

CERTIFICATE OF VILLAGE CLERK  
OF THE VILLAGE OF INVERNESS,  
COOK COUNTY, ILLINOIS

UNOFFICIAL COPY 00103070

2974/0004 39 005 Page 1 of 57  
2000-02-10 10:41:59  
Cook County Recorder 133.50



I HEREBY CERTIFY that I am the Village Clerk of the Village of Inverness, in the County of Cook 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 Resolution attached hereto and made a part hereof is a true and correct copy of the original Resolution hereinafter described which copy was taken from and carefully compared with the original Resolution entitled:

A RESOLUTION APPROVING  
"A SECOND AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF BARRINGTON AND  
THE VILLAGE OF INVERNESS TO PROVIDE  
WATER AND SANITARY SEWER SERVICES  
TO CERTAIN PROPERTIES WITHIN OR TO  
BE ANNEXED TO THE VILLAGE OF INVERNESS"


which was passed by the Board of Trustees of said Village at a duly called regular or special meeting held in the Village of Inverness on the 8 day of February, 2000 and deposited and filed in the Office of the Clerk of said Village on said date and duly approved by the President and recorded by me in the Record of Resolutions of said Village as Resolution No. 2000471.

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS

I further certify that a quorum was present at said meeting and said Resolution 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 Resolution is in the records of said Village on file in my office for safekeeping and that said Resolution has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Village this 8 day of February, 2000.

  
Patricia Ledvina  
Village Clerk, Village of Inverness

(Seal)

After recording, please return to:

Mr. James P. Bateman  
Law Offices of James P. Bateman, Ltd.  
5051 Shoreline Road  
Barrington, IL 60010  
Telephone (847) 381-7840



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88

A RESOLUTION APPROVING

"A SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BARRINGTON AND THE VILLAGE OF INVERNESS  
TO PROVIDE WATER AND SANITARY SEWER SERVICES  
TO CERTAIN PROPERTIES WITHIN OR TO BE ANNEXED TO  
THE VILLAGE OF INVERNESS"

WHEREAS, it is in the best interests of the Village of Inverness that a "Second Amended and Restated Intergovernmental Agreement Between the Village of Barrington and the Village of Inverness to Provide Water and Sanitary Sewer Services to Certain Properties Within or to be Annexed to the Village of Inverness" ("said Second Amended and Restated Agreement") be approved and in effect; and

WHEREAS, the Village of Inverness desires to approve said Second Amended and Restated Agreement:

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Inverness, Cook County, Illinois, as follows:

SECTION 1: The aforesaid "Second Amended and Restated Intergovernmental Agreement Between the Village of Barrington and the Village of Inverness to Provide Water and Sanitary Sewer Services to Certain Properties Within or to be Annexed to the Village of Inverness" with the Village of Barrington, in substantially the form attached hereto as Exhibit 1 and thereby made a part hereof, is hereby approved and adopted.

SECTION 2: The President and the Village Clerk of the Village of Inverness are hereby authorized to execute said Second Amended and Restated Agreement in substantially the form attached hereto.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

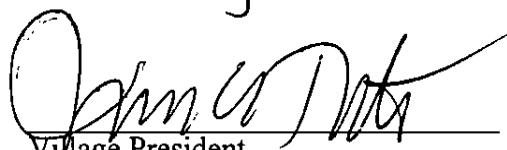
Presented, read and passed by the President and Board of Trustees of the Village of Inverness, Cook County, Illinois, on a roll call vote at a regular or special meeting of the Board of

Trustees on the 8 day of February, 2000, and deposited and filed in the Office of the Clerk of said Village on said date.

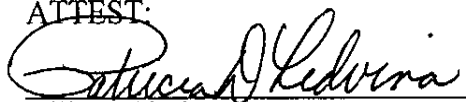
## ROLL CALL VOTE:

YEAS: Fleming, Neal, Post, Gallagher, Ryan, PolkNAYS: NONEABSENT: NONEABSTAIN: NONE

APPROVED by the Village President of the Village of Inverness,  
Cook County, Illinois, this 8 day of February, 2000.

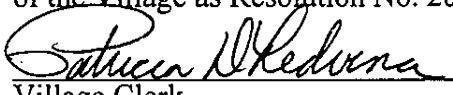
  
Village President  
Village of Inverness

## ATTEST:

  
Village Clerk,  
Village of Inverness

Recorded in the Record of Resolutions  
of the Village as Resolution No. 2000-

471

  
Village Clerk,  
Village of Inverness

SECOND AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BARRINGTON  
AND THE VILLAGE OF INVERNESS TO  
PROVIDE WATER AND SANITARY SEWER  
SERVICES TO CERTAIN PROPERTIES  
WITHIN OR TO BE ANNEXED TO  
THE VILLAGE OF INVERNESS

WHEREAS, units of local government are  
authorized by Article VII, Section 10 of the Constitu-  
tion of Illinois to enter into agreements among them-  
selves to:

" . . . obtain or share services and to  
exercise, combine, or transfer any  
power or function, in any manner not  
prohibited by law or ordinance . . .  
participating units of government may  
use their credit, revenues, and any other  
resources to pay costs and to service  
debt related to intergovernmental activi-  
ties."

; and

WHEREAS, intergovernmental agreements relative to water and sanitary sewer services are further  
authorized by the Illinois Municipal Code; and

WHEREAS, the Village of Barrington (hereinafter referred to as "Barrington"), Cook and Lake  
Counties, Illinois, and the Village of Inverness (hereinafter referred to as "Inverness"), Cook County, Illinois,  
have previously entered into an Intergovernmental Agreement Between the Village of Barrington and the  
Village of Inverness to provide water and sanitary sewer services to certain property to be annexed to the  
Village of Inverness dated February 27, 1982 (the "Original Agreement"); and

WHEREAS, Barrington and Inverness have previously entered into an Amended and Restated  
Intergovernmental Agreement Between the Village of Barrington and the Village of Inverness to Provide

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Prepared by, and after recording, please return to:

James P. Bateman  
Law Offices of James P. Bateman, Ltd  
5051 Shoreline Road  
Barrington, IL 60010  
Telephone: (847) 381-7840

7-11960  
12/9/99  
01/14/2000

Water and Sanitary Sewer Services to Certain Property to be Annexed to the Village of Inverness Dated February 13, 1995 ("the First Amended and Restated Agreement"); and

WHEREAS, Barrington and Inverness have authorized, by resolutions of their respective corporate authorities, the execution of this Agreement (the "Second Amended and Restated Agreement"), as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois, and the Intergovernmental Cooperation Act, and their authority to enter into intergovernmental agreements relative to water and sanitary sewer services pursuant to the Illinois Municipal Code; and

WHEREAS, it is of mutual benefit to Barrington and Inverness and their respective residents that the said Original Agreement and the First Amended and Restated Agreement be further amended and restated as hereinafter provided:

NOW THEREFORE, in consideration of the mutual promises contained herein and in further consideration of the recitals hereinabove set forth, it is hereby agreed between Barrington and Inverness as follows:

I. BARRINGTON AGREES:

1. To sell water and sanitary sewer services, including sewage treatment, at the rates and user charges set forth and in accordance with all of the other terms and conditions of this Second Amended and Restated Agreement, to the respective owners, from time to time, of the properties (a) within the "DiMucci Property" as legally described on Exhibit A (attached hereto and thereby made a part hereof), (b) within the "Glencrest Unit III and Alex Properties" as legally described on Exhibit B (attached hereto and thereby made a part hereof), (c) within the "Additional Territory" as legally described on Exhibit C (attached hereto and thereby made a part hereof), (d) within the Carmelite Property as legally described on Exhibit D (attached hereto and thereby made a part hereof), if Inverness makes a request for such services for the Carmelite Property, and if Barrington has the capacity to provide the same (or either of such services) or Barrington does not require the capacity of such services (or either of them) to serve the needs of Barrington, and (e) and the Jung Property as identified and legally described on Exhibit F attached hereto and thereby made a part hereof. The parties agree that user charges for such water and sanitary sewer service to persons

outside the Barrington corporate limits and within the Inverness corporate limits shall be two (2) times the rate charged from time to time to residents of Barrington as provided in the applicable provisions of the Barrington Village Code, provided, however, the user charges for the water and sanitary sewer services charged within the corporate limits of Inverness shall be one and one-half (1.5) times the rate charged to Barrington residents as provided for in the Barrington Village Code effective with the first quarterly billing (and on all billings thereafter) following the issuance of the tenth building permit for a dwelling unit to be constructed on the Jung Property. In addition, such tap-on and connection charges as may be provided from time to time in the Barrington Village Code shall also apply, provided such tap-on and connection charges shall be the same for residents of Barrington and Inverness, except as provided in Paragraph 3 below.

2. To allow connection to Barrington's existing watermain in Dundee Road for extension to serve the DiMucci Property and to allow connection to water mains now dedicated or to be accepted for dedication by Barrington at locations approved by Barrington to serve the Glencrest Unit III and Alex Properties, as identified on Exhibit B and the Additional Territory, as identified on Exhibit C. The DiMucci Property, the Glencrest Unit III and Alex Properties, the Additional Territory, the Carmelite Property as identified on Exhibit D, and the Jung Property as identified on Exhibit F, are all hereinafter collectively referred to as the "Subject Territory".
3. In order to provide for a contribution of an equitable and proportionate share of all of the cost of improvements required to the Barrington Water Distribution and Sanitary Sewage Collection Systems, in order to serve the Glencrest Unit III and Alex Properties, the Additional Territory, and the Jung Property, including but not limited to all legal, property acquisition, engineering and construction costs for pumping and distribution system improvements, a third elevated water storage facility, improvements required to the Cornell Avenue Sanitary Sewage Lift Station, repair and/or reconstruction and/or improvements to the sewer main extending from said Lift Station to the Village of Barrington wastewater treatment plant, and the Cornell Avenue Water Pumping Station, Inverness shall cause:

- (A) Each owner of property within the Glencrest Unit III and Alex Properties as described on Exhibit B and within the Additional Territory as described on Exhibit C to pay to Barrington after approval of final engineering plans by Barrington and Inverness and prior to execution of the final plat for the development by Inverness, an aggregate sum equal to Three Thousand Eight Hundred Seventy Five and 00/100's Dollars (\$3,875.00) for each dwelling unit proposed to be built in the development. Inverness shall cause such amount to be contributed by each such developer within the Glencrest Unit III and Alex Properties and within the Additional Territory as a condition precedent to connection of each such development to the Barrington Water Distribution and Sanitary Sewage Collection Systems and prior to execution of the final plat for each such development by the Village of Inverness. In the event that a third water tower (or another improvement which would have the effect of increasing water pressure similar to the effect that the construction of a water tower would have) is not constructed within ten (10) years from the date such aggregate sum was paid to Barrington for any such development within the Subject Territory (other than the DiMucci Property), then, and only in such event, the following shall be applicable:

Barrington shall refund to the party or parties who paid such contribution, an amount equal to forty percent (40%) of such contribution, provided, however, in no event shall the aggregate amount refunded by Barrington pursuant to this provision exceed One Hundred Thousand Dollars (\$100,000.00). [NOTE: The parties acknowledge that a third water tower has now been constructed in the vicinity of Barrington Road and Dundee Road within the Village of Barrington, and, therefore, the above refund provisions will not be applicable.]

