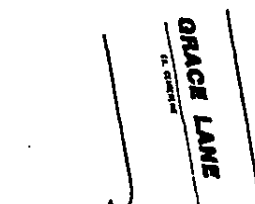
LOCATION MAP

| SYMBOLS | |
|---------|-------------------------|
| | R-4 ZONING |
| | RETAINING WALL |
| | EASEMENT |
| | UTILITY |
| | PROPOSED STRUCTURE |
| | PROPOSED ROAD |
| | PROPOSED DRIVEWAY |
| | PROPOSED PARKING |
| | PROPOSED STORM SEWER |
| | PROPOSED SANITARY SEWER |
| | PROPOSED WATER MAIN |
| | PROPOSED GAS MAIN |
| | PROPOSED ELECTRIC MAIN |
| | PROPOSED TELEPHONE MAIN |
| | PROPOSED CABLE TV MAIN |
| | PROPOSED FIRE HYDRANT |
| | PROPOSED MANHOLE |
| | PROPOSED CATCH BASIN |
| | PROPOSED VALVE |
| | PROPOSED METER |
| | PROPOSED TRANSFORMER |
| | PROPOSED POLE |
| | PROPOSED TOWER |
| | PROPOSED SIGN |
| | PROPOSED FENCE |
| | PROPOSED GATE |
| | PROPOSED WALL |
| | PROPOSED FOUNDATION |
| | PROPOSED FOOTING |
| | PROPOSED PIER |
| | PROPOSED COLUMN |
| | PROPOSED BEAM |
| | PROPOSED JOIST |
| | PROPOSED RAFTER |
| | PROPOSED TRUSS |
| | PROPOSED ROOF |
| | PROPOSED FLOOR |
| | PROPOSED CEILING |
| | PROPOSED WALL FINISH |
| | PROPOSED FLOOR FINISH |
| | PROPOSED CEILING FINISH |
| | PROPOSED PAINT |
| | PROPOSED STAIN |
| | PROPOSED SEALANT |
| | PROPOSED ADHESIVE |
| | PROPOSED GROUT |
| | PROPOSED MORTAR |
| | PROPOSED CONCRETE |
| | PROPOSED BRICK |
| | PROPOSED BLOCK |
| | PROPOSED STONE |
| | PROPOSED TILE |
| | PROPOSED CARPET |
| | PROPOSED HARDWOOD |
| | PROPOSED LAMINATE |
| | PROPOSED VINYL |
| | PROPOSED MARBLE |
| | PROPOSED GRANITE |
| | PROPOSED QUARTZ |
| | PROPOSED SOLID SURFACE |
| | PROPOSED METAL |
| | PROPOSED PLASTIC |
| | PROPOSED RUBBER |
| | PROPOSED GLASS |
| | PROPOSED WOOD |
| | PROPOSED PAPER |
| | PROPOSED FABRIC |
| | PROPOSED LEATHER |
| | PROPOSED SYNTHETIC |
| | PROPOSED COMPOSITE |
| | PROPOSED HYBRID |
| | PROPOSED OTHER |

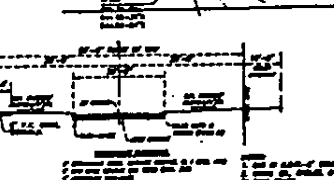
TOTAL AREA 4.00 AC.
 LESS HILLSIDE R.O.V. 0.37 AC.
 LESS PROPOSED R.O.V. 0.28 AC.
 LESS OUTLAY "A" 0.34 AC.
 NET AREA 3.01 AC.

NUMBER OF LOTS 9
 MINIMUM LOT SIZE 20,000 S.F.

PROPOSED ZONING R-4



- NOTES:
1. IMPROVEMENTS TO BE S.A.P. CL. 50 (CL. 54 IN TRENCH).
 2. STRUCTURE SHOULD BE P.V.C. FOR 30 (S.A.P. CL. 52 IN TRENCH).
 3. STRUCTURE SHOULD BE S.A.P.
 4. EACH LOT SHALL HAVE SEWERAGE, CONDUIT LIGHTS IN LEAD OF STREET LIGHTS.



LEGEND:

| | |
|--|-------------------------|
| | PROPOSED STRUCTURE |
| | PROPOSED ROAD |
| | PROPOSED DRIVEWAY |
| | PROPOSED PARKING |
| | PROPOSED STORM SEWER |
| | PROPOSED SANITARY SEWER |
| | PROPOSED WATER MAIN |
| | PROPOSED GAS MAIN |
| | PROPOSED ELECTRIC MAIN |
| | PROPOSED TELEPHONE MAIN |
| | PROPOSED CABLE TV MAIN |
| | PROPOSED FIRE HYDRANT |
| | PROPOSED MANHOLE |
| | PROPOSED CATCH BASIN |
| | PROPOSED VALVE |
| | PROPOSED METER |
| | PROPOSED TRANSFORMER |
| | PROPOSED POLE |
| | PROPOSED TOWER |
| | PROPOSED SIGN |
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| | PROPOSED ROOF |
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| | PROPOSED QUARTZ |
| | PROPOSED SOLID SURFACE |
| | PROPOSED METAL |
| | PROPOSED PLASTIC |
| | PROPOSED RUBBER |
| | PROPOSED GLASS |
| | PROPOSED WOOD |
| | PROPOSED PAPER |
| | PROPOSED FABRIC |
| | PROPOSED LEATHER |
| | PROPOSED SYNTHETIC |
| | PROPOSED COMPOSITE |
| | PROPOSED HYBRID |
| | PROPOSED OTHER |

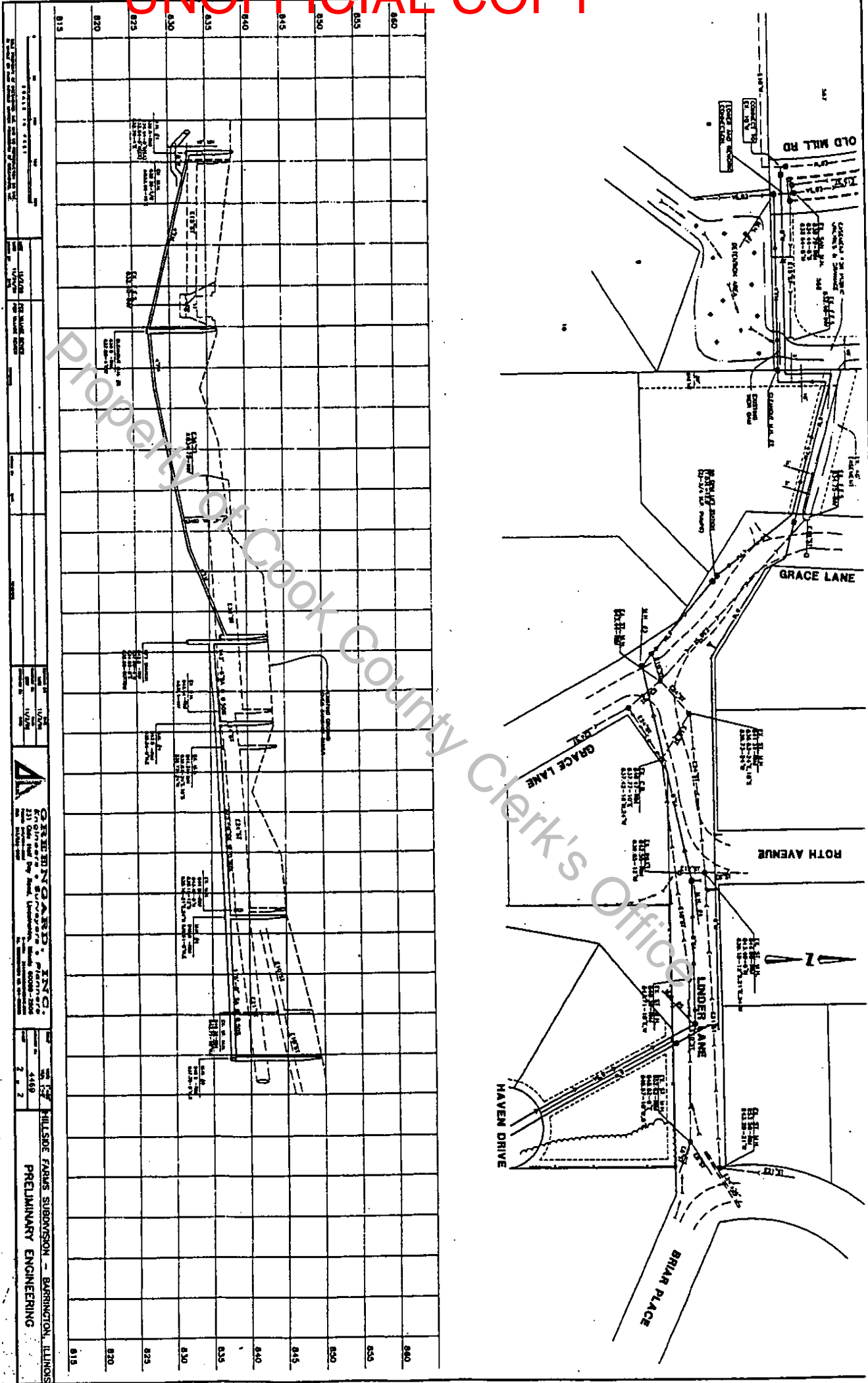
REMARKS:

