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



Doc#: 0524239054 Fee: \$70.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/30/2005 11:42 AM Pg: 1 of 24

I, HEREBY CERTIFY that I am the Village Clerk of the Village of Barrington, in the Counties of Cook and Lake, in 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:

**Resolution
Authorizing and Approving Recapture of Costs of
Certain Utility Improvements (Hillside Farms)**


which was passed by the Board of Trustees of said Village at a duly called regular meeting held in the Village of Barrington on the 26th day of April, 2004 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. 04 - 2992.

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 on 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is in the records of said Village on file in my office for safekeeping and that said Resolution has not been amended or repealed.

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Village this 19th day of July, 2005.


Ron M. Koppelman, Village Clerk, Village of Barrington
By Melanie Marcodes, Deputy Village Clerk

(SEAL)

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Resolution No. 04-2992

RESOLUTION AUTHORIZING AND APPROVING RECAPTURE OF COSTS OF CERTAIN UTILITY IMPROVEMENTS (Hillside Farms)

WHEREAS, pursuant to the terms of an Annexation Agreement made on or about February 14, 2000 and recorded on or about June 28, 2000 in the office of the Cook County Recorder as document number 00482372 (hereinafter referred to as "Annexation Agreement") between the Village of Barrington, a municipal corporation Cook and Lake Counties, Illinois (hereinafter referred to as the "Village") and Great Haven, Inc, an Illinois corporation (hereinafter referred to as the "Developer"), and others, the Developer has agreed that it shall pay the cost of construction and installation of utility improvements to the Village's potable water distribution system and to the Village's sanitary sewer system on and off the subject property commonly referred to as the Hillside Farms Subdivision which facilities shall be oversized so that others may use such improvements and benefit therefrom (such improvements are hereinafter collectively referred to as "Utility Improvements"); and

WHEREAS, the Developer was the owner and developer of the subject property hereinafter legally described on Exhibit 1 of the Recapture Agreement which is attached to and expressly made a part of this Resolution as Schedule 1; and

WHEREAS, certain properties as described by Property Identification Number (PIN) on Exhibit 2 (the "Benefited Properties") of the Recapture Agreement which is attached to and expressly made a part of this Resolution as Schedule 1 are expected to benefit from such Utility Improvements; and

WHEREAS, the Benefited Properties are depicted on an area Map of the Benefited Properties as Exhibit 3 of Schedule 1 attached to and expressly made a part of this Resolution; and

WHEREAS, 65 ILCS 5/9-5-1 through 5/9-5-3 provides as follows:

5/9-5-1. "Whenever a municipal ordinance or an annexation agreement authorized under Section 11-15.1-1 of this Code requires the installation of water mains, sanitary sewers, drains, or other facilities for sewers and drains, the construction of any roadways, or the installation of any traffic signals or other traffic related improvements as a condition of

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either the acceptance of a preliminary or final subdivision or plat described in Section 11-12-12 or a preliminary or final planned unit development plan or the issuance of a building permit and where, in the opinion of the corporate authorities, the facilities, roadways, or improvements may be used for the benefit of property not in the subdivision or planned unit development or outside the property for which a building permit has been issued, and the water mains, sanitary sewers, drains, or other facilities, roadways, or improvements are to be dedicated to the public, the corporate authorities may by contract with the subdivider or permittee agree to reimburse and may reimburse the subdivider or permittee for a portion of the cost of the facilities, roadways, and improvements from fees charged to owners of property not within the subdivision, planned unit development, or property for which a building permit has been issued when and as collected from the owners. The contract shall describe the property outside the subdivision, planned unit development, or property for which a building permit has been issued that may reasonably be expected to benefit from the facilities, roadways, or improvements that are required to be constructed under the contract and shall specify the amount or proportion of the cost of the facilities, roadways, or improvements that is to be incurred primarily for the benefit of that property. The contract shall provide that the municipality shall collect fees charged to owners of property not within the subdivision, planned unit development, or property for which a building permit has been issued at any time before the connection to and use of the facilities, roadways, or improvements by the respective properties of each owner. The contract may contain other and further provisions and agreements concerning the construction, installation, completion, and acceptance of the facilities, roadways, or improvements that the corporate authorities in their sole opinion deem proper and may also provide for the payment to the subdivider or permittee of a reasonable amount of interest on the amount expended by the subdivider or permittee in completing the facilities, roadways, and improvements, the interest to be calculated from and after the date of completion and acceptance of the facilities, roadways, and improvements.

5/9-5-2. Any contract entered into between the corporate authorities of a municipality and a subdivider pursuant to Section 9-5-1 shall be filed with the recorder of each county in which all or a part of the property affected thereby is located. The recording of the contract in this manner shall serve to notify persons interested in such property of the fact that there will be a charge in relation to such property for the connection to and use of the facilities constructed under the contract.