The aggregate cost of the improvements required to be made to the Barrington Water Distribution and Sanitary Sewer Collection Systems has been estimated and divided by the aggregate number of dwellings that may be constructed on the applicable properties. Because the actual number of lots upon which dwellings may be



constructed may differ from the number upon which the aggregate sum of Three Thousand Eight Hundred Seventy-Five Dollars (\$3,875.00) per lot was initially determined, notwithstanding anything contained in this Second Amended and Restated Agreement to the contrary, the following shall be applicable with respect to the amount that each such developer shall be required to contribute as herein provided:

Inverness shall cause the developer of each of the following listed territories to contribute an aggregate sum equal to Three Thousand Eight Hundred Seventy-Five Dollars (\$3,875.00) multiplied by the greater of the actual number of dwelling units approved by Inverness for each such development or the number of units set forth below opposite the name of each such development:

Name of Development	Number of Dwelling Units
Sanctuary Uni. II	35*
Glencrest Uni. III	31*
Alex	3
Carmelite	Undetermined

\* Already paid by the respective developer

All such payments shall be deposited in the Village of Barrington Water and Sewer Utility Fund and shall be expended for any water and/or sewer related purposes.

Furthermore, if the applicable amount as calculated above for any one or more of the foregoing properties has not been paid to Barrington within five (5) years of the date of the First Amended and Restated Agreement, then Barrington and Inverness shall agree upon a new and higher aggregate amount to be contributed for the cost per dwelling unit to pay a proportionate share of the costs of the aforesaid improvements, which shall be applicable to those developers which do not pay the above calculated amount for their respective development within said five (5) year period.

- (B) That in lieu of payment of the above amounts, the developer of the Jung Property shall pay an additional per dwelling unit water and sewer system capital improve-



ments contribution of \$3,000 as follows: Inverness shall cause an aggregate sum equal to Three Thousand and 00/100's Dollars (\$3,000.00) to be contributed by each such applicant for a building permit for a dwelling unit on the Jung Property prior to or at the time of issuance of the initial occupancy permit for such dwelling unit as a condition precedent to the issuance of each such occupancy permit (regardless of whether the initial occupancy permit is a final or a temporary one). Collateral or security reasonably acceptable to the Village of Barrington for the outstanding amount owed (\$3,000 x remaining dwelling units to be occupied within the development on the Jung Property) shall be required, and the balance of the balance owed shall, in any event, be due within six (6) years from the date of this Second Amended and Restated Agreement. In consideration for the foregoing per dwelling unit charges, any improvements to the existing water and sewer system related to the Jung Property Development deemed necessary by the Village of Barrington shall be the responsibility of the Village of Barrington.

- (C) Notwithstanding the otherwise applicable provisions of the Barrington Village Code, as they may exist from time to time, and the other provisions of this Second Amended and Restated Agreement, each applicant for a building permit for each dwelling unit on the Jung Property shall also pay as tap-on fees and connection charges for sewer and water service based on a minimum meter size of one inch (1"). Such tap-on fees and connection charges for this development shall be based on the fees in effect on December 1, 1999 a listing of which is attached hereto as Exhibit G. All such tap-on fees and connection charges applicable to a particular building shall be paid as a condition precedent to the issuance by the Village of Inverness of the building permit for that dwelling unit. All such payments shall be deposited in the Village of Barrington Water and Sewer Utility Fund and shall be expended for any water and/or sewer related purposes.

4. To allow the connection of sanitary sewers to its existing lift station at Cornell Avenue and Barrington Road to serve the Subject Territory, and to allow the connection of sanitary

sewers to serve the Jung Property development to the Barrington Sewage Collection System at a location mutually agreed upon by Barrington and the developer of the Jung Property , and to allow the connection of the water to serve the Jung Property development to the Barrington Water Distribution System at a location mutually agreed upon by Barrington and the developer of the Jung Property, provided, however, as a condition precedent to connection of the Jung Property to the Barrington Water Distribution and Sewage Collection Systems, the developer of the Jung Property shall provide an emergency looped connection for the water system serving that development by connection to the Village of Hoffman Estates Water Distribution System, or an alternative plan reasonably acceptable to Barrington.

5. To provide necessary review and inspectional services in the same manner and at the same level as in the case of property within the Village of Barrington, to require that the respective developers' installation of the water and sanitary sewer service facilities within the Subject Territory will be in compliance with the Barrington Village Code and other applicable ordinances.
6. To provide water meters and inspectional services to each user of the water and sanitary sewer service facilities herein contemplated within the Subject Territory at the costs provided from time to time in the Barrington Village Code.
7. To perform the required plumbing inspections within the Subject Territory relative to sewer and water service connections.
8. To provide such quantities of water as necessary for flushing and chlorination of new watermains within each development within the Subject Territory on each occasion which such services are required for a fixed fee of \$3,000.00 per development having 100 dwelling units or less, and \$5,000.00 per development having more than 100 dwelling units, payable in advance.
9. In the event any development within the Glencrest Unit III, Alex Properties, the Additional Territory, and the Jung Property, is required to install a looped extension of the Barrington Water Distribution System to provide a potable water supply within such development prior

to connection of such development to the Barrington Water Distribution System, such system shall only be constructed pursuant to final engineering plans and specifications approved in advance by Barrington, and Barrington agrees to accept an offer of dedication of such distribution and supply system following the completion of construction and performance testing of all such necessary supply and/or distribution system improvements, provided that the developer has provided a performance guarantee approved as to form and amount by both Villages for the completion of such looping connections, and provided, further, that Barrington in its reasonable discretion has determined that such facilities have been constructed and installed in compliance with all of Barrington's applicable ordinances.

10. Barrington shall assume title to and accept responsibility for the operation, maintenance and repair of all water and sanitary sewer facilities constructed in accordance with applicable ordinances within the Subject Territory which are within the public right-of-way or within dedicated public easements upon approval and acceptance by Barrington of such facilities. Barrington, in its reasonable discretion, shall determine when compliance with its applicable ordinances has occurred and shall accordingly determine when it shall approve and accept offers of dedications as herein provided.

## II. INVERNESS AGREES:

1. To cooperate with Barrington to secure compliance by developers within the Subject Territory with the terms of this Second Amended and Restated Agreement.
2. To cooperate with Barrington in enforcing all federal and state laws and local ordinances and regulations relating to water and sanitary sewer service and facilities, including, where necessary, the adoption of local ordinances identical to those of Barrington which relate to such matters.
3. To prohibit unmetered use of water within the Subject Territory except for fire suppression purposes or as otherwise permitted by Barrington.
4. To issue occupancy permits within the Subject Territory only if the building for which such permits are requested is served by Barrington water and sanitary sewer facilities providing that such services have not been denied by Barrington.

5. To require that the plumbing for all buildings shall comply with state and local plumbing codes at costs described in the Barrington Village Code.
6. To act as Barrington's agent in those matters requiring such representation.
7. To transfer, in a non-exclusive manner, the statutory powers of Inverness relative to making rules and regulations for water and sanitary sewer services and facilities within the Subject Territory, excluding the power to levy any general or special taxes.
8. To require by all annexation agreements for the Subject Territory the establishment of a special service area or areas for those areas within the Subject Territory that are to be provided with such water and sanitary sewer services from Barrington before each of such properties is connected to the Barrington Water Distribution and Sanitary Sewage Collection Systems in order to permit Inverness to levy such taxes as may from time to time be necessary for the operation, maintenance, reconstruction or rehabilitation of the water and sanitary sewer facilities serving such areas. Such special service area or areas shall be authorized to levy at a maximum rate of 2% per annum of the assessed value, as equalized, to be levied against the real property included in the special service area(s) provided, however, that no levy shall be required unless a certificate of occupancy has been issued within the Subject Territory.
9. Because some of the properties within the Subject Territory have already been annexed to Inverness by procedures which did not include the negotiation and execution of annexation agreements, other methods must be provided by which Inverness will establish special service area(s) in those areas of the Subject Territory which are not subject to annexation agreements or which were subject to annexation agreements whose terms have expired or are not applicable. Accordingly, in such event, Inverness agrees to legislate as applicable to establish special service areas as herein provided. Barrington shall have no obligations pursuant to this Second Amended and Restated Agreement to provide municipal water and sanitary sewer facilities and services to any development if, for any reason whatsoever, a special service area has not been or will not be established in any part of that development which is within the Subject Territory within the appropriate time.