SOURCE: 1" HORIZONTAL SCALE IN SOUTHWEST CORNER OF PREVIOUS EDITION. THIS SCALE IS 1/2" OF THE CORNER OF THIS AND 1/2" EAST OF THE CORNER OF A VALLEY DRIVE. SUBSEQUENTLY THIS SCALE FOR VALUE OF CHANGING PUBLIC WORKS.

NOTE: THE 2000 SPIN IN SOUTHWEST CORNER OF POWER POLE LOCATED OFF SOUTH OF GRACE LANE HILLSIDE ROAD AND 100' WEST OF CORNER OF VALLEY DRIVE. CHANGING PUBLIC WORKS.

DATE: 10/11/11
 DRAWN BY: J. J. GREENE
 CHECKED BY: J. J. GREENE
 APPROVED BY: J. J. GREENE

UNOFFICIAL COPY



GREENBRIAR, INC.
 211 Oak Street, Barrington, Illinois 60010-2506
 Phone: (815) 885-1100
 Fax: (815) 885-1101

HILLSIDE FARMS SUBDIVISION - BARRINGTON, ILLINOIS
 4169
 2 of 2
PRELIMINARY ENGINEERING

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

CERTIFICATE

THE UNDERSIGNED AFFIANT,
being first duly sworn, on oath states as follows:

That he is the _____ Village Manager of the Village of Barrington:

That on the 14 day of February, 2000, the Village of Barrington passed Ordinance No. 00-2842, being an Ordinance Annexing Certain Property to the Village of Barrington (Hillside Farms PC 99-15).

That the undersigned hereby certifies that each of the express conditions set forth in Section 7 of the aforesaid Ordinance No. 00-2841 have occurred within the time provided.

That pursuant to said Ordinance No. 00-2841, each of the express conditions set forth in Section 7 shall be deemed satisfied within the time provided and the Ordinance and the annexation of the territory legally described therein (on Exhibit A) shall be in full force and effect as of the date this Certificate of the _____ Village Manager is placed of record.

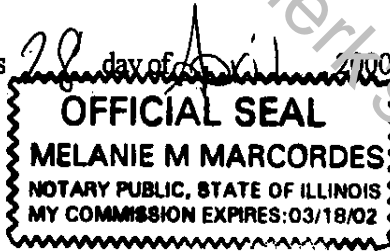
AFFIANT further sayeth not.

VILLAGE OF BARRINGTON

By Robert R. Rein
Village Manager

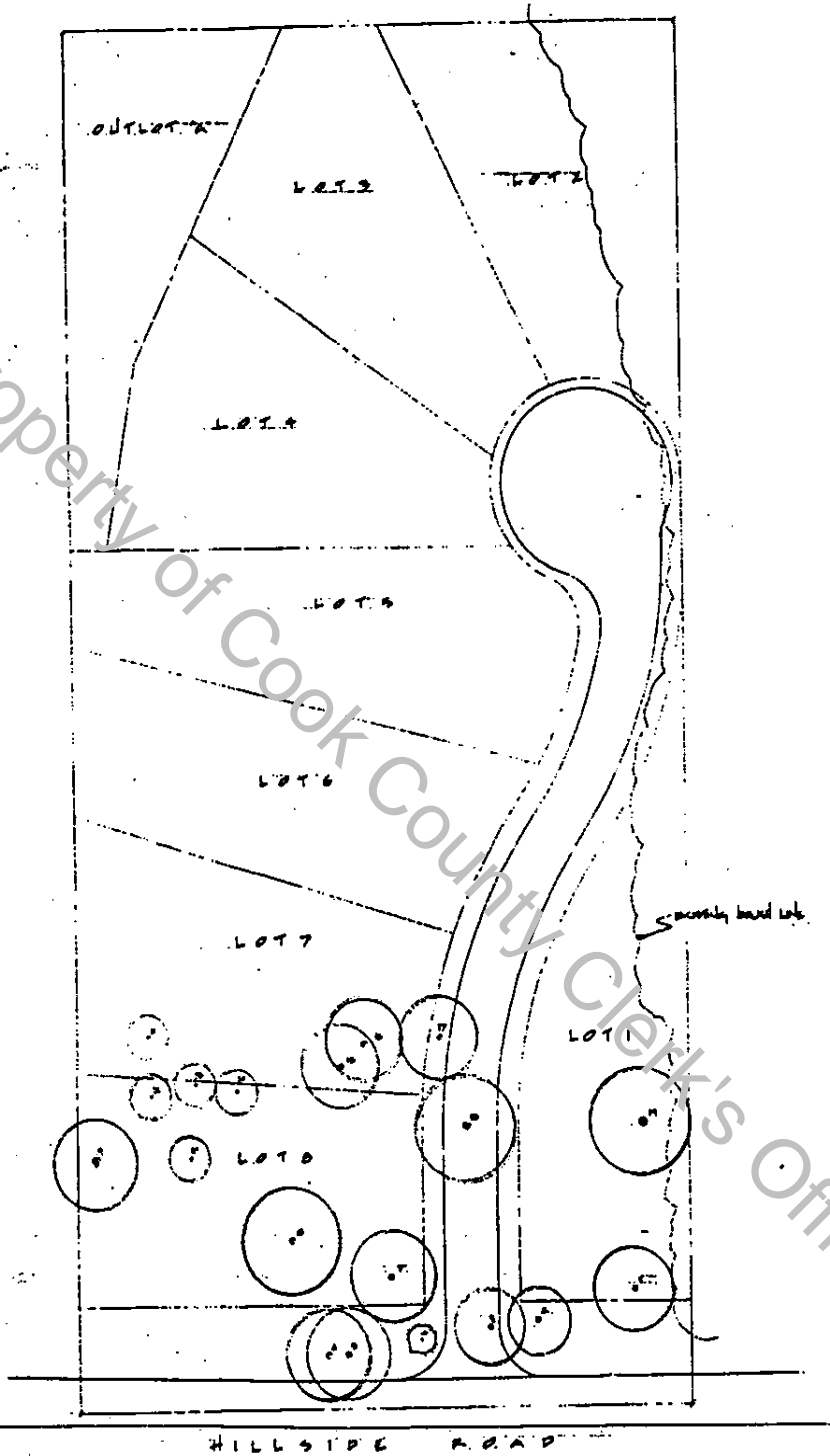
SUBSCRIBED AND SWORN to before me this _____ day of _____, 2000.

