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02-06-200-083

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 24th day of March, 2000 by and between the Village of Barrington, an Illinois Municipal corporation (the "Village"), and the Palatine Township Road District, a unit of local government (the "District"), 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.

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 District rights-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 westerly in the improved portion of Linder Lane located north and west 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 "A".

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

The District 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 and the Township Highway Commissioner. In this regard, the District and all adjacent property owners shall be given five (5) days notice prior to commencement of any work in the District right-of-way. The Village agrees not to release the bond or other security posted by Great Haven or its contractor(s) without the District's consent.

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 the District's right-of-way, the District 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 the District's right-of-way herein crosshatched and designated therefor on Exhibit "B".

Subject to the prior consent of the District, 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 the District'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 District, 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 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 District's 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 District'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 District shall be required to provide evidence of insurance naming the Village and the District 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 "C", Village of Barrington Public Works Department Contractors Insurance Requirements. In no event shall liability insurance be in

an amount less than five (5) million dollars for bodily injury.

Upon completion of construction of all utilities and restoration by Great Haven, all expense of maintaining the roadway surface and any and all expense connected with the roadway surface is to be supplied by the District and shall be the sole responsibility of the District, provided however, Village will require Great Haven to provide the District with a one (1) year maintenance bond covering all restoration work .

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 District 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 District. The Village likewise agrees to hold the District harmless and to indemnify and defend the District 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.

[SIGNATURES APPEAR ON NEXT PAGE]

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

VILLAGE:

Village of Barrington, an Illinois municipal corporation

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

DISTRICT:

Palatine Township Road District, a unit of local government

By: [Signature]
Name: JOHN D. POWERS
Its: Highway Comm.

ATTEST:

[Signature]
Its: Village Clerk

ATTEST:

[Signature]
Its: Deputy Clerk

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
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)
COUNTY OF Cook)

Before me, LAURA TANIS, a Notary Public within and for the State and County aforesaid, personally appeared JOHN POWERS, with whom I am personally acquainted and who, upon his/her oath acknowledged himself/herself to be the COMMISSIONER of the Palatine Township Road District, a unit local government, and that he/she as such 1st COMMISSIONER 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 24 day of MARCH, 2000

Laura Tanis
Notary Public

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