## III. IT IS MUTUALLY AGREED THAT:

1. All water and sanitary sewer service facilities within the Subject Territory shall be required to be designed and constructed to such standards and specifications as set forth in the Barrington Village Code and other applicable ordinances and adopted policies of Barrington and shall further be subject to review and approval by the Village Manager of Barrington as hereinafter provided.
2. Each developer or builder within the Subject Territory shall be required to secure all permits and pay all applicable fees necessary for the construction of their respective portions of the water and sanitary sewer facilities contemplated.
3. Each developer within the Subject Territory shall be required to establish a cash escrow account in the amount of \$5,000 with Barrington to provide for the reimbursement to Barrington for all staff and outside consultants' costs and fees, including but not limited to any attorneys' fees and environmental experts' costs and fees required to review and approve the engineering plans and specifications for the water and sanitary sewer service facilities herein contemplated, and for inspections thereof. Charges will be made to the account for actual time spent by various staff members in connection with each such review, approval and inspections. The rates charged for such review and approval shall be the rate then in effect specified in the applicable provisions of the Barrington ordinances, provided, however, if no such rate(s) is specified, then an amount equal to two (2) times the hourly rate then in effect shall be used in order to reimburse Barrington for all of its costs incurred for such person's salary and benefits that Barrington must provide. In the event such account becomes substantially depleted during the pendency of its development, such developer shall be required to make additional deposits in such amounts as determined by Barrington to cover future expenses. Upon completion and acceptance by Barrington of all of the required facilities which constitute the complete and entire water and sanitary sewer service facilities which are part of such development, any funds remaining on deposit will be returned to such developers. In addition to the above reimbursement obligations, the developer of the Jung Property shall reimburse the Village of Barrington for the costs and expenses (except for the

cost for staff time) incurred by Barrington with respect to the negotiations, preparation and implementation of this Amended and Restated Agreement not to exceed Five Thousand and 00/100's Dollars (\$5,000.00).

4. Each developer within the Subject Territory shall be required to construct, at its own expense, the water and sanitary sewer service facilities relating to its development, provided, however, that each such developer may request appropriate recapture ordinances for all such facilities with respect to other properties. The costs relating to the extension of water and sewer facilities to serve the Jung Property to be paid by that developer shall include, but not be limited to, all costs relating to the acquisition of easements, engineering review fees, design, inspection, and contractor costs, the cost of water meters, and all costs attendant to an emergency loop connection to the Village of Hoffman Estates Water System (or such other alternative emergency water source as may be acceptable to Barrington).
5. The use, operation and maintenance of all water and sanitary sewer facilities constructed within the Subject Territory pursuant to this Second Amended and Restated Agreement shall be subject to all rules and regulations contained in the Barrington Village Code and other applicable ordinances of said village.
6. The development of any of the properties within the Subject Territory may take place in phases provided, however, that water and sanitary sewer service facilities for each development in its entirety must be designed, reviewed and approved prior to commencement of any construction thereon; and provided that each of the following conditions are met:
  - (1) The construction of the initial phase shall commence within twelve (12) months of the date of approval by the Barrington Village Manager of the final engineering plans and specifications for such facilities, and the issuance of written authorization to proceed with construction from said Village Manager;
  - (2) An irrevocable letter of credit in an amount sufficient to cover 125% of the estimated cost to complete the water and sanitary sewer service facilities required within the current phase of the development plus such other water and sanitary sewer service facilities for the entire development which are necessary and required for the proper



operation and functioning of that initial phase, shall be deposited with Barrington, with such letter of credit to be in an amount approved by the Barrington Village Manager and in a form approved by the Barrington Village Attorney.

7. No wells or individual sewage disposal systems (septic systems) shall be constructed or maintained within any area for which water and sanitary sewer services are provided pursuant to this Second Amended and Restated Agreement, except as may be authorized by mutual agreement of Barrington and Inverness.
8. Inverness shall include the applicable provisions of this Second Amended and Restated Agreement (a) in any annexation agreement it hereafter approves relating to the Subject Territory, (b) in any special use ordinance hereafter adopted relating to any property within the Subject Territory for which Barrington is requested by Inverness to provide water and sanitary sewer services, or (c) by any other appropriate, lawful and binding method.
9. This Second Amended and Restated Agreement shall be recorded with the Recorder of Cook County, Illinois.
10. Prior to making any connection to the Barrington Water Distribution and Sanitary Sewage Collection Systems or to such facilities as may later be dedicated to Barrington, each developer or builder shall agree to and shall pay to Barrington those tap-on fees and connection charges required and provided by the Barrington Village Code in effect at the time of each such connection, except each builder or developer of the Jung Property which applied for a building permit shall pay those tap-on and connection charges as specified in sub-paragraphs (I)(3)(B) and (C) hereof. Except as may be approved by both Barrington and Inverness, no developer within the Subject Territory shall be permitted to connect to the Barrington Sanitary Sewage Collection System without also connecting to the Barrington Water Distribution System and no developer within the Subject Territory shall be permitted to connect to the Barrington Water Distribution System without also connecting to the Barrington Sanitary Sewage Collection System. Each such developer shall also pay or agree to pay such recapture charges as may then be applicable at such time as provided for in the



applicable recapture ordinances. Tap-on fees and connection charges shall be paid at the time building permits are obtained.

11. It is now contemplated that the Subject Territory will be developed as separate developments as follows:

- (1) The DiMucci property;
- (2) Glencrest Unit III and the Alex Property;
- (3) The Sanctuary Unit II;
- (4) The Carmelite Property; and
- (5) The Jung Property.

Each of those properties are identified and legally described on Exhibits A, B, C, D and F, respectively, provided, however, that each development's facilities shall be designed to be of adequate size and capacity so as to provide service to the other properties not then developed. Barrington and Inverness agree that the property commonly known as the "Carmelite Property" as described on Exhibit D attached hereto and thereby made a part hereof comprises territory which upon the written request of the corporate authorities of Inverness, shall be included as property for which Barrington shall, subject to the rates, user charges and all of the other applicable terms and provisions hereof, provide municipal water and sanitary sewer facilities and services, provided, however, Inverness shall have no obligation to make such request, and Barrington shall not provide service from its Water Distribution and Sanitary Sewage Collection Systems for such property absent such request.

12. All water and sanitary sewer facilities constructed shall be required to be of such design that such facilities can be further extended to serve other properties to be served pursuant to this Second Amended and Restated Agreement.
13. The decision of the Barrington Village Manager based upon the Barrington Village Code, other applicable ordinances and where applicable, generally accepted engineering practices shall be final as to all matters relating to water and sanitary sewer facilities to be constructed pursuant to this Second Amended and Restated Agreement, including engineering design criteria, inspections, approval of plans and specifications, materials and final acceptance thereof. Whenever for a particular item there are no specific design or construction standards

- contained in the Barrington Village Code, then the standards adopted by the appropriate state agency or professional organization shall serve as a guideline with respect to such matters.
14. The user charges for the water and sanitary sewer services to be provided under and pursuant to this Second Amended and Restated Agreement shall be two (2) times that rate as charged to Barrington residents as provided in the Barrington Village Code from time to time provided, however, the user charges for the water and sanitary sewer services charged within the corporate limits of Inverness shall be one and one-half (1.5) times the rate charged to Barrington residents as provided for in the Barrington Village Code effective with the first quarterly billing (and on all billings thereafter) following the issuance of the tenth building permit for a dwelling unit to be constructed on the Jung Property.
  15. All structures proposed for the DiMucci property having an estimated floor elevation higher than 900.00 USGS shall be provided with in-line booster pumps for water service.
  16. There shall be a minimum of two separate connections to the Barrington water system from each development within the Subject Territory to be served by said system, or an alternate plan reasonably acceptable to Barrington.
  17. No deadend watermains will be allowed.
  18. No cost for the construction of any of the water and sanitary sewer facilities shall be borne by Barrington, it being the intention that all such costs shall be paid by the respective developers of the properties within the Subject Territory directly or from security provided to Barrington and/or Inverness for such purpose.
  19. All sanitary sewer mains shall be eight (8) inches or more in diameter.
  20. All water mains hereinafter installed shall be a minimum of class 52 ductile iron pipe or other equivalent strength materials as approved by Barrington with a minimum eight inches (8") diameter.
  21. At no cost to Barrington and Inverness, soil boring tests shall be performed and analyzed by a professional soils testing firm and taken at a minimum depth of fifteen (15) feet. The results of such tests and analysis shall be submitted to both villages in order to indicate the types of soil to be encountered throughout the development and Barrington may require

developers, at their sole cost and expense, to provide such additional soil testing as may be necessary for specific isolated areas which may contain soils which would have an adverse effect on the installation or future maintenance of the water and sanitary sewer service facilities herein contemplated. In addition, prior to acceptance of such facilities by the Village of Barrington, each developer hereafter connecting to the Barrington Systems shall, at its own expense and at no cost to Inverness and/or Barrington, provide for any test, analysis, and/or remediation of any problem or condition encountered with respect to the installation or future maintenance of the water and sanitary sewer service facilities herein contemplated that is required by any law, regulation, court order, or applicable rule.

22. Neither Barrington nor Inverness shall, directly or indirectly, seek any modification of this Second Amended and Restated Agreement through court action and this Second Amended and Restated Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.
23. If any provision of this Second Amended and Restated Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Second Amended and Restated Agreement which can be given effect without the invalid provision and to this end the provisions of this Second Amended and Restated Agreement are to be severable.

IV. THE FOLLOWING MISCELLANEOUS PROVISIONS ARE HEREBY AGREED TO AND INCLUDED IN THIS SECOND AMENDED AND RESTATED AGREEMENT:

1. The recitals set forth in the preamble of this Second Amended and Restated Agreement are deemed to be provisions hereof to the same extent as if each such recital had been set forth in its entirety in the body hereof.
2. Upon the execution and delivery of this Second Amended and Restated Agreement, the terms and provisions of the Original Agreement shall remain in full force and effect as to the DiMucci Property, but said Original Agreement shall otherwise be of no other force or effect, the terms and provisions thereof and all of them having been amended and restated for all other purposes as provided herein.
3. If for any reason whatsoever Inverness fails or refuses to make a request upon Barrington to provide municipal water and sanitary sewer services as herein provided (or as provided in

any other applicable agreement) or if Inverness makes a request for such services and then withdraws such request, then Inverness shall indemnify, hold harmless and defend Barrington and the members of its Corporate Authority including all of its officers, agents and employees from and against any and all liabilities, causes, actions, suits at law, administrative proceedings, judgments, and costs (including without limitation expert witness expenses and fees, and attorneys' fees, and any costs of any kind or nature whatsoever), arising out of or as a consequence of Inverness's act(s) or failure(s) as hereinabove set forth.