Melanie M. Marcordes
Notary Public



THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:

Edward M. Springer
Springer, Casey & Dienstag, P.C.
100 W. Monroe St. - Suite 1300
Chicago, IL 60603



TREE INVENTORY / PRESERVATION PLAN

see attached sheet for complete
detailed listing.



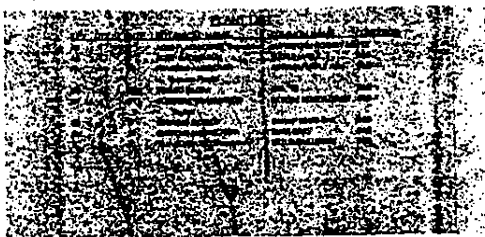
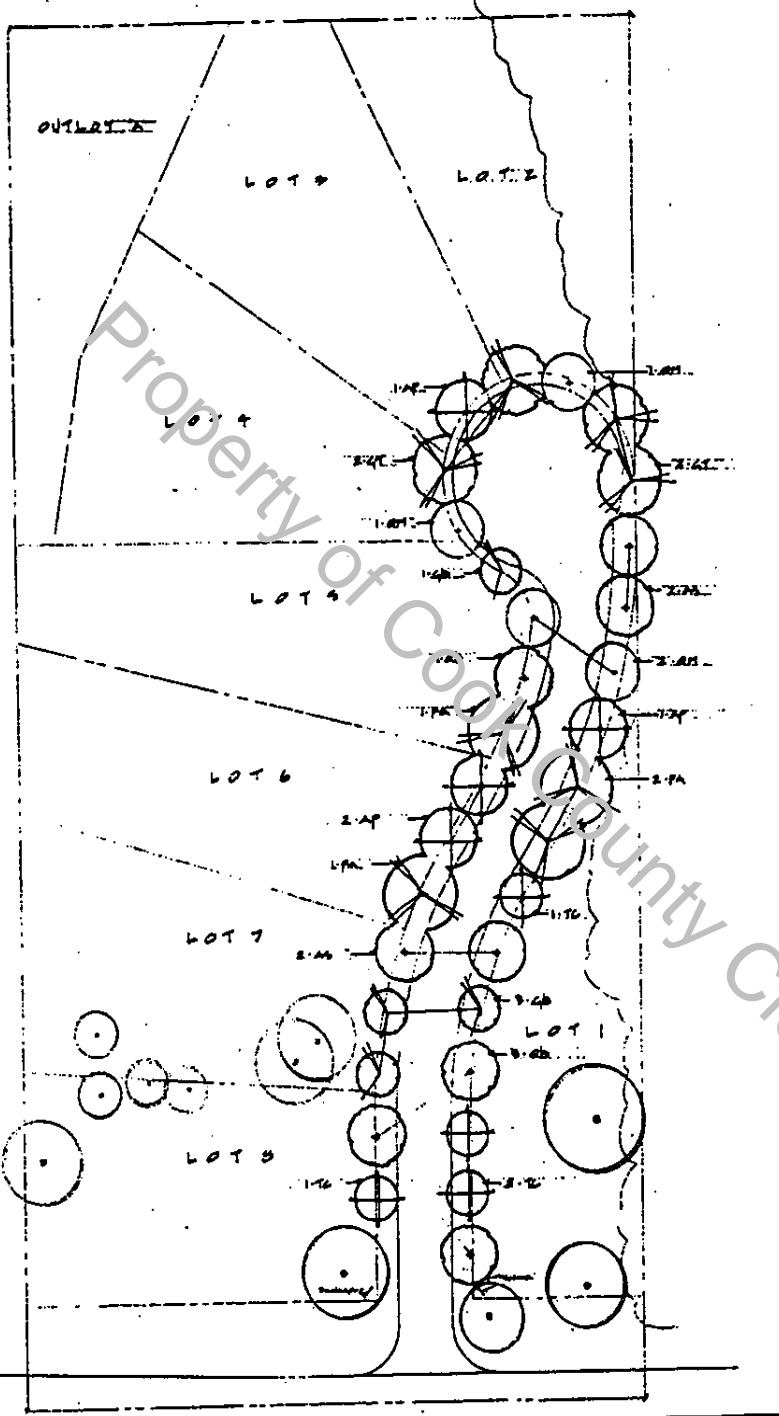
HILLSIDE FARMS

BARRINGTON, IL

James Michael, Inc.
 11111 S. Halsted St.
 Chicago, IL 60656
 (773) 487-1111

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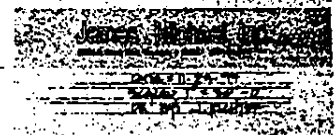


LANDSCAPE PLAN



HILLSIDE FARMS

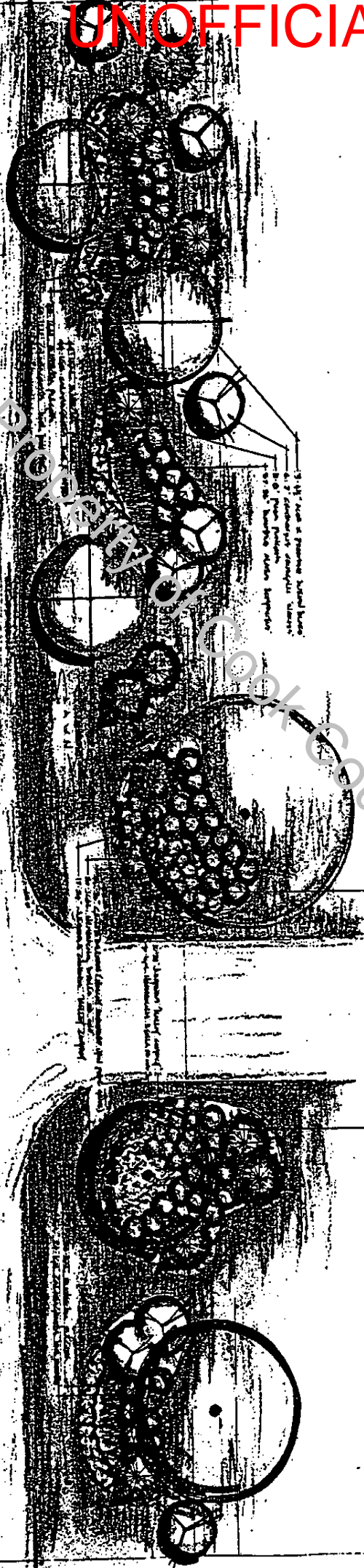
Waukegan, IL



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H I L L S I D E R O A D



PROPERTY OF Cook County Clerk's Office

Barthelme, Ill.



James Michael, Jr.
Cook County Clerk
111 N. LaSalle Street
Chicago, IL 60602
Tel: 312.603.1000
Fax: 312.603.1001
Web: www.cookcountyil.gov

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EXHIBIT F

AGREEMENT FOR RECAPTURE

THIS AGREEMENT made and entered into this ___ day of _____, 2000, by and between the VILLAGE OF BARRINGTON, a municipal corporation in Cook and Lake Counties, Illinois (hereinafter referred to as the "Village"), and GREAT HAVEN, INC., an Illinois corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, this writing constitutes a written recapture agreement to be executed by the parties prior to the time that certain improvements are installed by the Developer, or as soon thereafter as possible; and

WHEREAS, pursuant to the terms of an Annexation Agreement with the Village of Barrington (hereinafter referred to as "Annexation Agreement"), the Developer has agreed that it shall pay the cost of construction and installation of utility improvements to the Village's potable water distribution system and to the Village's sanitary sewer system on and off the subject property commonly referred to as the Hillside Farms Subdivision which facilities will be over sized so that others may use such improvements and benefit therefrom (such improvements are hereinafter collectively referred to as "Utility Improvements"), which utility Improvements are to be constructed as shown on plans as approved by the Village of Barrington; and

WHEREAS, the Developer seeks to recapture a pro rata share of the cost of installation and construction of the Utility Improvements from owners of property benefiting or to be served therefrom, and the Village is willing to recapture the cost of construction from said property owners to the extent provided in this Agreement.