5/9-5-3. This Division 5 does not apply to any municipality which is a home rule unit. This Division 5 is not a prohibition upon the contractual and associational power granted by Article VII, Section 10 of the Illinois Constitution.”; and

WHEREAS, pursuant to the authority granted to the Village pursuant to 65 ILCS 5/9-5-1 et. seq., the Village has agreed with the Developer to enter into a Recapture Agreement for the recapture by the Village for the benefit of the Developer of a fair and equitable portion of the cost of the Utility Improvements to be paid by the owners of the Benefitted Parcels; and

WHEREAS, it is fair and equitable to calculate the Recapture Payment for the Utility Improvements on the basis of Population Equivalents of properties now expected to be served by such

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Utility Improvements; and

WHEREAS, it is fair and equitable that the Recapture Payments for the Utility Improvements bear interest at the rate of six percent (6%) per annum and in accordance with 65 ILCS 5/9-5-1 said interest must also be calculated to commence from and after the date the said Utility Improvements have been completed and after dedication of the same has been accepted by the Village; and

WHEREAS, the Village and the Developer have agreed upon the form of a Recapture Agreement which complies with the terms and provisions of the Annexation Agreement and the terms and provisions of the statutes of the State of Illinois (65 ILCS 5/9-5-1 et seq.); and

WHEREAS, the Village desires to authorize and approve the execution and delivery of the Recapture Agreement, a copy of which is attached hereto and expressly made a part hereof as Schedule 1.

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

SECTION 1: The President and Board of Trustees hereby find that the recitals set forth in the preamble to this Resolution are true and correct and such recitals are incorporated by reference into and made a part of this Resolution.

SECTION 2: The Recapture Agreement, a copy of which is attached hereto and expressly made a part hereof as Schedule 1 is hereby approved.

SECTION 3: If on or before June 30, 2004, the Developer submits to the Village the usual and appropriate sworn contractor affidavit, final waivers of lien and other documents as provided in the Recapture Agreement (Schedule 1) to evidence adequate proof of payment for all of the eligible Utility Improvements Cost, then and only in such event, upon receipt of a copy properly signed by the Developer, the President and Clerk of this Village are hereby authorized and directed to execute and deliver a copy of the Recapture Agreement (Schedule 1 hereto) to the Developer substantially in the form of Schedule 1 and to do all things necessary and essential, including the execution of any other documents and certificates necessary and any recording required by law to implement the said Recapture Agreement.

If on or before June 30, 2004, the Developer does not submit appropriate documentary evidence of proof of payment for all of the eligible Utility Improvements Cost, or if the documentary evidence submitted

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does not evidence proof of payment for all of the eligible Utility Improvements Cost in the aggregate amount as set forth in the Recapture Agreement (Schedule 1), then the approval of the Recapture Agreement (Schedule 1) and the authority of the Village President and the Village Clerk to execute and deliver a signed copy thereof shall be null and void and of no force or effect.

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

PASSED THIS 26th DAY OF April, 2004 BY ROLL CALL VOTE AS FOLLOWS:

AYES: Tristen, Dann, Schaefer, Raseman, Yeagley, Hunt, Daluga, President Reagle

NAYS: None

ABSENT: None

ABSTAIN: None

RECUSED: None

APPROVED THIS 26 DAY OF April, 2004

Marshall S. Reagle
Marshall S. Reagle - Village President

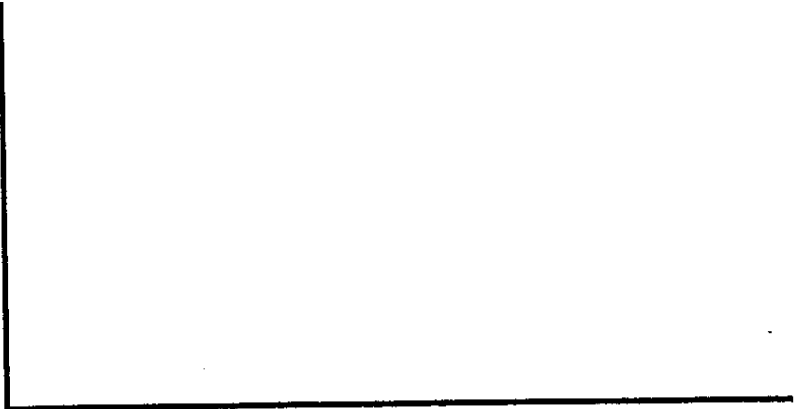
Recapture - New Haven

ATTESTED AND FILED THIS
26 DAY OF April, 2004.