4. Notwithstanding anything to the contrary contained in this Second Amended and Restated Agreement, the facilities for municipal water and sanitary sewer to which the respective developers propose to connect may not have been dedicated to and/or accepted by Barrington at the time each such developer proposes to connect thereto. In addition, the public rights of way and/or the easements in which the facilities for municipal water and sanitary sewers are located or are to be located may not have been dedicated to and/or accepted by Inverness and/or Barrington, as the case may be, at the time each such developer proposes to connect thereto. Furthermore, such facilities may have been constructed by third parties who may have recapture rights to a portion of the cost of constructing such facilities.

In such event, each such developer's right to connect thereto may require the consent of such third party to the connection and/or the payment of the legally applicable recapture amount, prior to the dedication to and/or acceptance by Inverness for any public right of way or easement, or prior to the dedication to and/or acceptance by Barrington of any easement and/or facilities for municipal water and sanitary sewers.

In any such event, the following shall be applicable:

- a. If any developer is unable to connect to any such facility at the time the developer proposes to connect thereto because a dedication has not been made of, or because Barrington or Inverness have not accepted, as the case may be, any public right of way and/or easements in which the facilities for municipal water and sanitary sewer are located or to be located, Barrington shall have no obligation to require and/or accept any offer of dedication in order to perform hereunder if, for any reason

whatsoever, Inverness and/or Barrington is not prepared to do so and Inverness and/or Barrington shall not be deemed to be in breach of any of their respective obligations hereunder; and

- b. Each such developer, and not Inverness and/or Barrington, shall be required to obtain the necessary and appropriate consents to connection from any third party; and
  - c. Each such developer, and not Inverness and/or Barrington, shall pay any legally applicable recapture amount or fee for connection then due such third party; and
  - d. Each such developer shall, prior to connection, pay all applicable Inverness and Barrington fees, if any; and
  - e. By connecting to any facilities either before or after dedication of any facilities to or acceptance thereof by Barrington, each such developer shall not acquire rights of ownership thereto of any kind or nature whatsoever.
5. Because a portion of the Younghusband Property has been purchased by and conveyed to the Cook County Forest Preserve, Inverness acknowledges that it no longer has any right to it and shall not request that Barrington provide municipal water and sanitary sewer facilities and/or services for such property, the legal description of which is set forth on Exhibit E, attached hereto and expressly made a part hereof, and henceforth Barrington shall have no obligation whatsoever to do so.
6. By the terms of this Second Amended and Restated Agreement, Inverness and Barrington agree to add to the property for which Inverness can request that Barrington provide municipal water and sanitary sewer facilities and services the property known as the Sanctuary Unit II and legally described on Exhibit C attached hereto and expressly made a part hereof, and the Jung Property legally described on Exhibit F attached hereto and expressly made part hereof.
7. Inverness has heretofore requested and Barrington has or is in the process of providing municipal water and sanitary sewer facilities and services to the DiMucci Property. Furthermore, by the terms of this Second Amended and Restated Agreement, and subject to the terms hereof, Inverness has requested that Barrington provide municipal water and

sanitary sewer facilities and services to the Sanctuary Unit II, to Glencrest Unit III, and to the Alex Property. Pursuant to this Second Amended and Restated Agreement, Inverness may request Barrington to provide municipal water and sanitary sewer facilities and services to the Jung Property.

8. In addition to any other similar provision set forth herein, each of the parties to this Second Amended and Restated Agreement agrees to indemnify, defend and hold harmless each of the other parties to this Second Amended and Restated Agreement and the members of their respective Corporate Authorities including their respective officers, agents, and employees from all liabilities, costs, judgments, expert witness expenses and fees, attorneys' fees and any and all other costs, expenses, and fees of any kind or nature whatsoever resulting from any act or failure to act under this Second Amended and Restated Agreement by the indemnifying party, its officers, agents or employees. Nothing herein shall be construed to require the indemnifying party to indemnify or make any payments in connection with any claim for which the indemnified party otherwise would not be liable, nor shall it be construed to waive any defenses that the indemnified party may otherwise have to any such claim.
9. Whenever in this Second Amended and Restated Agreement Barrington and/or Inverness has agreed to assume title to or accept responsibility for the operation, maintenance or repair of any property or facility the following shall be applicable:

The property and/or facility must comply with the requirements of all applicable agreements, plans, specifications, and laws;

All applicable fees and costs of every kind and nature whatsoever shall be paid in full;

A proper offer of dedication (or other appropriate and effective method of transfer) in a form acceptable to the attorney for the applicable Village shall have been made;

A properly executed Bill of Sale, Deed or other similar instrument of assignment or conveyance in a form acceptable to the attorney for the applicable village shall be delivered to such Village;

Any and all preconditions to acceptance, including but not limited to the deposit of performance guarantees, shall have occurred; and

The applicable Village, in its reasonable discretion, shall determine if all of the requirements for acceptance shall have occurred.



10. Inverness and Barrington agree to exercise their respective approval authority related to the Jung Property in order to secure a sanitary sewer easement on the Jung Property at a location and of such dimensions as reasonably acceptable to both villages and to the developer of the Jung Property, which easement might permit a future extension of the sanitary sewer service from the Jung Property to the Willowmere and Farmington subdivisions lying to the South thereof in the Village of South Barrington.
11. Notwithstanding anything to the contrary contained in this Second Amended and Restated Agreement, if at least 139 acres of the Jung Property have not been annexed to and included within the corporate limits of the Village of Inverness on or before the 30<sup>th</sup> day of August, 2000, the following shall be applicable:
  1. Neither Inverness nor any other party whatsoever shall have any right to request or require Barrington to provide municipal water and sewer facilities and services to the Jung Property and Barrington shall have no obligation to provide municipal water and sewer facilities and services to the Jung Property; and
  2. The user charges for water and sanitary sewer charges charged within the corporate limits of Inverness shall remain two (2) times the rate charged from time to time to residents of Barrington as provided in the applicable provisions of the Barrington Village Code and shall not be changed or reduced to a rate which is one and one-half (1.5) times the rate charged to Barrington residents as provided for in the Barrington Village Code (or reduced to any other rate whatsoever) unless and until a subsequent amendment adopted in accordance with the terms and provisions of this Second Amended and Restated Agreement is made and entered into by Barrington and Inverness.
  3. The developer of the Jung Property shall have no obligations to the Village of Barrington or the Village of Inverness with respect to this Second Amended and Restated Agreement.



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Page 23 of 57

IN WITNESS WHEREOF, the parties hereunto have caused this Second Amended and Restated Agreement to be executed and attested to by its respective duly authorized President and Village Clerk effective this \_\_\_\_ day of \_\_\_\_\_, 2000.

VILLAGE OF INVERNESS

By: \_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

VILLAGE OF BARRINGTON

By: \_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## EXHIBIT A

The "DiMucci Property"

## PARCEL 1

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CENTER LINE OF BARRINGTON ROAD AND WEST OF A LINE RUNNING NORTH FROM A POINT IN THE SOUTH LINE OF SAID SECTION, 528.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER TO A POINT IN THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION, 526.50 FEET WEST OF THE NORTH AND SOUTH QUARTER SECTION LINE.

## PARCEL 2

THAT PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CENTER LINE OF BARRINGTON ROAD, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1223.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH ON A LINE 1223.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 435.82 FEET; THENCE WEST, 400.0 FEET; THENCE SOUTH, 435.82 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, 400.0 FEET TO THE POINT OF BEGINNING.

## PARCEL 3

THE WEST 120 ACRES, AS FENCED AND OCCUPIED, OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE EAST LINE OF SAID WEST 120 ACRES AS FENCED AND OCCUPIED, BEING A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 33.0 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER AND RUNNING NORTH ALONG THE OLD FENCE LINE TO THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER, AND EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 33.0 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID WEST 120 ACRES AS FENCED AND OCCUPIED; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 722.46 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER, 1194.25 FEET; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 737.41 FEET TO A POINT ON THE EAST LINE OF THE WEST 120 ACRES AS FENCED AND OCCUPIED, AS AFORESAID, SAID POINT BEGIN 18.05 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST 120 ACRES AS FENCED AND OCCUPIED, 1194.81 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## EXHIBIT B

## The Glencrest Unit III and Alex Properties

- A. Glencrest III Property, being part of the Original Slater/Swake property, which is described in its entirety as follows:

PARCEL 1: THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 50 FEET OF THE WEST 960 FEET THEREOF).

PARCEL 2: THE EAST 55.49 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS): COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, 33.50 FEET, THENCE WEST ON A LINE WHICH IS 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE EXTENDED WEST OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, 100 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, 29.52 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE EAST ALONG SAID NORTH LINE 100.07 FEET TO THE PLACE OF BEGINNING.

PARCEL 3: THAT PART LYING SOUTH OF THE CENTER LINE OF DUNDEE ROAD, ORIGINALLY LAID OUT, OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 100 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF).

PARCEL 4: THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING NORTH OF THE CENTER LINE OF DUNDEE ROAD AS ORIGINALLY LAID OUT AND EXCEPT THAT PART OF THE WEST 960 FEET THEREOF LYING SOUTH OF THE CENTER LINE OF DUNDEE ROAD) ALL BEING IN COOK COUNTY, ILLINOIS.

- B. Alex Property.

THAT PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 13, 1,223 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH ON A LINE 1,223 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 435.82 FEET, THENCE WEST 400 FEET, THENCE SOUTH 435.82 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER 400 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

The "Additional Territory"

The Sanctuary - Unit II

PARCEL 1: THE WEST 20 RODS OF THE EAST 80 RODS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 20 RODS OF THE EAST 60 RODS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE WEST 200 FEET OF THE EAST 1,520 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## EXHIBIT D

## CARMELITE PROPERTY

PARCEL 1: THE NORTH 50 FEET OF THE WEST 960 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST 55.49 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, 33.60 FEET; THENCE WEST ON A LINE WHICH IS 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE EXTENDED WEST, OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, 100 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, 29.52 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE EAST ALONG SAID NORTH LINE 100.07 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 100 FEET OF THE FOLLOWING PARCEL (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF): THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE SOUTH LINE OF DUNDEE ROAD.