NOW THEREFORE, in pursuance of authority granted by law and based upon other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further in consideration of the terms and conditions set forth below, the parties hereto agree as follows:

SECTION 1. Developer's Warranties. The Developer warrants to the Village as follows:

A. That the Developer shall pay for the construction and installation of the aforesaid Utility Improvements to provide improvements to the Village's potable water distribution system and to the Village's sanitary sewer system on and off real estate hereinafter called the "Subject Property," which Subject Property is legally described and depicted as such on Exhibit 1 which is attached hereto and made a part hereof.

B. In order to service the Subject Property with improved utilities and in accord with applicable law, the Developer shall pay for the construction and installation of the Utility Improvements which are the subject matter of this Agreement to serve the Subject Property.

SECTION 2. Definitions. For the purposes of this Agreement, the following terms have the meanings set opposite them whenever they are used with initial capital letters:

"Utility Improvements Cost" - The actual cost of installing the Utility Improvements as certified to the Village under oath by the chief financial officer of the Developer and as substantiated by appropriate business records and documentation.

"Benefited Owner" - The record owner of a Benefited Property as defined herein, and its successors, assigns, and heirs.

"Recapture Payment" - A payment calculated in accordance with the provisions of Section 3 infra, and interest thereon as provided in Section 3 infra.

"Benefited Property" - Any property or a portion thereof with the potential of being served in whole or in part by the Utility Improvements as provided in Section 3 herein. The Benefited Property is legally described on Exhibit 2 attached hereto.

SECTION 3. Recapture Payment. The Recapture Payment shall be computed in accordance with the provisions of this Section 3.

A. In order to provide for the reimbursement to the Developer for the cost of a portion of the Utility Improvements, the Village will require each Benefited Owner to pay to the Village a Recapture Payment computed in accordance with this Section 3. The Recapture Payment shall be due at any time prior to the expiration of this Agreement that the Village is requested to issue to a Benefited Owner a permit to develop property benefiting from the Utility Improvements, provided that no such payment shall be required unless the Benefited Owner will utilize the Utility Improvements proposed as of this date.

B. To determine the Utility Improvements Recapture Payment, multiply the actual cost of the Utility Improvement Installation by (the number of acres owned by the Benefited Owner making the payment divided by the sum of the total acreage of all of the Benefited Properties and ____ acres, the total acreage of the Hillside Farms Subdivision), so that a Benefited Owner is responsible to reimburse the Developer for a pro rata share of the actual cost of the Utility Improvements Installation, based upon the proportion of the total acreage it owns.

For purposes of this Recapture Agreement the total acreage of all _____ of the Benefited Owners plus the total acreage of Hillside Farms Subdivision is calculated as follows and deemed to be ____ acres in the aggregate:

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Hillside Farms Subdivision ____ acres

Plus

| | |
|--------------|-------------|
| Parcel _____ | _____ acres |
| Parcel _____ | _____ acres |
| Parcel _____ | _____ acres |
| Parcel _____ | _____ acres |
| Parcel _____ | _____ acres |
| Parcel _____ | _____ acres |
| Parcel _____ | _____ acres |

C. The Benefited Owner's Recapture Payment shall include interest on the amount calculated to be due, at the rate of ___% per annum calculated from and after the date upon which the Village or, as the case may be, approves the Utility Improvements as completed and accepted.

SECTION 4. Village's Collection Efforts. The proper officers of the Village shall make reasonable efforts to collect the recapture amounts set forth in Section 3 of this Agreement but shall not be obligated to bring any suit to enforce the collection of same nor shall the Village or any of its officials be liable in any manner for failure to make such collections or for failure of any owner to provide access from its property to the Utility Improvements, each Benefited Owner being the sole party liable for the recapture fees chargeable to the Benefited Owner under this Agreement. Moreover, the Developer may have the right to sue for the collection of any such recapture amounts, including the right to sue in the Village's name, provided that the Developer will indemnify, defend and hold harmless the Village against any and all costs and expenses of any kind or nature whatsoever in connection with any such lawsuit, counterclaim, or action of any kind including but not limited to witness and attorney's fees. In the event that the Village elects not to sue to collect a recapture fee and the Developer elects to sue for the collection of said amount, the Developer shall deposit with the Village security for the performance of its obligations in the form of a cash deposit or a letter of credit in such amount as the Village in its sole discretion shall require, in a form approved by the Village Attorney to secure its obligations provided in this Section. At the conclusion of the litigation the Village shall return the deposit (or the balance thereof, if any) or release the letter of credit if the Developer has reimbursed the Village for its costs and expenses as herein provided. The Developer shall have the right to sue only in the event that the Village elects not to bring any such lawsuit after a written request by the Developer to do so. Notwithstanding anything to the contrary herein provided, in no event shall the Village be responsible for making efforts to collect Recapture Payments after the expiration of the Annexation Agreement entered into by the Developer and the Village and others.

SECTION 5. Developer's obligations; Third Party Suit. It is understood and agreed by the parties hereto that if a third party challenges this Agreement by legal action, the Developer will, reimburse the Village for all costs and expenses of any kind or nature whatsoever, including but not limited to witness fees and attorney's fees and expenses that the Village incurs in defense of said lawsuit, and the Developer shall indemnify and hold harmless the

Village for all such defense costs and for any judgment or settlement, and all other costs and expenses of any kind whatsoever charged against or incurred by the Village in any way directly or indirectly related to any claim, cause of action or lawsuit brought.

Moreover, at the request of or with the consent of the Village, the Developer shall have the right to assume the defense of any such lawsuit, including the right to defend in the Village's name, provided that the Developer will indemnify and hold harmless the Village against any and all costs and expenses of any kind or nature whatsoever, including, but not limited to witness fees and attorney's fees and expenses, in connection with any such lawsuit, and also reimburse the Village for any such costs and expenses of any kind or nature whatsoever that the Village incurs in relation thereto. The Developer shall also indemnify and hold harmless the Village for any judgment or settlement, and all other costs and expenses of any kind or nature whatsoever charged against or incurred by the Village in any way directly or indirectly related to any claim, cause of action or lawsuit so brought.

In the event that a third party challenges this Agreement by legal action, the Developer shall deposit with the Village security for the performance of its obligations in the form of a cash deposit or a letter of credit in such amount as the Village in its sole discretion shall require, in a form approved by the Village Attorney, to secure its obligations provided in this Section. At the conclusion of the litigation the Village shall return the deposit (or the balance thereof, if any) or release the letter of credit if the Developer has reimbursed the Village for its costs and expenses as herein provided.

SECTION 6. Receipts. The Village shall issue a receipt in triplicate upon the payment of any of the recapture amounts and shall deliver to Developer one copy of said receipt within thirty (30) days of payment.

SECTION 7. Notices. Any notice to any party hereto shall be in writing and the mailing thereof by certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below (or such other place as any party hereto may by notice in writing designate for itself) shall constitute service of notice hereunder three (3) business days after mailing thereof:

TO VILLAGE: Village of Barrington
Attention: Village Manager
1301 S. Grove Avenue
Barrington, Illinois 60010

TO DEVELOPER: Great Haven, Inc.

Attn: _____

Any such notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery.

Upon execution of this Agreement, the Developer shall be required to send notices to the Benefited Owners in the form set forth in Exhibit 3 hereto.

SECTION 8. Dedication of Utility Improvements. Upon completion of the installation of the Utility Improvements, the Developer shall dedicate them to the Village, and shall assign and convey to the Village, all of its right, title and interest in and to said Utility Improvement by a Bill of Sale or by any other appropriate instrument. Said Utility Improvements shall be free and clear of all liens and encumbrances and shall be without cost to the Village.