Ron Kopplemann
Ron Kopplemann - Village Clerk

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SCHEDULE 1
 TO RESOLUTION AUTHORIZING
 AND APPROVING RECAPTURE OF
 COSTS OF CERTAIN UTILITY
 IMPROVEMENTS
 (Hillside Farms)



Property of Cook County

AGREEMENT FOR RECAPTURE

THIS AGREEMENT made and entered into this _____ day of _____, 2004, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as the "Village"), a municipal corporation in Cook and Lake Counties, Illinois, and GREAT HAVEN, INC., an Illinois Corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, this writing constitutes a written recapture agreement (hereinafter referred to as "Agreement" "Recapture Agreement" or by terms of similar import) to be executed by the parties prior to the time that certain improvements are installed by the Developer, or as soon thereafter as possible; and

WHEREAS, pursuant to the terms of an Annexation Agreement with the Village of Barrington made on or about February 14, 2000 and recorded on or about June 28, 2000 in the Office of the Cook County Recorder as document number 00482372 (hereinafter referred to as "Annexation Agreement"), the Developer has agreed that it shall pay the cost of construction and installation of utility improvements to the Village's potable water distribution system and to the Village's sanitary sewer system on and off the subject property commonly referred to as the Hillside Farms Subdivision which facilities will be over sized so that others may use such improvements and benefit therefrom (whether or not such improvements were constructed by the Village or the Developer the same are hereinafter collectively referred to as "Utility Improvements"), which Utility Improvements are to be constructed as shown on plans as approved by the Village of Barrington; and

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

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

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

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

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

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

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

"Benefited Property" - Any property or a portion thereof with the potential of being served in whole or in part by the Utility Improvements as provided in Section 3 herein. Each Benefited Property is identified on Exhibit 2 by its current permanent index number. The area in which all of the Benefited Properties are located is depicted on the drawing designated as Exhibit 3.

"Population Equivalent" or "P.E." - The number assigned to each residential lot within the Subject Property and to each of the Benefited Properties based upon uses permitted at the time of the execution of this Recapture Agreement of each such property as follows:

Use	P.E.
Each Residential Lot not within the Subject Property	3.5
Each Residential Lot within the Subject Property	3.5
The Golf Course Properties in the aggregate	76.0
Each Commercial Lot in the B-1 zoning district	5.0

The total number of P.E.'s for all of the Benefited Properties plus the Subject Property is 754.

"Recapture Payment" - An amount calculated in accordance with the provisions of Section 3 herein, and interest thereon as provided in Section 3 herein. Notwithstanding anything contained herein to contrary, the maximum amount of principal of the Utility Improvements Cost which the Developer is entitled to receive as Recapture Payment hereunder is $\frac{726}{754}$ of the Utility Improvements Cost or \$516,105.14.

"Utility Improvements Cost" - The actual cost of installing the Utility Improvements (whether or not such improvements were constructed by the Village or the Developer the same are hereinafter collectively referred to as "Utility Improvements"), as certified to the Village under oath by the chief financial officer of the Developer and supported by appropriate proof of cost and the payment thereof as reasonably required by the Village and includes but is not limited to, the following:

- (i) The engineering expenses for preparation of the Plans and Specifications, and any revisions thereto, to the extent paid for by the Developer.
- (ii) The contracting costs and expenses of supervising and inspecting the construction of the Utility Improvements.
- (iii) The total face amount of any contracts entered into in connection with the construction of the Utility Improvements and all authorized extra expenditures made pursuant thereto.
- (iv) The aggregate amount paid to the Village by the Developer for the ten (10") inch watermain from the point of connection at the east end of the Fairfield Subdivision

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to the easterly edge of Hillside Farms Subdivision (hereinafter sometimes referred to as the "10 inch Hillside Watermain").

- (v) Any and all permit fees, plan review, and inspection fees paid to the Village or any other governmental agencies having jurisdiction over the Utility Improvements.

The chief financial officer for the Developer has submitted and the Village has reviewed the appropriate financial records and the Developer and the Village agree that for purposes of this Recapture Agreement the aggregate cost of the Utility Improvements is \$536,007.85.

"Utility Improvements Cost per P.E." – An amount (\$710.89) which was determined by dividing the Utility Improvements Cost (\$536,007.85) by the aggregate P.E. for all Benefited Properties and all of the Subject Property (754).

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

A. In order to provide for the reimbursement to the Developer for the cost of a portion of the Utility Improvements, the Village will require each Benefited Owner to pay to the Village a Recapture Payment computed in accordance with this Section 3. The Recapture Payment shall be due at any time prior to the expiration of this Agreement that the Village is requested to issue to a Benefited Owner a permit to connect to the Villages sanitary sewer system and/or potable water system or to develop property benefiting from the Utility Improvements, provided that no such payment shall be required unless the Benefited Owner will connect to the Villages sanitary sewer system and/or potable water system proposed as of this date. Upon collection of the Recapture Payment the Village will pay to Developer said amount within 60 days.

B. The amount of the Recapture Payment for a Benefited Property shall be determined as follows:
The Utility Improvements Cost is divided by the total number of Population Equivalents of all of the Benefited Properties including the 8 residential lots within the Subject Property with the resulting sum being a cost per P.E. The cost per P.E. is then multiplied by the number of P.E.'s assigned to each individual Benefited Property so that the Benefited Owner is responsible to make a Recapture Payment which will reimburse the Developer for a pro rata share of the actual cost of the Utility Improvements based upon the P.E. assigned to each Benefited Property.