PARCEL 4: THE WEST 960 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF DUNDEE ROAD) ALL IN COOK COUNTY, ILLINOIS;

EXHIBIT E

YOUNGHUSBAND PROPERTY

LOT 2 AND THE NORTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

THAT PART LYING NORTH OF THE CENTER LINE OF DUNDEE ROAD (AS ORIGINALLY LAID OUT) OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

Property of Cook County Clerk's Office

EXHIBIT F

JUNG PROPERTY

PARCEL 1:

THE SOUTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE EAST 10 ACRES THEREOF) AND THE NORTH 20 ACRES OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF, IF ANY, FALLING WITHIN THE SOUTH 60 ACRES OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 24), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING:

EXCEPTION PORTION:

THE EAST 331.40 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24.

PARCEL 3:

ALL THOSE PORTIONS OF PALATINE ROAD AND BARRINGTON ROAD WHICH ARE ADJACENT TO THE PARCELS 1 AND 2 ABOVE AND NOT WITHIN ANY MUNICIPALITY.



00103079 Page 30 of 37

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EXHIBIT G

WATER AND SEWER CONNECTION FEES  
(as of 12/01/99)

Sewer Connection Fee

Residential - single family with a water meter size of 3/4"	2,250
Residential - single family with a water meter size of 1"	3,750
Multiple family:	2,250 X # of dwelling units

Non-residential—by water meter size

Water Meter Size	Connection Fee
3/4"	2,250/meter
1"	3,750/meter
1 1/2"	7,500/meter
2"	12,000/meter
3"	22,500/meter
4"	37,500/meter
6"	75,000/meter
over 8"	120,000/meter

Water connection

Residential - single family w/water meter size of 3/4"	1,500
- single family w/water meter size of 1"	2,000
- single family w/water meter size greater than 1"	Not allowed
- multiple family	\$1,500 X # of units

Non-residential users:

Water Meter Size	Connection Fee
3/4"	1,500/meter
1"	2,000/meter
1 1/2"	5,000/meter
2"	8,000/meter
3"	15,000/meter
4"	25,000/meter
6"	50,000/meter
over 8"	80,000/meter

SECOND AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BARRINGTON  
AND THE VILLAGE OF INVERNESS TO  
PROVIDE WATER AND SANITARY SEWER  
SERVICES TO CERTAIN PROPERTIES  
WITHIN OR TO BE ANNEXED TO  
THE VILLAGE OF INVERNESS

WHEREAS, units of local government are  
authorized by Article VII, Section 10 of the Constitu-  
tion of Illinois to enter into agreements among them-  
selves to:

"... obtain or share services and to  
exercise, combine, or transfer any  
power or function, in any manner not  
prohibited by law or ordinance . . .  
participating units of government may  
use their credit, revenues, and any other  
resources to pay costs and to service  
debt related to intergovernmental activi-  
ties."

; and

WHEREAS, intergovernmental agreements relative to water and sanitary sewer services are further  
authorized by the Illinois Municipal Code; and

WHEREAS, the Village of Barrington (hereinafter referred to as "Barrington"), Cook and Lake  
Counties, Illinois, and the Village of Inverness (hereinafter referred to as "Inverness"), Cook County, Illinois,  
have previously entered into an Intergovernmental Agreement Between the Village of Barrington and the  
Village of Inverness to provide water and sanitary sewer services to certain property to be annexed to the  
Village of Inverness dated February 27, 1982 (the "Original Agreement"); and

WHEREAS, Barrington and Inverness have previously entered into an Amended and Restated  
Intergovernmental Agreement Between the Village of Barrington and the Village of Inverness to Provide

-----  
Prepared by, and after recording, please return to:

James P. Bateman  
Law Offices of James P. Bateman, Ltd  
5051 Shoreline Road  
Barrington, IL 60010  
Telephone: (847) 381-7840

7-11960  
12/9/99  
01/14/2000

Water and Sanitary Sewer Services to Certain Property to be Annexed to the Village of Inverness Dated February 13, 1995 ("the First Amended and Restated Agreement"); and

WHEREAS, Barrington and Inverness have authorized, by resolutions of their respective corporate authorities, the execution of this Agreement (the "Second Amended and Restated Agreement"), as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois, and the Intergovernmental Cooperation Act, and their authority to enter into intergovernmental agreements relative to water and sanitary sewer services pursuant to the Illinois Municipal Code; and

WHEREAS it is of mutual benefit to Barrington and Inverness and their respective residents that the said Original Agreement and the First Amended and Restated Agreement be further amended and restated as hereinafter provided:

NOW THEREFORE, in consideration of the mutual promises contained herein and in further consideration of the recitals hereinabove set forth, it is hereby agreed between Barrington and Inverness as follows:

I. BARRINGTON AGREES:

1. To sell water and sanitary sewer services, including sewage treatment, at the rates and user charges set forth and in accordance with all of the other terms and conditions of this Second Amended and Restated Agreement, to the respective owners, from time to time, of the properties (a) within the "DiMucci Property" as legally described on Exhibit A (attached hereto and thereby made a part hereof), (b) within the "Glencrest Unit III and Alex Properties" as legally described on Exhibit B (attached hereto and thereby made a part hereof), (c) within the "Additional Territory" as legally described on Exhibit C (attached hereto and thereby made a part hereof), (d) within the Carmelite Property as legally described on Exhibit D (attached hereto and thereby made a part hereof), if Inverness makes a request for such services for the Carmelite Property, and if Barrington has the capacity to provide the same (or either of such services) or Barrington does not require the capacity of such services (or either of them) to serve the needs of Barrington, and (e) and the Jung Property as identified and legally described on Exhibit F attached hereto and thereby made a part hereof. The parties agree that user charges for such water and sanitary sewer service to persons

outside the Barrington corporate limits and within the Inverness corporate limits shall be two (2) times the rate charged from time to time to residents of Barrington as provided in the applicable provisions of the Barrington Village Code, provided, however, the user charges for the water and sanitary sewer services charged within the corporate limits of Inverness shall be one and one-half (1.5) times the rate charged to Barrington residents as provided for in the Barrington Village Code effective with the first quarterly billing (and on all billings thereafter) following the issuance of the tenth building permit for a dwelling unit to be constructed on the Jung Property. In addition, such tap-on and connection charges as may be provided from time to time in the Barrington Village Code shall also apply, provided such tap-on and connection charges shall be the same for residents of Barrington and Inverness, except as provided in Paragraph 3 below.

2. To allow connection to Barrington's existing watermain in Dundee Road for extension to serve the DiMucci Property and to allow connection to water mains now dedicated or to be accepted for dedication by Barrington at locations approved by Barrington to serve the Glencrest Unit III and Alex Properties, as identified on Exhibit B and the Additional Territory, as identified on Exhibit C. The DiMucci Property, the Glencrest Unit III and Alex Properties, the Additional Territory, the Carmelite Property as identified on Exhibit D, and the Jung Property as identified on Exhibit F, are all hereinafter collectively referred to as the "Subject Territory".
3. In order to provide for a contribution of an equitable and proportionate share of all of the cost of improvements required to the Barrington Water Distribution and Sanitary Sewage Collection Systems, in order to serve the Glencrest Unit III and Alex Properties, the Additional Territory, and the Jung Property, including but not limited to all legal, property acquisition, engineering and construction costs for pumping and distribution system improvements, a third elevated water storage facility, improvements required to the Cornell Avenue Sanitary Sewage Lift Station, repair and/or reconstruction and/or improvements to the sewer main extending from said Lift Station to the Village of Barrington wastewater treatment plant, and the Cornell Avenue Water Pumping Station, Inverness shall cause:

- (A) Each owner of property within the Glencrest Unit III and Alex Properties as described on Exhibit B and within the Additional Territory as described on Exhibit C to pay to Barrington after approval of final engineering plans by Barrington and Inverness and prior to execution of the final plat for the development by Inverness, an aggregate sum equal to Three Thousand Eight Hundred Seventy Five and 00/100's Dollars (\$3,875.00) for each dwelling unit proposed to be built in the development. Inverness shall cause such amount to be contributed by each such developer within the Glencrest Unit III and Alex Properties and within the Additional Territory as a condition precedent to connection of each such development to the Barrington Water Distribution and Sanitary Sewage Collection Systems and prior to execution of the final plat for each such development by the Village of Inverness. In the event that a third water tower (or another improvement which would have the effect of increasing water pressure similar to the effect that the construction of a water tower would have) is not constructed within ten (10) years from the date such aggregate sum was paid to Barrington for any such development within the Subject Territory (other than the DiMucci Property), then, and only in such event, the following shall be applicable:

Barrington shall refund to the party or parties who paid such contribution, an amount equal to forty percent (40%) of such contribution, provided, however, in no event shall the aggregate amount refunded by Barrington pursuant to this provision exceed One Hundred Thousand Dollars (\$100,000.00). [NOTE: The parties acknowledge that a third water tower has now been constructed in the vicinity of Barrington Road and Dundee Road within the Village of Barrington, and, therefore, the above refund provisions will not be applicable.]

The aggregate cost of the improvements required to be made to the Barrington Water Distribution and Sanitary Sewer Collection Systems has been estimated and divided by the aggregate number of dwellings that may be constructed on the applicable properties. Because the actual number of lots upon which dwellings may be

constructed may differ from the number upon which the aggregate sum of Three Thousand Eight Hundred Seventy-Five Dollars (\$3,875.00) per lot was initially determined, notwithstanding anything contained in this Second Amended and Restated Agreement to the contrary, the following shall be applicable with respect to the amount that each such developer shall be required to contribute as herein provided:

Inverness shall cause the developer of each of the following listed territories to contribute an aggregate sum equal to Three Thousand Eight Hundred Seventy-Five Dollars (\$3,875.00) multiplied by the greater of the actual number of dwelling units approved by Inverness for each such development or the number of units set forth below opposite the name of each such development:

Name of Development	Number of Dwelling Units
Sanctuary Unit II	35*
Glencrest Unit (II)	31*
Alex	3
Carmelite	Undetermined

\* Already paid by the respective developer

All such payments shall be deposited in the Village of Barrington Water and Sewer Utility Fund and shall be expended for any water and/or sewer related purposes.

Furthermore, if the applicable amount as calculated above for any one or more of the foregoing properties has not been paid to Barrington within five (5) years of the date of the First Amended and Restated Agreement, then Barrington and Inverness shall agree upon a new and higher aggregate amount to be contributed for the cost per dwelling unit to pay a proportionate share of the costs of the aforesaid improvements, which shall be applicable to those developers which do not pay the above calculated amount for their respective development within said five (5) year period.