SECTION 9. Recordation. The Village, by and through its elected or appointed officials, shall adopt any necessary resolution to carry into full force and effect the provisions of this Agreement and shall record any such resolution along with a copy of this Agreement in the office of the Recorder of Cook County, Illinois. All costs of the recording are to be borne by the Developer.

SECTION 10. Term. This Agreement shall be in full force and effect from the date of this Agreement until the earlier of (a) full payment to the Developer of the amounts calculated under Section 3 of this Agreement or (b) the expiration of the term of the Annexation Agreement. This Agreement shall be binding upon or inure to the benefit of the parties hereto, but shall not be assignable by the Developer.

SECTION 11. Effect. Nothing in this Agreement is intended to expand the rights or responsibilities of the parties beyond that which is otherwise permitted by law.

SECTION 12. Execution. This Agreement constitutes the entire understanding between the parties. Any modifications hereto shall have no effect unless they are reduced to writing and executed by both parties. This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof, which day shall be the effective date of the Agreement.

VILLAGE:

VILLAGE OF BARRINGTON, a municipal corporation in Cook and Lake Counties

By: _____

Name: _____

Its: Village President

ATTEST:

Village Clerk

(Corporate Seal)

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CONTRACT PURCHASER AND DEVELOPER:

GREAT HAVEN, INC., an Illinois corporation

By: _____

Name: _____

Its: President

ATTEST:

Secretary

(Corporate Seal)

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EXHIBIT 1 TO RECAPTURE AGREEMENT

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Property of Cook County Clerk's Office

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EXHIBIT 2 TO RECAPTURE AGREEMENT

LEGAL DESCRIPTION OF BENEFITED PROPERTY

Property of Cook County Clerk's Office

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EXHIBIT 3 TO RECAPTURE AGREEMENT

FORM OF NOTICE TO OWNERS OF BENEFITED PARTIES

PERSONAL DELIVERY OR
CERTIFIED OR REGISTERED MAIL
POSTAGE PREPAID
RETURN RECEIPT REQUESTED

To each person who is listed on the records of the Palatine Township Assessor on the date of recordation of this Recapture Agreement as the person designated to receive the notice of assessment (tax bill) in connection with each of the _____ parcels identified in this Recapture Agreement.

YOU ARE HEREBY NOTIFIED that pursuant to the authority of the Statutes of the State of Illinois, the Village of Barrington, Cook and Lake Counties, Illinois has entered into a Recapture Agreement effective as of the ____ day of _____, 2000 with Great Haven, Inc. A copy of this Recapture Agreement was recorded in the Office of the Recorder of Cook County, Illinois on the ____ day of _____, 2000 as document number. A copy of the recorded Recapture Agreement is enclosed for your convenient reference as a person listed on the records of the Palatine Township Assessor as an assessor of the property identified as PIN No. _____.

Dated: _____

GREAT HAVEN, INC., an Illinois
corporation

By: _____
An authorized signatory

EXHIBIT G

GRANT OF EASEMENT FOR SEWER AND WATER SYSTEM

THIS EASEMENT GRANT (hereinafter referred to as "Easement," "Grant of Easement" or by phrases of similar import) is made by Angelina A. Richter of 130 Grace Lane, Cook County, Illinois (hereinafter referred to as the "Grantor"), to the VILLAGE OF BARRINGTON, an Illinois municipal corporation in Cook and Lake Counties (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land commonly known as 130 Grace Lane, Barrington, Illinois 60010, described as follows and hereinafter referred to as the "Subject Property":

The legal description of the Subject Property is set forth on Schedule 1 attached hereto.

B. The Grantee is an Illinois Municipal Corporation.

C. The Grantor wishes to grant to the Grantee and its successors and assigns, beneficiaries, agents, servants, employees, vendors, contractors and legal representatives, and each of them (hereinafter sometimes collectively referred to for convenience as "Successors and Assigns") two separate a-perpetual rights-of-way and nonexclusive easements for (1) a potable water distribution system and (2) for a sanitary sewer system each and all of which shall be under, through (but beneath) and beneath the surface of that part of the Subject Property crosshatched and more particularly designated on Schedule 3 attached hereto and expressly made a part hereof. All of the property comprising all of the easements is hereinafter collectively referred to as the "Easement Premises." Each of the aforesaid easements is situated in the County of Cook in the State of Illinois and each is legally described as follows:

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The legal description of the Easement Premises is set forth on Schedule 2 attached hereto and expressly made a part hereof.

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of each of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made by the Grantor to the Grantee.

1. GRANT OF EASEMENT. The Grantor hereby grants to the Grantee, and its Successors and Assigns, separate perpetual and nonexclusive easements to lay, install, construct, reconstruct, renew, inspect, maintain, operate, repair, alter, replace, move, remove and service pipes, conduits, wires, and any other equipment, structures and appurtenances thereto which in Grantee's reasonable discretion is or are necessary or advisable for the proper operation of (a) a potable water distribution system, and (b) a sanitary sewer system, all of such improvements to be installed under, through (but beneath) and beneath the surface of those portions of the Subject Property herein crosshatched and designated therefor on Schedule 3 respectively and for all of the purposes and uses hereinafter set forth.

2. USE OF EASEMENT PREMISES. The Grantee and its Successors and Assigns and each of them shall have the, following rights of use of the Easement Premises and of the surface of those portions of the Subject Property above the Easement Premises and on other portions of the Subject Property as hereinafter provided:

(a) the right to lay, install, construct, reconstruct, renew, inspect, maintain, operate, repair, alter, replace, move, remove and service a complete potable water distribution system and a complete and separate sanitary sewage system (including, but

not limited to, pipes, conduits, wires, and any other equipment, structures and appurtenances thereto which in Grantee's sole discretion is or are necessary or advisable for the proper operation of a complete potable water distribution system and a complete and separate sanitary sewage system), under, through (but beneath) and beneath the surface of the Easement Premises; and

(3) the right of ingress and egress and passage of pedestrians, vehicles and construction materials and equipment upon, over and across the surface of the Easement Premises and such other real estate owned by Grantor, now adjacent to the Easement Premises on the Subject Property from and to the nearest means of access to a public way and the further right to use such areas for storage and use of construction materials and equipment, and for parking of vehicles and construction equipment during any time from time to time, that Grantee is constructing, reconstructing, renewing, altering, servicing, installing, removing, repairing, relocating, replacing, maintaining any and all components, equipment, structures and/or appurtenances thereto which in Grantee's sole discretion is or are necessary or advisable for the proper operation of a complete potable water distribution system and a complete and separate sanitary sewage system during the time of set-up operations before, and clean-up operations after any such activity. After any such activities, Grantee, at its sole, cost and expense, shall restore the area so used to at least as good a condition as before such use.

The right to use the Easement Premises likewise for ingress or egress over, upon and across the surface of the Easement Premises is expressly reserved by the Grantor. The Grantor shall not have any rights to use the Easement Premises or the surface above the Easement

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Premises in any manner which interferes with the Grantee's easement nor to build any buildings, fences or other structures on the surface above the Easement Premises nor place any equipment or anything else of any kind or nature thereon which will unreasonably interfere with the Grantee's rights to use the Easement Premises as herein provided.

3. TAXES. Any and all taxes, impositions or charges of any kind or nature whatsoever, including but not limited to, real estate taxes and special assessments imposed upon the Grantor with respect to the land and/or improvements included in the Easement Premises and/or imposed upon the Easement Premises and/or improvements thereon by any governmental body, quasi-governmental body, or by any taxing district or taxing body, or arising as a result of contract or otherwise, shall be borne by Grantor, and none of the foregoing shall be borne by Grantee.