For purposes of this Recapture Agreement each Benefited Property and the Subject Property and their respective assigned P.E. are identified on Exhibit 2 and the total PE of all of the Benefited Properties and the Subject Property is 754. (See Exhibit 2)

An example to illustrate the calculation of a Recapture Payment pursuant to Section 3 of this Agreement is set forth as follows:

Assume that a residential lot seeks to connect to the Villages water and sewer systems. The Recapture Payment shall be an amount equal to the Population Equivalent of 3.5 multiplied by the Utility Improvements Cost per Population Equivalent of \$710.89 or \$2,488.11 (plus interest payments, if any as specified in Section 3 hereof).

C. The Benefited Owner's Recapture Payment shall include interest on the amount calculated to be due, at the rate of six (6) % per annum calculated from and after the date upon which the Village has approved all of the Utility Improvements as completed and accepted.

SECTION 4. Village's Collection Efforts. The proper representatives of the Village shall make reasonable efforts to collect the recapture amounts set forth in Section 3 of this Agreement but shall

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

SECTION 5. Right to Connect.

A. The parties acknowledge that all of the Benefited Properties will be benefited by the Utility Improvements and that all Benefited Owners shall have the right to connect to the Utility Improvements whether or not such Utility Improvements have been accepted by the Village so long as they first shall have: (i) complied with all applicable Village Ordinances and have paid all applicable fees, charges, and expenses to the Village including but not limited to, (ii) all tap on fees and connection fees then due and payable under Village Ordinances, Building Permits or pre-annexation agreements as of the date of such connection; (iii) all Recapture Payments which are chargeable to the Benefited Property which Recapture Payment shall include interest, if any as specified in Section 3 of this Agreement.

B. Upon receipt by the Village from the Developer and its assignee of an Irrevocable Offer of Dedication and a Bill of Sale for the 10 inch Hillside Watermain the following shall be applicable:

(i) The Village acknowledges that the Developer and its assignee shall not be responsible for any problems that arise out of the connection by any party to the 10 inch Hillside Watermain provided that any such problem is not the result of any action or failure to act by the Developer and/or his assignee; and

(ii) Any such problem resulting from the connection by another party to the 10 inch Hillside Watermain which is not the result of an action or failure to act by the Developer or its assignee shall not constitute a basis for the Village to withhold its acceptance of an Offer of Dedication of the portion of the potable water system installed and paid for by the Developer and/or its assignee.

SECTION 6. Developer's obligations; Third Party Suit. If any section, subsection, subdivision, paragraph, sentence, clause, term, provision or phrase of the Agreement or any part thereof is for any reason held to be unconstitutional, invalid, ineffective, or unenforceable by any court of competent jurisdiction, then the Developer and not the Village shall bear all of the risk, for all costs and expenses of any kind or nature whatsoever, in connection therewith; and in such event, the Developer shall have no right of any kind or nature whatsoever to seek or recover any amount whatsoever from the Village..

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Accordingly, it is understood and agreed by the parties hereto that if a third party challenges this Agreement and/or its enforceability by legal action, the Developer will, reimburse the Village for all costs and expenses of any kind or nature whatsoever, including but not limited to witness fees and attorney's fees and expenses that the Village incurs in the defense of said lawsuit, and the Developer shall indemnify and hold harmless the Village for all such defense costs and for any judgment or settlement, and all other costs and expenses of any kind whatsoever charged against or incurred by the Village in any way directly or indirectly related to any claim, cause of action or lawsuit brought.

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

In the event that a third party challenges this Agreement and/or its enforceability by legal action, the Village has no obligation to defend such lawsuit. Notwithstanding whether or not the Village undertakes the defense of any such lawsuit, the Developer shall deposit with the Village security for the performance of its obligations in the form of a cash deposit or a letter of credit in such amount as the Village in its sole discretion shall require, in a form approved by the Village Attorney, to secure its obligations provided in this Section. At the conclusion of the litigation the Village shall return the deposit (or the balance thereof, if any) or release the letter of credit if the Developer has reimbursed the Village for its costs and expenses as herein provided.

SECTION 7. Receipts. The Village shall issue a receipt in triplicate upon the payment of any of the Recapture Payments and shall deliver to Developer one copy of said receipt with payment within sixty (60) days of receipt of any Recapture Payment.

SECTION 8. Developers Indemnity. In each circumstance in this Agreement in which the Developer is required to bear the risk to indemnify and/or defend and/or hold harmless the Village, the term "Village" in such context shall mean, refer to and include the Village and all of its Boards and Commissions now existing or hereinafter created and their respective officers, employees, agents, attorneys, officials, and contractors.