- (B) That in lieu of payment of the above amounts, the developer of the Jung Property shall pay an additional per dwelling unit water and sewer system capital improve-

ments contribution of \$3,000 as follows: Inverness shall cause an aggregate sum equal to Three Thousand and 00/100's Dollars (\$3,000.00) to be contributed by each such applicant for a building permit for a dwelling unit on the Jung Property prior to or at the time of issuance of the initial occupancy permit for such dwelling unit as a condition precedent to the issuance of each such occupancy permit (regardless of whether the initial occupancy permit is a final or a temporary one). Collateral or security reasonably acceptable to the Village of Barrington for the outstanding amount owed (\$3,000 x remaining dwelling units to be occupied within the development on the Jung Property) shall be required, and the balance of the balance owed shall, in any event, be due within six (6) years from the date of this Second Amended and Restated Agreement. In consideration for the foregoing per dwelling unit charges, any improvements to the existing water and sewer system related to the Jung Property Development deemed necessary by the Village of Barrington shall be the responsibility of the Village of Barrington.

- (C) Notwithstanding the otherwise applicable provisions of the Barrington Village Code, as they may exist from time to time, and the other provisions of this Second Amended and Restated Agreement, each applicant for a building permit for each dwelling unit on the Jung Property shall also pay as tap-on fees and connection charges for sewer and water service based on a minimum meter size of one inch (1"). Such tap-on fees and connection charges for this development shall be based on the fees in effect on December 1, 1999 a listing of which is attached hereto as Exhibit G. All such tap-on fees and connection charges applicable to a particular building shall be paid as a condition precedent to the issuance by the Village of Inverness of the building permit for that dwelling unit. All such payments shall be deposited in the Village of Barrington Water and Sewer Utility Fund and shall be expended for any water and/or sewer related purposes.

4. To allow the connection of sanitary sewers to its existing lift station at Cornell Avenue and Barrington Road to serve the Subject Territory, and to allow the connection of sanitary



sewers to serve the Jung Property development to the Barrington Sewage Collection System at a location mutually agreed upon by Barrington and the developer of the Jung Property , and to allow the connection of the water to serve the Jung Property development to the Barrington Water Distribution System at a location mutually agreed upon by Barrington and the developer of the Jung Property, provided, however, as a condition precedent to connection of the Jung Property to the Barrington Water Distribution and Sewage Collection Systems, the developer of the Jung Property shall provide an emergency looped connection for the water system serving that development by connection to the Village of Hoffman Estates Water Distribution System, or an alternative plan reasonably acceptable to Barrington.

5. To provide necessary review and inspectional services in the same manner and at the same level as in the case of property within the Village of Barrington, to require that the respective developers' installation of the water and sanitary sewer service facilities within the Subject Territory will be in compliance with the Barrington Village Code and other applicable ordinances.
6. To provide water meters and inspectional services to each user of the water and sanitary sewer service facilities herein contemplated within the Subject Territory at the costs provided from time to time in the Barrington Village Code.
7. To perform the required plumbing inspections within the Subject Territory relative to sewer and water service connections.
8. To provide such quantities of water as necessary for flushing and chlorination of new watermains within each development within the Subject Territory on each occasion which such services are required for a fixed fee of \$3,000.00 per development having 100 dwelling units or less, and \$5,000.00 per development having more than 100 dwelling units, payable in advance.
9. In the event any development within the Glencrest Unit III, Alex Properties, the Additional Territory, and the Jung Property, is required to install a looped extension of the Barrington Water Distribution System to provide a potable water supply within such development prior

to connection of such development to the Barrington Water Distribution System, such system shall only be constructed pursuant to final engineering plans and specifications approved in advance by Barrington, and Barrington agrees to accept an offer of dedication of such distribution and supply system following the completion of construction and performance testing of all such necessary supply and/or distribution system improvements, provided that the developer has provided a performance guarantee approved as to form and amount by both Villages for the completion of such looping connections, and provided, further, that Barrington in its reasonable discretion has determined that such facilities have been constructed and installed in compliance with all of Barrington's applicable ordinances.

10. Barrington shall assume title to and accept responsibility for the operation, maintenance and repair of all water and sanitary sewer facilities constructed in accordance with applicable ordinances within the Subject Territory which are within the public right-of-way or within dedicated public easements upon approval and acceptance by Barrington of such facilities. Barrington, in its reasonable discretion, shall determine when compliance with its applicable ordinances has occurred and shall accordingly determine when it shall approve and accept offers of dedications as herein provided.

## II. INVERNESS AGREES:

1. To cooperate with Barrington to secure compliance by developers within the Subject Territory with the terms of this Second Amended and Restated Agreement.
2. To cooperate with Barrington in enforcing all federal and state laws and local ordinances and regulations relating to water and sanitary sewer service and facilities, including, where necessary, the adoption of local ordinances identical to those of Barrington which relate to such matters.
3. To prohibit unmetered use of water within the Subject Territory except for fire suppression purposes or as otherwise permitted by Barrington.
4. To issue occupancy permits within the Subject Territory only if the building for which such permits are requested is served by Barrington water and sanitary sewer facilities providing that such services have not been denied by Barrington.

5. To require that the plumbing for all buildings shall comply with state and local plumbing codes at costs described in the Barrington Village Code.
6. To act as Barrington's agent in those matters requiring such representation.
7. To transfer, in a non-exclusive manner, the statutory powers of Inverness relative to making rules and regulations for water and sanitary sewer services and facilities within the Subject Territory, excluding the power to levy any general or special taxes.
8. To require by all annexation agreements for the Subject Territory the establishment of a special service area or areas for those areas within the Subject Territory that are to be provided with such water and sanitary sewer services from Barrington before each of such properties is connected to the Barrington Water Distribution and Sanitary Sewage Collection Systems in order to permit Inverness to levy such taxes as may from time to time be necessary for the operation, maintenance, reconstruction or rehabilitation of the water and sanitary sewer facilities serving such areas. Such special service area or areas shall be authorized to levy at a maximum rate of 2% per annum of the assessed value, as equalized, to be levied against the real property included in the special service area(s) provided, however, that no levy shall be required unless a certificate of occupancy has been issued within the Subject Territory.
9. Because some of the properties within the Subject Territory have already been annexed to Inverness by procedures which did not include the negotiation and execution of annexation agreements, other methods must be provided by which Inverness will establish special service area(s) in those areas of the Subject Territory which are not subject to annexation agreements or which were subject to annexation agreements whose terms have expired or are not applicable. Accordingly, in such event, Inverness agrees to legislate as applicable to establish special service areas as herein provided. Barrington shall have no obligations pursuant to this Second Amended and Restated Agreement to provide municipal water and sanitary sewer facilities and services to any development if, for any reason whatsoever, a special service area has not been or will not be established in any part of that development which is within the Subject Territory within the appropriate time.

## III. IT IS MUTUALLY AGREED THAT:

1. All water and sanitary sewer service facilities within the Subject Territory shall be required to be designed and constructed to such standards and specifications as set forth in the Barrington Village Code and other applicable ordinances and adopted policies of Barrington and shall further be subject to review and approval by the Village Manager of Barrington as hereinafter provided.
2. Each developer or builder within the Subject Territory shall be required to secure all permits and pay all applicable fees necessary for the construction of their respective portions of the water and sanitary sewer facilities contemplated.
3. Each developer within the Subject Territory shall be required to establish a cash escrow account in the amount of \$5,000 with Barrington to provide for the reimbursement to Barrington for all staff and outside consultants' costs and fees, including but not limited to any attorneys' fees and environmental experts' costs and fees required to review and approve the engineering plans and specifications for the water and sanitary sewer service facilities herein contemplated, and for inspections thereof. Charges will be made to the account for actual time spent by various staff members in connection with each such review, approval and inspections. The rates charged for such review and approval shall be the rate then in effect specified in the applicable provisions of the Barrington ordinances, provided, however, if no such rate(s) is specified, then an amount equal to two (2) times the hourly rate then in effect shall be used in order to reimburse Barrington for all of its costs incurred for such person's salary and benefits that Barrington must provide. In the event such account becomes substantially depleted during the pendency of its development, such developer shall be required to make additional deposits in such amounts as determined by Barrington to cover future expenses. Upon completion and acceptance by Barrington of all of the required facilities which constitute the complete and entire water and sanitary sewer service facilities which are part of such development, any funds remaining on deposit will be returned to such developers. In addition to the above reimbursement obligations, the developer of the Jung Property shall reimburse the Village of Barrington for the costs and expenses (except for the

cost for staff time) incurred by Barrington with respect to the negotiations, preparation and implementation of this Amended and Restated Agreement not to exceed Five Thousand and 00/100's Dollars (\$5,000.00).

4. Each developer within the Subject Territory shall be required to construct, at its own expense, the water and sanitary sewer service facilities relating to its development, provided, however, that each such developer may request appropriate recapture ordinances for all such facilities with respect to other properties. The costs relating to the extension of water and sewer facilities to serve the Jung Property to be paid by that developer shall include, but not be limited to, all costs relating to the acquisition of easements, engineering review fees, design, inspection, and contractor costs, the cost of water meters, and all costs attendant to an emergency loop connection to the Village of Hoffman Estates Water System (or such other alternative emergency water source as may be acceptable to Barrington).
5. The use, operation and maintenance of all water and sanitary sewer facilities constructed within the Subject Territory pursuant to this Second Amended and Restated Agreement shall be subject to all rules and regulations contained in the Barrington Village Code and other applicable ordinances of said village.
6. The development of any of the properties within the Subject Territory may take place in phases provided, however, that water and sanitary sewer service facilities for each development in its entirety must be designed, reviewed and approved prior to commencement of any construction thereon; and provided that each of the following conditions are met:
  - (1) The construction of the initial phase shall commence within twelve (12) months of the date of approval by the Barrington Village Manager of the final engineering plans and specifications for such facilities, and the issuance of written authorization to proceed with construction from said Village Manager;
  - (2) An irrevocable letter of credit in an amount sufficient to cover 125% of the estimated cost to complete the water and sanitary sewer service facilities required within the current phase of the development plus such other water and sanitary sewer service facilities for the entire development which are necessary and required for the proper

operation and functioning of that initial phase, shall be deposited with Barrington, with such letter of credit to be in an amount approved by the Barrington Village Manager and in a form approved by the Barrington Village Attorney.