4. OWNERSHIP AND USE OF IMPROVEMENTS. Notwithstanding anything contained herein, Grantee and not Grantor shall be owner of all improvements which are a part of or constitute the water distribution system improvements and/or the sanitary sewer system improvements now or hereafter constructed on or in the Easement Premises (including but not limited to any and all pipes, conduits, wires, and any other equipment, structures and appurtenances thereto which in Grantee's sole discretion is or are necessary or advisable for the proper operation of a complete potable water distribution system and a separate and complete sanitary sewer system). Accordingly, Grantor hereby grants, bargains, sells and assigns all such improvements to Grantee and agrees to execute and deliver to Grantee immediately upon the receipt of a request therefor, all appropriate documents of conveyance (including but not limited to a Bill of Sale).

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Grantor understands and agrees that the potable water distribution system improvements and the separate sanitary sewage system improvements to be constructed on the Easement Premises are part of a potable water distribution system and a sanitary sewage system and that substances from other parcels of property will be transported through these systems.

5. WARRANTIES OF TITLE. Grantor represents and warrants to the Grantee that she has good and merchantable fee simple title to the Subject Property, that she has full power and authority to make this Grant of Easement, that the title to the Subject Property is not subject to any liens or encumbrances that will diminish or adversely affect the rights and benefits herein granted, and that she has not done or suffered to be done anything that could in any way affect title to the Subject Property, and no proceedings have been filed by or against Grantor, nor has any judgment or decree been rendered against Grantor, nor is there any judgment note or other instrument that can result in a judgment or decree against Grantor within five (5) days from the date hereof.

6. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the assigns and successors, of the Grantor and the Grantee hereto.

7. CONSTRUCTION OF GRANT OF EASEMENT. This grant of an easement has been provided to implement the ingress and egress to and from and the installation, maintenance and use of the potable water system and the separate sanitary sewer system and improvements in and on the Easement Premises. In furtherance thereof, the rule of strict construction does not apply to this Grant of Easement. This grant shall be given a reasonable construction so that the intention of the Grantor to confer a commercially usable right of enjoyment on the Grantee is

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carried out with due consideration to the use of the adjacent property as a residence.

8. **NOTICE.** Any notice or communication required hereunder between Grantee or Grantor must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the person to whom it is addressed. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communications shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

IF TO GRANTOR: Angelina A. Richter
130 Grace Lane
Barrington, Illinois 60010

with copies to: _____

IF TO GRANTEE:

Prior to October 1, 2000

Village Manager
Village of Barrington
1301 South Grove Avenue
Suite 200
Barrington, Illinois 60010

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After October 1, 2000

Village Manager
Village of Barrington
206 South Hough Street
Barrington, Illinois 60010-4399

with copies to: SPRINGER, CASEY & DIENSTAG, P.C.
Attn: Edward M. Springer
100 West Monroe Street - Suite 1300
Chicago, Illinois 60603

9. RELEASE OF EASEMENT. The Grantee herein may terminate the grant of easement created by the provisions of this instrument (i.e. the easement for a potable water distribution system and/or the separate easement for the sanitary sewage system) by executing and recording a release in recordable form. For convenience, such instrument may run to "the owners or owners and parties interested in the Subject Property." Upon the recordation of the release of each such grant of easement, all rights, duties and liabilities hereby created with respect to such easement that is released, shall terminate. The release shall include directions for delivery of the same after recording to the Grantor at his last address given pursuant thereto.

10. GENDER. Wherever appropriate in this Grant of Easement, words importing the masculine gender include the feminine and/or neuter, words importing the feminine gender include the masculine and/or neuter, words importing the neuter including the masculine and/or feminine, words importing the singular number include the plural and words importing the plural number include the singular. All of the Schedules which are attached hereto are expressly made a part hereof.

11. HEADINGS. The headings and captions of the paragraphs herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Grant of Easement.

12. SEVERABILITY. Except with respect to the provisions of Paragraphs 1, 2, 3 and 4 hereof, in the event any article, section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part ("elements") thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument. The Grantor hereto hereby declares that except as herein provided, it would have executed and granted this easement irrespective of the fact that any one or more elements be declared unlawful, unenforceable or ineffective.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Easement to be signed and sealed this ___ day _____, 2000.

GRANTOR:

ANGELINA A. RICHTER

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that Angelina A. Richter, personally known to me as _____, appeared before me this day in person and signed this Grant of Easement as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, _____.

Notary Public

My Commission Expires: _____

SEAL

Property of Cook County Clerk's Office

CONSENT OF LENDER

_____ , being a mortgagee of record in a certain Mortgage dated _____ , and recorded as Document Number _____ , in Cook County, Illinois, hereby consents to the granting by the Grantor to the Grantee of the foregoing Grant of Easement as hereinabove set forth.

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ and _____ of the Village of Barrington, respectively, appeared before me this day in person and severally acknowledged that they signed this Consent of Lender as _____ and _____ of said corporation to be affixed thereto, pursuant to the authority of said corporation as their free and voluntary act, and as the free and voluntary act and consent of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2000.

Notary Public

SEAL

My Commission Expires: _____

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SCHEDULE 1

Legal Description of Subject Property

Lot 3 in Second Addition to the Barrington Hill-Crest Acres, being a subdivision of a portion of the northeast quarter of the northeast quarter of Section 6, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 130 Grace Lane
Barrington, IL 60010

PIN No.: 02-06-200-040

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SCHEDULE 2

Legal Description of Easement Premises

THE NORTHERLY AND WESTERLY 20 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND WEST LINES THEREOF) OF LOT 3 IN SECOND ADDITION TO THE BARRINGTON HILL-CREST ACRES, BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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SCHEDULE 3