SECTION 9. Notices. Any notice to any party hereto shall be in writing and the mailing thereof by certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below (or such other place as any party hereto may by notice in writing designate for itself) shall constitute service of notice hereunder three (3) business days after mailing thereof:

TO VILLAGE: Village of Barrington
Attention: Village Clerk
200 S. Hough
Barrington, Illinois 60010

TO DEVELOPER: Great Haven, Inc.
PO Box 3076
Barrington, IL 60011
Attn: Greg Crowther

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

Upon execution of this Agreement, the Developer shall be required to send notices to the Benefited Owners substantially in the form set forth in Exhibit 4 hereto.

Prior to the delivery of any Recapture Payment by the Village to the Developer, the Developer shall deliver to the Village an Affidavit that notice was given by including with such Affidavit, proof of service by personal delivery, certified mail (along with the green cards that were returned) and/or by registered mail (along with the post office receipt for registered mail).

SECTION 10. Dedication of Utility Improvements. Upon execution of the Recapture Agreement by the Village, the Developer, and his assignee, if any, shall each deliver to the Village an Irrevocable Offer of Dedication to the Village (in a form reasonably acceptable to the Village Attorney) of all Utility Improvements.

Notwithstanding that the following described 10 inch Hillside Watermain was constructed by the Village at the Developers expense in order to clarify that the Developer or his assignee never had or acquired any rights in such 10 inch Hillside Watermain the aforesaid Offer of Dedication shall include the watermain section from the point of connection at the east end of the Fairfield Subdivision to the easterly edge of the Hillside Farms Subdivision.

The Village shall not be required to accept the Offer of Dedication of the Utility Improvements until the first to occur of the following: the connection of a Benefited Property to the Village sanitary sewer system or the completion of construction of and the issuance of occupancy permits for residences on all eight lots in the Hillside Farms subdivision (i.e. Subject Property). Notwithstanding the foregoing to the contrary provided that the Utility Improvements to the Village's potable water system conform to all applicable Village Ordinances and final engineering plans and specifications, the Village agrees to accept the Offer of Dedication of the improvements to the Villages potable water system which are included in the term Utility Improvement as defined in this Agreement.

Upon execution of the Recapture Agreement the Developer and his assignee, if any, shall each deliver to the Village an Irrevocable Offer of Dedication to the Village (in a form reasonably acceptable to the Village attorney) of all public rights-of-way, and the public improvements located therein including but not limited to the storm sewer system (excluding Outlot A).

Other than the potable water system, the Village shall not be required to accept the Offer of Dedication of all public rights-of-way, and the public improvements located therein including but not limited to the storm sewer system (excluding Outlot A) until residences have been constructed on all eight lots in the Hillside Farms Subdivision

Other than the potable water system, the Village shall not be obligated to accept any other Utility Improvements or public right-of-way, or other public improvements unless and until such time as all such other public improvements shall conform to all applicable Ordinances and approved final engineering plans and specifications applicable to such other public improvements for this development

Upon execution of the Recapture Agreement the Developer and his assignee, if any, shall each deliver separate executed Bills of Sale or any other appropriate instrument (in a form reasonably acceptable to the Village Attorney) which shall separately assign and convey to the Village, upon acceptance by the Village of the aforesaid Offers of Dedication all of its right, title and interest in and to each of the said Utility Improvements and public right-of-way, or public improvements. The dedication of each of the said Utility Improvements and the public right-of-way, or public improvements shall be free and clear of all liens and encumbrances and shall be without cost to the Village.

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SECTION 11. Recordation. The Village, by and through its elected or appointed officials, shall adopt any necessary resolution to carry into full force and effect the provisions of this Agreement and shall record any such resolution along with a copy of this Agreement in the office of the Recorder of Cook County, Illinois. All costs of the recording are to be borne by the Developer.

SECTION 12. Term. This Agreement shall be in full force and effect from the date of this Agreement until the earlier of (a) full payment to the Developer of the amounts of the Recapture Payments calculated under Section 3 of this Agreement, or (b) the expiration of the term of the Annexation Agreement.

SECTION 13. Exhibits. Each Exhibit which is attached to this Agreement is deemed to be and expressly made a part of and incorporated into this Agreement to the same extent as if each such Exhibit had been set forth in its entirety in the body of this Agreement.

SECTION 14. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developer who have been designated in writing by Developer as being parties intended to be benefited and burdened by the provisions of this Agreement, and upon successor Corporate Authorities of the Village and successor municipalities. Notwithstanding anything contained herein to the contrary, Developer may assign its rights and delegate its duties and obligations hereunder. No delegation of Developer's duties and obligations, however, shall relieve Developer of its obligations and liabilities under this Agreement, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility for all duties and obligations of Developer relating to this Agreement. In the event that competing claims for payment of Recapture Payments hereunder are made upon the Village in addition to any and all other remedies it may have in law or in equity, the Village shall have the right to file an interpleader action and have all of its costs and expenses paid for by the other parties or out of the stake. Nothing contained in this paragraph shall limit or restrict the Developer's right to assign to others its right to receive Recapture Payments paid under and pursuant to this Agreement.

SECTION 15. Effect. Nothing in this Agreement is intended to expand the rights or responsibilities of the parties beyond that which is otherwise permitted by law.