7. No wells or individual sewage disposal systems (septic systems) shall be constructed or maintained within any area for which water and sanitary sewer services are provided pursuant to this Second Amended and Restated Agreement, except as may be authorized by mutual agreement of Barrington and Inverness.
8. Inverness shall include the applicable provisions of this Second Amended and Restated Agreement (a) in any annexation agreement it hereafter approves relating to the Subject Territory, (b) in any special use ordinance hereafter adopted relating to any property within the Subject Territory for which Barrington is requested by Inverness to provide water and sanitary sewer services, or (c) by any other appropriate, lawful and binding method.
9. This Second Amended and Restated Agreement shall be recorded with the Recorder of Cook County, Illinois.
10. Prior to making any connection to the Barrington Water Distribution and Sanitary Sewage Collection Systems or to such facilities as may later be dedicated to Barrington, each developer or builder shall agree to and shall pay to Barrington those tap-on fees and connection charges required and provided by the Barrington Village Code in effect at the time of each such connection, except each builder or developer of the Jung Property which applied for a building permit shall pay those tap-on and connection charges as specified in sub-paragraphs (I)(3)(B) and (C) hereof. Except as may be approved by both Barrington and Inverness, no developer within the Subject Territory shall be permitted to connect to the Barrington Sanitary Sewage Collection System without also connecting to the Barrington Water Distribution System and no developer within the Subject Territory shall be permitted to connect to the Barrington Water Distribution System without also connecting to the Barrington Sanitary Sewage Collection System. Each such developer shall also pay or agree to pay such recapture charges as may then be applicable at such time as provided for in the

applicable recapture ordinances. Tap-on fees and connection charges shall be paid at the time building permits are obtained.

11. It is now contemplated that the Subject Territory will be developed as separate developments as follows:

- (1) The DiMucci property;
- (2) Glencrest Unit III and the Alex Property;
- (3) The Sanctuary Unit II;
- (4) The Carmelite Property; and
- (5) The Jung Property.

as each of those properties are identified and legally described on Exhibits A, B, C, D and F, respectively, provided, however, that each development's facilities shall be designed to be of adequate size and capacity so as to provide service to the other properties not then developed. Barrington and Inverness agree that the property commonly known as the "Carmelite Property" as described on Exhibit D attached hereto and thereby made a part hereof comprises territory which upon the written request of the corporate authorities of Inverness, shall be included as property for which Barrington shall, subject to the rates, user charges and all of the other applicable terms and provisions hereof, provide municipal water and sanitary sewer facilities and services, provided, however, Inverness shall have no obligation to make such request, and Barrington shall not provide service from its Water Distribution and Sanitary Sewage Collection Systems for such property absent such request.

12. All water and sanitary sewer facilities constructed shall be required to be of such design that such facilities can be further extended to serve other properties to be served pursuant to this Second Amended and Restated Agreement.
13. The decision of the Barrington Village Manager based upon the Barrington Village Code, other applicable ordinances and where applicable, generally accepted engineering practices shall be final as to all matters relating to water and sanitary sewer facilities to be constructed pursuant to this Second Amended and Restated Agreement, including engineering design criteria, inspections, approval of plans and specifications, materials and final acceptance thereof. Whenever for a particular item there are no specific design or construction standards



- contained in the Barrington Village Code, then the standards adopted by the appropriate state agency or professional organization shall serve as a guideline with respect to such matters.
14. The user charges for the water and sanitary sewer services to be provided under and pursuant to this Second Amended and Restated Agreement shall be two (2) times that rate as charged to Barrington residents as provided in the Barrington Village Code from time to time provided, however, the user charges for the water and sanitary sewer services charged within the corporate limits of Inverness shall be one and one-half (1.5) times the rate charged to Barrington residents as provided for in the Barrington Village Code effective with the first quarterly billing (and on all billings thereafter) following the issuance of the tenth building permit for a dwelling unit to be constructed on the Jung Property.
  15. All structures proposed for the DiMucci property having an estimated floor elevation higher than 900.00 USGS shall be provided with in-line booster pumps for water service.
  16. There shall be a minimum of two separate connections to the Barrington water system from each development within the Subject Territory to be served by said system, or an alternate plan reasonably acceptable to Barrington.
  17. No deadend watermains will be allowed.
  18. No cost for the construction of any of the water and sanitary sewer facilities shall be borne by Barrington, it being the intention that all such costs shall be paid by the respective developers of the properties within the Subject Territory directly or from security provided to Barrington and/or Inverness for such purpose.
  19. All sanitary sewer mains shall be eight (8) inches or more in diameter.
  20. All water mains hereinafter installed shall be a minimum of class 52 ductile iron pipe or other equivalent strength materials as approved by Barrington with a minimum eight inches (8") diameter.
  21. At no cost to Barrington and Inverness, soil boring tests shall be performed and analyzed by a professional soils testing firm and taken at a minimum depth of fifteen (15) feet. The results of such tests and analysis shall be submitted to both villages in order to indicate the types of soil to be encountered throughout the development and Barrington may require

developers, at their sole cost and expense, to provide such additional soil testing as may be necessary for specific isolated areas which may contain soils which would have an adverse effect on the installation or future maintenance of the water and sanitary sewer service facilities herein contemplated. In addition, prior to acceptance of such facilities by the Village of Barrington, each developer hereafter connecting to the Barrington Systems shall, at its own expense and at no cost to Inverness and/or Barrington, provide for any test, analysis, and/or remediation of any problem or condition encountered with respect to the installation or future maintenance of the water and sanitary sewer service facilities herein contemplated that is required by any law, regulation, court order, or applicable rule.

22. Neither Barrington nor Inverness shall, directly or indirectly, seek any modification of this Second Amended and Restated Agreement through court action and this Second Amended and Restated Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.
23. If any provision of this Second Amended and Restated Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Second Amended and Restated Agreement which can be given effect without the invalid provision and to this end the provisions of this Second Amended and Restated Agreement are to be severable.

IV. THE FOLLOWING MISCELLANEOUS PROVISIONS ARE HEREBY AGREED TO AND INCLUDED IN THIS SECOND AMENDED AND RESTATED AGREEMENT:

1. The recitals set forth in the preamble of this Second Amended and Restated Agreement are deemed to be provisions hereof to the same extent as if each such recital had been set forth in its entirety in the body hereof.
2. Upon the execution and delivery of this Second Amended and Restated Agreement, the terms and provisions of the Original Agreement shall remain in full force and effect as to the DiMucci Property, but said Original Agreement shall otherwise be of no other force or effect, the terms and provisions thereof and all of them having been amended and restated for all other purposes as provided herein.
3. If for any reason whatsoever Inverness fails or refuses to make a request upon Barrington to provide municipal water and sanitary sewer services as herein provided (or as provided in

any other applicable agreement) or if Inverness makes a request for such services and then withdraws such request, then Inverness shall indemnify, hold harmless and defend Barrington and the members of its Corporate Authority including all of its officers, agents and employees from and against any and all liabilities, causes, actions, suits at law, administrative proceedings, judgments, and costs (including without limitation expert witness expenses and fees, and attorneys' fees, and any costs of any kind or nature whatsoever), arising out of or as a consequence of Inverness's act(s) or failure(s) as hereinabove set forth.

4. Notwithstanding anything to the contrary contained in this Second Amended and Restated Agreement, the facilities for municipal water and sanitary sewer to which the respective developers propose to connect may not have been dedicated to and/or accepted by Barrington at the time each such developer proposes to connect thereto. In addition, the public rights of way and/or the easements in which the facilities for municipal water and sanitary sewers are located or are to be located may not have been dedicated to and/or accepted by Inverness and/or Barrington, as the case may be, at the time each such developer proposes to connect thereto. Furthermore, such facilities may have been constructed by third parties who may have recapture rights to a portion of the cost of constructing such facilities.

In such event, each such developer's right to connect thereto may require the consent of such third party to the connection and/or the payment of the legally applicable recapture amount, prior to the dedication to and/or acceptance by Inverness for any public right of way or easement, or prior to the dedication to and/or acceptance by Barrington of any easement and/or facilities for municipal water and sanitary sewers.

In any such event, the following shall be applicable:

- a. If any developer is unable to connect to any such facility at the time the developer proposes to connect thereto because a dedication has not been made of, or because Barrington or Inverness have not accepted, as the case may be, any public right of way and/or easements in which the facilities for municipal water and sanitary sewer are located or to be located, Barrington shall have no obligation to require and/or accept any offer of dedication in order to perform hereunder if, for any reason

- whatsoever, Inverness and/or Barrington is not prepared to do so and Inverness and/or Barrington shall not be deemed to be in breach of any of their respective obligations hereunder; and
- b. Each such developer, and not Inverness and/or Barrington, shall be required to obtain the necessary and appropriate consents to connection from any third party; and
  - c. Each such developer, and not Inverness and/or Barrington, shall pay any legally applicable recapture amount or fee for connection then due such third party; and
  - d. Each such developer shall, prior to connection, pay all applicable Inverness and Barrington fees, if any; and
  - e. By connecting to any facilities either before or after dedication of any facilities to or acceptance thereof by Barrington, each such developer shall not acquire rights of ownership thereto of any kind or nature whatsoever.
5. Because a portion of the Younghusband Property has been purchased by and conveyed to the Cook County Forest Preserve, Inverness acknowledges that it no longer has any right to it and shall not request that Barrington provide municipal water and sanitary sewer facilities and/or services for such property, the legal description of which is set forth on Exhibit E, attached hereto and expressly made a part hereof, and henceforth Barrington shall have no obligation whatsoever to do so.
6. By the terms of this Second Amended and Restated Agreement, Inverness and Barrington agree to add to the property for which Inverness can request that Barrington provide municipal water and sanitary sewer facilities and services the property known as the Sanctuary Unit II and legally described on Exhibit C attached hereto and expressly made a part hereof, and the Jung Property legally described on Exhibit F attached hereto and expressly made part hereof.
7. Inverness has heretofore requested and Barrington has or is in the process of providing municipal water and sanitary sewer facilities and services to the DiMucci Property. Furthermore, by the terms of this Second Amended and Restated Agreement, and subject to the terms hereof, Inverness has requested that Barrington provide municipal water and

sanitary sewer facilities and services to the Sanctuary Unit II, to Glencrest Unit III, and to the Alex Property. Pursuant to this Second Amended and Restated Agreement, Inverness may request Barrington to provide municipal water and sanitary sewer facilities and services to the Jung Property.