Depiction of Easement Premises

Plat of Survey

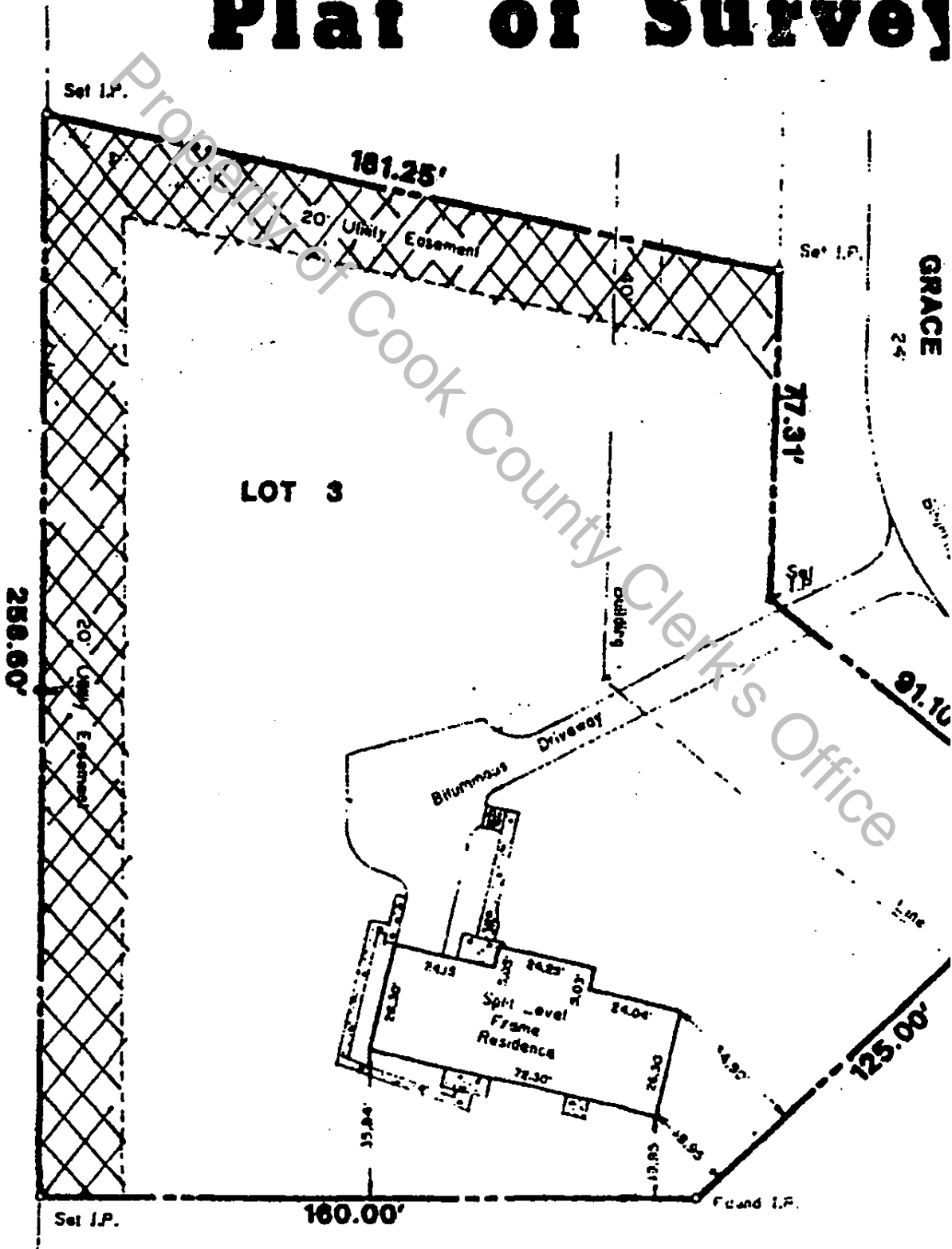


EXHIBIT H

PREPARED BY AND AFTER
RECORDING RETURN TO:
Robert C. Kenny
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street - Suite 1910
Chicago, Illinois 60601

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE OF MUNICIPAL UTILITIES

THIS INTERGOVERNMENTAL AGREEMENT, entered into this _____ day of _____, 2000 by and between the Village of Barrington, an Illinois municipal corporation (the "Village"), and the Township of Palatine, a unit of local government (the "Township"), provides as follows:

This Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

Great Haven, Inc., an Illinois corporation ("Great Haven"), the contract purchaser of 5-acres of land on the north side of Hillside Road (PIN # 02-06-200-083-0000), approximately 90 feet east of Grace Lane Road (the "Property") intends to develop its property with single-family homes within the Village.

Great Haven, along with the legal titleholders of the Property, have petitioned the Village for annexation and subdivision of the Property.

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Pursuant to the subdivision and development of the Property in the Village, the Village has required and Great Haven has agreed to extend the municipal utilities of sanitary sewer and potable water from the current Village limits to the Property.

In order to extend those utilities to the Property, Great Haven must construct or cause a portion of the sanitary sewer and potable water main lines to be constructed in Township right-of-way.

Said rights-of-way include an unimproved portion of Linder Lane located immediately north of the Property, which right-of-way shall become Village right-of-way upon completion of the annexation. In addition, the utilities shall be extended easterly in the improved portion of Linder Lane located north and east of the Property and then into Grace Lane and then run west through Lot 3 of the Second Addition to Barrington Hillcrest Acres Subdivision. An illustration showing the proposed general location of the utilities is attached as Exhibit ___.

Said utility extensions will be constructed by Great Haven pursuant to permits issued by both the Township and Village. Construction shall not commence in the Township right-of-way unless and until both the Township and the Village have issued the required permits for said construction.

The Township shall have the right to inspect the work as it is performed. The Village shall retain primary authority to ensure that the work performed in the right-of-way is performed according to the plans approved by the Village Engineer as well as in accordance with the Township permit. In this regard, the Township shall be entitled to five (5) days notice to the Township Highway Commissioner prior to commencement of any work in the Township right-of-way.

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Upon completion of the improvements, and upon acceptance of the improvements by the Village, said improvements shall be dedicated to the Village by Great Haven and will thereafter be the responsibility of the Village to maintain.

In order to provide for right to install and maintain the appropriate water and sanitary sewer facilities in Palatine's right-of-way, Palatine hereby grants to the Village and its successors and assigns the following rights:

A separate perpetual and nonexclusive right to lay, install, construct, reconstruct, renew, inspect, maintain, operate, repair, alter, replace, move, remove and service pipes, conduits, wires, and any other equipment, structures and appurtenances thereto which in the Village's reasonable discretion is or are necessary or advisable for the proper operation of (a) a potable water distribution system, and (b) a sanitary sewer system, all of such improvements to be installed under, through (but beneath) and beneath the surface of those portions of Palatine's right-of-way herein crosshatched and designated therefor on Exhibit _____.

Subject to the prior consent of Palatine, the Village and its Successors and Assigns and each of them shall have the, following rights of use of the surface of those portions of Palatine's rights of way above the place where the utility facilities will be installed and maintained and on other portions of the rights of way as hereinafter provided:

the right of ingress and egress and passage of pedestrians, vehicles and construction materials and equipment upon, over and across the surface of the rights of way and such other real estate owned by Palatine, now adjacent to the place where the utility facilities will be installed and maintained from and to the nearest means of access to a public way and the further right to use such areas for storage and use of construction materials and equipment, and for parking of

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vehicles and construction equipment during any time from time to time, that the utility facilities are being constructed, reconstructed, renewed, altered, serviced, installed, removed, repaired, relocated, replaced, maintained any and all components, equipment, structures and/or appurtenances thereto which in the Village's sole discretion is or are necessary or advisable for the proper operation of a complete potable water distribution system and a complete and separate sanitary sewage system during the time of set-up operations before, and clean-up operations after any such activity. After any such activities, the Village, at its sole, cost and expense, shall restore the area so used to at least as good a condition as before such use.

The District agrees that during the term of this Agreement, it will provide the same level of maintenance and service on the Township roads after construction and restoration is completed as it currently provides.

The term of this Agreement shall be for as long as the utilities remain in the Township's right-of-way.

Prior to the commencement of any construction on the water and sanitary sewer facilities, Great Haven, at no cost to the Village or the Township shall be required to provide evidence of insurance naming the Village and the Township and their respective elected and appointed officers, officials, employees and volunteers as insured parties and provide an indemnity and hold harmless agreement, all pursuant to the provisions of Exhibit __ Village of Barrington Public Works Department Contractors Insurance Requirements.

Upon completion of construction of all utilities and restoration by Great Have, all expense of maintaining the roadway surface and any and all expense connected with the roadway surface

is to be supplied by the Township and shall be the sole responsibility of the Township.

Upon completion of construction of the utilities and restoration, all expenses of maintaining the underground utilities, including any repairs and restoration resulting from said maintenance is to be supplied by the Village and shall be the sole responsibility of the Village.

The Township agrees to hold the Village harmless and to indemnify and defend the Village with respect to any and all causes of action which arise out of or relate to any acts or omissions on the part of the Township. The Village likewise agrees to hold the Township harmless and to indemnify and defend the Township with respect to any and all claims or causes of action which arise out of or relate to any acts or omissions on the part of the Village. Neither party shall be obligated to indemnify or hold the other harmless as to any claims or causes of action which arise out of or relate to the acts or omissions of the other party.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

VILLAGE:

Village of Barrington, an Illinois municipal Corporation in Cook and Lake Counties

By: _____
Name: _____
Its: _____

ATTEST:

Its: _____

TOWNSHIP:

Township of Palatine, a unit local government

By: _____
Name: _____
Its: _____

ATTEST:

Its: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon his/her oath acknowledged himself/herself to be the _____ of the Village of Barrington, an Illinois municipal corporation, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same.