SECTION 16. Execution. This Agreement constitutes the entire understanding between the parties. Any modifications hereto shall have no effect unless they are reduced to writing and executed by both parties. This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof, which day shall be the effective date of the Agreement.

VILLAGE:

**VILLAGE OF BARRINGTON, an Illinois
Municipal Corporation**

By: _____

Name: _____

Its: Village President

ATTEST:

Village Clerk

(Corporate Seal)

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CONTRACT PURCHASER AND DEVELOPER:

GREAT HAVEN, INC., an Illinois Corporation

By: _____

Name: _____

Its: President

ATTEST:

Secretary

(Corporate Seal)

Property of Cook County Clerk's Office



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EXHIBIT I TO RECAPTURE AGREEMENT
LEGAL DESCRIPTION OF SUBJECT PROPERTY
BEFORE SUBDIVISION

The East 325 feet of the West 986 feet of the South 670.20 feet of that part of the Northeast quarter of Section 6, Township 42 north, Range 10, East of the Third Principal Meridian described as follows: Beginning at the Southwest corner of said Northeast quarter; thence East along the South line of said Northeast quarter 23.82 chains; thence North parallel with the West line of said Northeast quarter 20.91 chains; thence West parallel with the South line of said Northeast quarter 9.57 chains; thence North parallel with the West line of said Northeast quarter 19.09 chains to the North line of said Northeast quarter; thence West along the said North line 14.25 chains to the West line of said Northeast quarter; thence South, along the West line to the place of beginning, except that part of the above described premises lying North of a line drawn 50 feet South of and parallel to the North line of Section 6, in Cook County, Illinois.

(Pm 02-06-200-083)

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EXHIBIT 2

BENEFITED PROPERTIES TO
RECAPTURE AGREEMENT

	PIN	H_NO	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
1	0206200026	104	HOWE	TER	DARYL BOYD	722 CONCORD LN	BARRINGTON IL	60010	3.50
2	0206200027	102	HOWE	TER	TERRY & JOYCE SKIBISKI	102 HOWE TERR	BARRINGTON IL	60010	3.50
3	0206200062	101	ARLINGTON	DR	M BENSON	101 ARLINGTON DR	BARRINGTON IL	60010	3.50
4	0206200052	101	HOWE	TER	R MC WILLIAMS	101 HOWE TERR	BARRINGTON IL	60010	3.50
5	0206200058	102	ARLINGTON	DR	JOHN NIKOLICH	102 ARLINGTON DR	BARRINGTON IL	60010	3.50
6	0206200063	107	ARLINGTON	DR	ALAN WEST	107 ARLINGTON DR	BARRINGTON IL	60010	3.50
7	0206200053	103	HOWE	TER	K WRIGHT	103 HOWE TERRACE	BARRINGTON IL	60010	3.50
8	0206200028	106	HOWE	TER	JEFFREY BATTAGLIA	106 HOWE TERRACE	BARRINGTON IL	60010	3.50
9	0206200059	104	ARLINGTON	DR	ROBERT N JUS	104 ARLINGTON DRIVE	BARRINGTON IL	60010	3.50
10	0206200054	105	HOWE	TER	L S MILLER	105 HOWE TERR	BARRINGTON IL	60010	3.50
11	0206200029	108	HOWE	TER	LASALLE BK 2400 131	135 S LASALLE ST #1925	CHICAGO IL	60603	3.50
12	0206200060	108	ARLINGTON	DR	KENNETH C DIEBALL	108 ARLINGTON DR	BARRINGTON IL	60010	3.50
13	0206200064	103	ARLINGTON	DR	RASMUSSEN	103 ARLINGTON DR	BARRINGTON IL	60010	3.50
14	0206200055	107	HOWE	TER	DEAN S JOHNSON	107 HOWE TERRACE	BARRINGTON IL	60010	3.50
15	0206200030	110	HOWE	TER	VERNER DAHLSTROM	110 HOWE TERR	BARRINGTON IL	60010	3.50
16	0206200056	109	HOWE	TER	HUGH DAVISON	109 HOWE TERR	BARRINGTON IL	60010	3.50
17	0206200081	116	HAWTHORNE	DR	CANDACE O PURDY	116 HAWTHORNE DR	BARRINGTON IL	60010	3.50
18	0206200065	118	HAWTHORNE	DR	JEFF S BOTKER	118 HAWTHORNE DR	BARRINGTON IL	60010	3.50
19	0206200033	112	HOWE	TER	TETSURO MITAMI	112 HOWE TERR	BARRINGTON IL	60010	3.50
20	0206200057	111	HOWE	TER	ROBERT G SIEBECKER	111 HOWE TERR	BARRINGTON IL	60010	3.50
21	0206200031	116	PROSPECT	DR	DAVID L GARRISON	116 PROSPECT DR	BARRINGTON IL	60010	3.50
22	0206200087	119	HAWTHORNE	DR	F J THOMAS	119 HAWTHORNE DRIVE	BARRINGTON IL	60010	3.50
23	0206200032	114	PROSPECT	DR	WILLIAM CROWLEY	114 PROSPECT DR	BARRINGTON IL	60010	3.50
24	0206200034	114	HOWE	TER	W A YELLI	114 HOWE TERRACE	BARRINGTON IL	60010	3.50
25	0206200066	123	HAWTHORNE	DR	ROLF E MUELLER WUENSCH	123 HAWTHORNE DR	BARRINGTON IL	60010	3.50
26	0206200088	119	HOWE	TER	FALBO SR	119 HOWE TERR	BARRINGTON IL	60010	3.50
27	0206200069	121	HOWE	TER	JOE & STELLA CHLEBEK	121 HOWE TERR	BARRINGTON IL	60010	3.50
28	0206200035	116	HOWE	TER	LOIS M CHARLSON	116 HOWE TERRACE	BARRINGTON IL	60010	3.50
29	0206200070	123	HOWE	TER	DAVID A WHITE	123 HOWE TERR	BARRINGTON IL	60010	3.50