8. In addition to any other similar provision set forth herein, each of the parties to this Second Amended and Restated Agreement agrees to indemnify, defend and hold harmless each of the other parties to this Second Amended and Restated Agreement and the members of their respective Corporate Authorities including their respective officers, agents, and employees from all liabilities, costs, judgments, expert witness expenses and fees, attorneys' fees and any and all other costs, expenses, and fees of any kind or nature whatsoever resulting from any act or failure to act under this Second Amended and Restated Agreement by the indemnifying party, its officers, agents or employees. Nothing herein shall be construed to require the indemnifying party to indemnify or make any payments in connection with any claim for which the indemnified party otherwise would not be liable, nor shall it be construed to waive any defenses that the indemnified party may otherwise have to any such claim.
9. Whenever in this Second Amended and Restated Agreement Barrington and/or Inverness has agreed to assume title to or accept responsibility for the operation, maintenance or repair of any property or facility the following shall be applicable:

The property and/or facility must comply with the requirements of all applicable agreements, plans, specifications, and laws;

All applicable fees and costs of every kind and nature whatsoever shall be paid in full;

A proper offer of dedication (or other appropriate and effective method of transfer) in a form acceptable to the attorney for the applicable Village shall have been made;

A properly executed Bill of Sale, Deed or other similar instrument of assignment or conveyance in a form acceptable to the attorney for the applicable village shall be delivered to such Village;

Any and all preconditions to acceptance, including but not limited to the deposit of performance guarantees, shall have occurred; and

The applicable Village, in its reasonable discretion, shall determine if all of the requirements for acceptance shall have occurred.

**UNOFFICIAL COPY**

10. Inverness and Barrington agree to exercise their respective approval authority related to the Jung Property in order to secure a sanitary sewer easement on the Jung Property at a location and of such dimensions as reasonably acceptable to both villages and to the developer of the Jung Property, which easement might permit a future extension of the sanitary sewer service from the Jung Property to the Willowmere and Farmington subdivisions lying to the South thereof in the Village of South Barrington.
11. Notwithstanding anything to the contrary contained in this Second Amended and Restated Agreement, if at least 139 acres of the Jung Property have not been annexed to and included within the corporate limits of the Village of Inverness on or before the 30<sup>th</sup> day of August, 2000, the following shall be applicable:
  1. Neither Inverness nor any other party whatsoever shall have any right to request or require Barrington to provide municipal water and sewer facilities and services to the Jung Property and Barrington shall have no obligation to provide municipal water and sewer facilities and services to the Jung Property; and
  2. The user charges for water and sanitary sewer charges charged within the corporate limits of Inverness shall remain two (2) times the rate charged from time to time to residents of Barrington as provided in the applicable provisions of the Barrington Village Code and shall not be changed or reduced to a rate which is one and one-half (1.5) times the rate charged to Barrington residents as provided for in the Barrington Village Code (or reduced to any other rate whatsoever) unless and until a subsequent amendment adopted in accordance with the terms and provisions of this Second Amended and Restated Agreement is made and entered into by Barrington and Inverness.
  3. The developer of the Jung Property shall have no obligations to the Village of Barrington or the Village of Inverness with respect to this Second Amended and Restated Agreement.

**UNOFFICIAL COPY**


IN WITNESS WHEREOF, the parties hereunto have caused this Second Amended and Restated Agreement to be executed and attested to by its respective duly authorized President and Village Clerk effective this 8 day of February, 2000.

VILLAGE OF INVERNESS

By: 

Village President

ATTEST:

  
Village Clerk

VILLAGE OF BARRINGTON

By: 

Village President

ATTEST:

  
Village Clerk



## EXHIBIT A

## The "DiMucci Property"

## PARCEL 1

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CENTER LINE OF BARRINGTON ROAD AND WEST OF A LINE RUNNING NORTH FROM A POINT IN THE SOUTH LINE OF SAID SECTION, 528.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER TO A POINT IN THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION, 526.50 FEET WEST OF THE NORTH AND SOUTH QUARTER SECTION LINE.

## PARCEL 2

THAT PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CENTER LINE OF BARRINGTON ROAD, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1223.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH ON A LINE 1223.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 435.82 FEET; THENCE WEST, 400.0 FEET; THENCE SOUTH, 435.82 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, 400.0 FEET TO THE POINT OF BEGINNING.

## PARCEL 3

THE WEST 120 ACRES, AS FENCED AND OCCUPIED, OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE EAST LINE OF SAID WEST 120 ACRES AS FENCED AND OCCUPIED, BEING A LINE DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 33.0 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER AND RUNNING NORTH ALONG THE OLD FENCE LINE TO THE NORTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER, AND EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 33.0 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID WEST 120 ACRES AS FENCED AND OCCUPIED; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 722.46 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER, 1194.25 FEET; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 737.41 FEET TO A POINT ON THE EAST LINE OF THE WEST 120 ACRES AS FENCED AND OCCUPIED, AS AFORESAID, SAID POINT BEGIN 18.05 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID NORTHEAST QUARTER, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST 120 ACRES AS FENCED AND OCCUPIED, 1194.81 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

61-12-303-001

## EXHIBIT B

## The Glencrest Unit III and Alex Properties

- A. Glencrest III Property, being part of the Original Slater/Swake property, which is described in its entirety as follows:

PARCEL 1: THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 50 FEET OF THE WEST 960 FEET THEREOF).

PARCEL 2: THE EAST 55.49 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS): COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, 33.50 FEET, THENCE WEST ON A LINE WHICH IS 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE EXTENDED WEST OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, 100 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, 29.52 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE EAST ALONG SAID NORTH LINE 100.07 FEET TO THE PLACE OF BEGINNING.

PARCEL 3: THAT PART LYING SOUTH OF THE CENTER LINE OF DUNDEE ROAD, ORIGINALLY LAID OUT, OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 100 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF).

PARCEL 4: THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING NORTH OF THE CENTER LINE OF DUNDEE ROAD AS ORIGINALLY LAID OUT AND EXCEPT THAT PART OF THE WEST 960 FEET THEREOF LYING SOUTH OF THE CENTER LINE OF DUNDEE ROAD) ALL BEING IN COOK COUNTY, ILLINOIS.

- B. Alex Property.

THAT PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 13, 1,223 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH ON A LINE 1,223 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 435.82 FEET, THENCE WEST 400 FEET, THENCE SOUTH 435.82 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER 400 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

The "Additional Territory"

The Sanctuary - Unit II

PARCEL 1: THE WEST 20 RODS OF THE EAST 80 RODS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 20 RODS OF THE EAST 60 RODS OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE WEST 200 FEET OF THE EAST 1,520 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

01-13-300-003  
01-13-300-004

## EXHIBIT D

## CARMELITE PROPERTY

PARCEL 1: THE NORTH 50 FEET OF THE WEST 960 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST 55.49 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, 33.60 FEET; THENCE WEST ON A LINE WHICH IS 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE EXTENDED WEST, OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, 100 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, 29.52 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE EAST ALONG SAID NORTH LINE 100.07 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE EAST 100 FEET OF THE FOLLOWING PARCEL (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF): THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE SOUTH LINE OF DUNDEE ROAD.

PARCEL 4: THE WEST 960 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF DUNDEE ROAD) ALL IN COOK COUNTY, ILLINOIS;

01-02-402-002

02-02-300-004

EXHIBIT E

YOUNGHUSBAND PROPERTY

LOT 2 AND THE NORTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

THAT PART LYING NORTH OF THE CENTER LINE OF DUNDEE ROAD (AS ORIGINALLY LAID OUT) OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

02-07-300-002

02-07-100-003

Property of Cook County Clerk's Office

EXHIBIT FJUNG PROPERTY

## PARCEL 1:

THE SOUTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE EAST 10 ACRES THEREOF) AND THE NORTH 20 ACRES OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF, IF ANY, FALLING WITHIN THE SOUTH 60 ACRES OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 24), IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THE FOLLOWING:

## EXCEPTION PORTION:

THE EAST 331.40 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24.

## PARCEL 3:

ALL THOSE PORTIONS OF PALATINE ROAD AND BARRINGTON ROAD WHICH ARE ADJACENT TO THE PARCELS 1 AND 2 ABOVE AND NOT WITHIN ANY MUNICIPALITY.

01-24-100-003  
01-24-100-007  
01-24-100-011  
01-24-100-013  
01-24-101-001

1-17-2000 6:21PM

FROM VILLAGE OF INVERNESS 147 358 185

P. 1

UNOFFICIAL COPY

EXHIBIT G**WATER AND SEWER CONNECTION FEES**

(as of 12/01/99)

**Sewer Connection Fee**

Residential - single family with a water meter size of 3/4":	2,250
Residential - single family with a water meter size of 1":	3,750
Multiple family:	2,250 X # of dwelling units

**Non-residential—by water meter size**

<u>Water Meter Size</u>	<u>Connection Fee</u>
3/4"	2,250/meter
1"	3,750/meter
1 1/2"	7,500/meter
2"	12,000/meter
3"	22,500/meter
4"	37,500/meter
6"	75,000/meter
over 8"	120,000/meter

**Water connection**

Residential - single family w/water meter size of 3/4":	1,500
- single family w/water meter size of 1":	2,000
- single family w/water meter size greater than 1":	Not allowed
- multiple family	\$1,500 X # of units

**Non-residential users:**

<u>Water Meter Size</u>	<u>Connection Fee</u>
3/4"	1,500/meter
1"	2,000/meter
1 1/2"	5,000/meter
2"	8,000/meter
3"	15,000/meter
4"	25,000/meter
6"	50,000/meter
over 8"	80,000/meter

TOTAL P.03

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Page 57 of 57