Witness my hand and official seal on the _____ day of _____, 2000

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

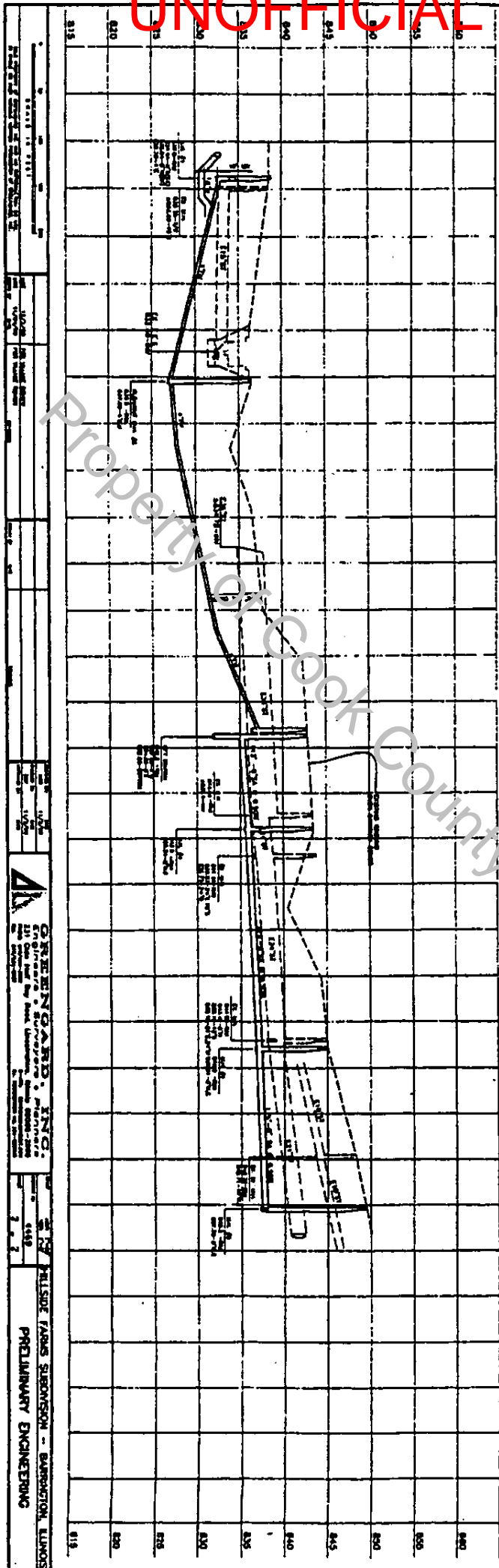
Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who, upon his/her oath acknowledged himself/herself to be the _____ of the Township of Palatine, a unit local government, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same.

Witness my hand and official seal on the _____ day of _____, 2000

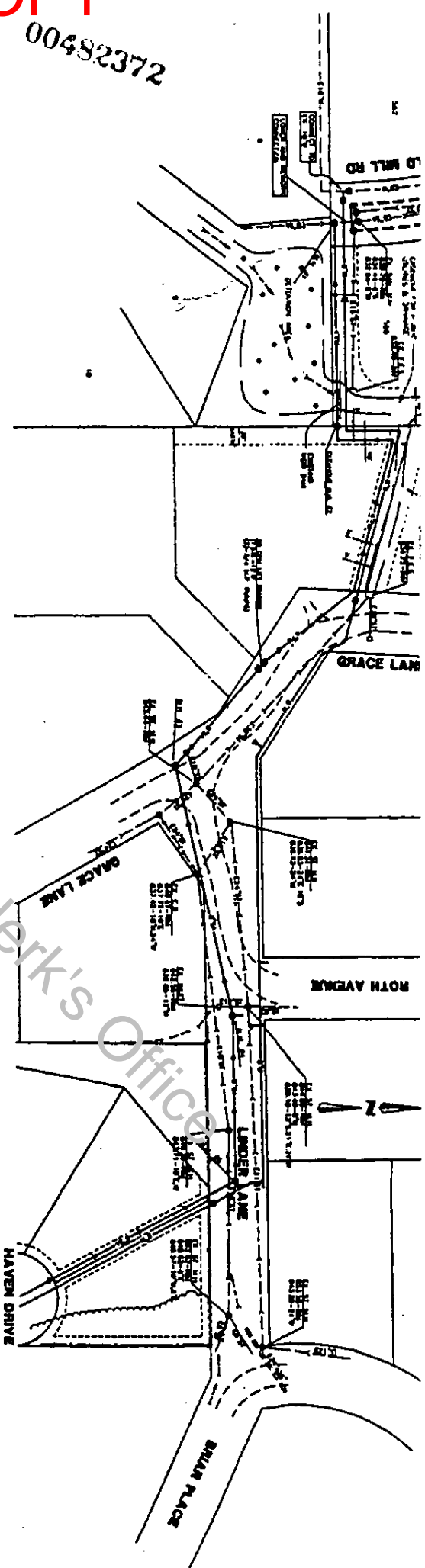
Notary Public

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Property of Cook County Clerk's Office



GREENGARD, INC.
 ENGINEERS & ARCHITECTS
 1110 N. LAUREL ST. CHICAGO, ILL. 60610
 PRELIMINARY ENGINEERING

VILLAGE OF BARRINGTON
PUBLIC WORKS DEPARTMENT

CONTRACTORS INSURANCE REQUIREMENTS

- A. The Contractor shall submit with the Bid/Proposal a Certificate of Insurance showing the following limits:

| | | |
|-------------------------------|----------------------------|--------------------------------------|
| Workers' Compensation | (As required by State Law) | Statutory Limits |
| Employees' Liability | \$ 500,000 | Per Accident |
| Commercial General Liability | \$1,000,000 | Combined single limit/per occurrence |
| | \$2,000,000 | Aggregate |
| | \$2,000,000 | Excess liability |
| Business Automobile Liability | \$1,000,000 | Combined single/per Accident |

- B. On the Certificate of Insurance, under the description of operation, location, vehicles, restrictions, special items the following wording is required:

"No endorsements or additional forms modify or limit the coverage provided to the additional insured. Coverage is afforded on a Primary basis for Additional insured."

The Certificate Holder shall be worded as follows:

Additional Insured: Village of Barrington, 1301 South Grove Avenue, Suite #200, as an additional insured, together with its officers, agents, employees, and volunteers. See Exhibit "A" attached.

- C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the member.

- D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than B+:VII and licensed to do business in the State of Illinois.

- E. Verification of Coverage

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees, and volunteers as additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may

be on forms provided by the member and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit B) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit B). The member reserves the right to request full certified copies of the insurance policies and endorsements.

F. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Indemnity Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its agents or employees, the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, and employees as herein provided.

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name Insured:
Policy Number:
Policy Period:

This endorsement modifies coverage proved under the following:

Commercial General Liability
Coverage Part

Name of Individuals of Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization show above, but only with respect to liability arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

AGORD. CERTIFICATE OF INSURANCE

PRODUCER
Fully Completed

CODE _____ SUBCODE _____

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

ISSUE DATE (MM/DD/YY) _____
Date of Issue

COMPANIES AFFORDING COVERAGE

| | |
|------------------|---------------------------|
| COMPANY LETTER A | Name of Insurance Company |
| COMPANY LETTER B | Name of Insurance Company |
| COMPANY LETTER C | Name of Insurance Company |
| COMPANY LETTER D | Name of Insurance Company |
| COMPANY LETTER E | Name of Insurance Company |

INSURED
Fully Completed

COVERAGES
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| LB LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL LIMITS (\$) |
|--------|---|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY CG0001 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT. | Policy Number | Policy Start Date | Policy End Date | GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MEDICAL EXPENSE (Any one person) \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO CA0001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> MIXED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY | Policy Number | Policy Start Date | Policy End Date | COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$ |
| C | EXCESS LIABILITY <input checked="" type="checkbox"/> (if requested) OTHER THAN UMBRELLA FORM | if requested | " | " | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 |
| D | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | Policy Number | " | " | STATUTORY EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$ |
| | OTHER Professional Liability (if requested) | | | | |

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, RESTRICTIONS/SPECIAL ITEMS
 no endorsements or additional forms modify or limit the coverage provided to the additional insured. Coverage is afforded on a Primary Basis for additional insured.

CERTIFICATE HOLDER:
 additional Insured:
 VILLAGE OF BARRINGTON
 301 South Grove Ave. Ste. #200
 Barrington, IL 60010
 is an additional insured, together with its officers, agents, and employees

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO IT LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

 6 Authorized Signature