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EXHIBIT 2
 BENEFITED PROPERTIES TO
 RECAPTURE AGREEMENT

PIN	H_NO	STI	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
30	0206200071		HOWE	TER	MICHAEL & SUE MCLEARY	125 HOWE TERRACE	BARRINGTON IL	60010	3.50
31	0206200072		HOWE	TER	WILLIAM CROWLEY	129 HOWE CT	BARRINGTON IL	60010	3.50
32	0206200005	N	PHEASANT	LN	MANFRED SCHWAN	130 PHEASANT LANE	BARRINGTON IL	60010	3.50
33	0206200010	N	PHEASANT	LN	FRANK/NANCE POST	131 PHEASANT LN	BARRINGTON IL	60010	3.50
34	0206200020	S	ELA	RD	JERRY JOZWIAK	115 S ELA ROAD	BARRINGTON IL	60010	3.50
35	0206200038		ROTH	AVE	MARK SWANSON	126 ROTH AVE	BARRINGTON IL	60010	3.50
36	0206200037		GRACE	LN	ROBERT N MANNEL	125 GRACE LANE	BARRINGTON IL	60010	3.50
37	0206200036		GRACE	LN	P D TRIPLETT	126 GRACE LN	BARRINGTON IL	60010	3.50
38	0206200074		HOWE	TER	M AND E WALTER	120 HOWE TERR	BARRINGTON IL	60010	3.50
39	0206200075		HOWE	TER	A & JOANN RIEDERSKE	122 HOWE TERRACE	BARRINGTON IL	60010	3.50
40	0206200073		HOWE	TER	RICHARD B THOMAS	127 HOWE TERR	BARRINGTON IL	60010	3.50
41	0206200076		HOWE	TER	ARLENE H BROWN	124 HOWE TERR	BARRINGTON IL	60010	3.50
42	0206200106	N	PHEASANT	LN	NICKIE PETRATOS	128 PHEASANT LN	BARRINGTON IL	60010	3.50
43	0206200077		ROTH	AVE	BRIAN ARBUTHNOT	127 S ROTH AV	BARRINGTON IL	60010	3.50
44	0206200096		BRIAR	PL	BRIAN K OLSON	128 BRIAR PL	BARRINGTON IL	60010	3.50
45	0206200021	S	ELA	RD	STEFAN BISCHOF	117 S ELA ROAD	BARRINGTON IL	60010	3.50
46	0206200049		ROTH	AVE	MARK RHONDA DEHN	128 ROTH AVE	BARRINGTON IL	60010	3.50
47	0206200048		GRACE	LN	JAMES SPAREBUS	127 GRACE LN	BARRINGTON IL	60010	3.50
48	0206200039		GRACE	LN	ROCCO L CARDINALLO	128 GRACE LANE	BARRINGTON IL	60010	3.50
49	0206200006	N	PHEASANT	LN	KENNETH W YOUNG	129 PHEASANT LN	BARRINGTON IL	60010	3.50
50	0206200084		BRIAR	PL	ALEX SKOWRON	129 BRIAR PL	BARRINGTON IL	60010	3.50
51	0206200107	N	PHEASANT	LN	RAYMOND C WILKINSON	126 PHEASANT LN	BARRINGTON IL	60010	3.50
52	0206200078		ROTH	AVE	RAYMOND N STIRBER	129 ROTH AV	BARRINGTON IL	60010	3.50
53	0206200097		BRIAR	PL	HARLOW R MILLS	130 BRIAR PLACE	BARRINGTON IL	60010	3.50
54	0206200051		ROTH	AVE	A RYTEL & R KRUPA	130 ROTH AV	BARRINGTON IL	60010	3.50
55	0206200050		GRACE	LN	JOHN P KUHLE	131 GRACE LANE	BARRINGTON IL	60010	3.50
56	0206200016		HAWK	DR	GLENN E & PAM JANKOVEC	136 HAWK DR	BARRINGTON IL	60010	3.50
57	0206200022	S	ELA	RD	RICHARD C RIOUX	119 S ELA RD	BARRINGTON IL	60010	3.50
58	0206200085		HOWE	TER	CAROL KAGERER	128 HOWE TERR	BARRINGTON IL	60010	3.50

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EXHIBIT 2
BENEFITED PROPERTIES TO
RECAPTURE AGREEMENT

PIN	H_NO	STR_NAME	STR_SFX	MAILNAME	MAILADD2	MAILCITYST	MAILZIP	P.E.
59	0206200086	BRIAR	PL	BARBARA R WALLNER	2 RIDGE CROFT LN	BARRINGTON IL	60010	3.50
60	0206200040	GRACE	LN	A A RICHTER	130 GRACE LN	BARRINGTON IL	60010	3.50
61	0206200087	LINDER	LN	PATRICIA J WALKER	133 LINDER LANE	BARRINGTON IL	60010	3.50
62	0206200007	HOWE	TER	MICHAEL S MESSINA	130 HOWE TERR	BARRINGTON IL	60010	3.50
63	0206200012	HOWE	TER	CHARLES FOSTER	133 HOWE TERRACE	BARRINGTON IL	60010	3.50
64	0206200017	HAWK	DR	ROBERT POWELL	137 HAWK DR	BARRINGTON IL	60010	3.50
65	0206200041	GRACE	LN	JOHN HALL	132 GRACE LN	BARRINGTON IL	60010	3.50
66	0206200023	S ELA	RD	EMILIA J GOLA	121 S ELA RD	BARRINGTON IL	60010	3.50
67	0206200088	LINDER	LN	GREGG H WISNIEWSKI	137 LINDER LN	BARRINGTON IL	60010	3.50
68	0206200044	GRACE	LN	S KEY & B MARS KEY	134 GRACE LN	BARRINGTON IL	60010	3.50
69	0206200081	GRACE	LN	JOHN C KOPECKY	135 GRACE LN	BARRINGTON IL	60010	3.50
70	0206200089	LINDER	LN	DWIGHT SQUIERS	132 LINDER LN	BARRINGTON IL	60010	3.50
71	0206200103	LINDER	LN	ROSEMARY WALSH	134 LINDER LN	BARRINGTON IL	60010	3.50
72	0206200093	LINDER	LN	R JAEGER	138 LINDER LN	BARRINGTON IL	60010	3.50
73	0206200008	HOWE	TER	OLIVE E BRUGGE	134 HOWE TERRACE	BARRINGTON IL	60010	3.50
74	0206200042	OAK	CT	HARRY M CRAIG	7731 N OCONTO	NILES IL	60714	3.50
75	0206200024	S ELA	RD	DENNIS RANDE	123 S ELA RD	BARRINGTON IL	60010	3.50
76	0206200082	GRACE	LN	SCOTT M PFEIFER	137 GRACE LN	BARRINGTON IL	60010	3.50
77	0206200045	OAK	CT	LAWRENCE GRAZIAN	144 OAK COURT	BARRINGTON IL	60010	3.50
78	0206200108	E HILLSIDE	RD	TOBY S BONHAM TRUST	152 E HILLSIDE RD	BARRINGTON IL	60010	3.50
79	0206200014	HOWE	TER	J W CANZONERI	137 HOWE TERR	BARRINGTON IL	60010	3.50
80	0206200018	E HILLSIDE	RD	CHUNG LI LEE	166 HILLSIDE	BARRINGTON IL	60010	3.50
81	0206200019	E HILLSIDE	RD	STEPHEN K C LI	170 E HILLSIDE RD	BARRINGTON IL	60010	3.50
82	0206200043	E HILLSIDE	RD	S K HEIN	140 E HILLSIDE RD	BARRINGTON IL	60010	3.50
83	0206200009	E HILLSIDE	RD	STEVE DIAMOND	158 E HILLSIDE RD	BARRINGTON IL	60010	3.50
84	0206200094	E HILLSIDE	RD	JACK DERN	154 E HILLSIDE RD	BARRINGTON IL	60010	0.00
	0206200100	E HILLSIDE	RD	JACK DERN	164 E HILLSIDE RD	BARRINGTON IL	60010	0.00
	0206200102	E HILLSIDE	RD	JACK DERN	164 E HILLSIDE RD	BARRINGTON IL	60010	0.00
85	0206200095	E HILLSIDE	RD	MICHAEL DE GRAZIA	156 E HILLSIDE RD	BARRINGTON IL	60010	3.50

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EXHIBIT 2

BENEFITED PROPERTIES TO
RECAPTURE AGREEMENT

PIN	H_NO	STR	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
86 0206200046	142	E	HILLSIDE	RD	ERWIN DAHM	142 E HILLSIDE RD	BARRINGTON IL	60010	3.50
87 0206200025	172	E	HILLSIDE	RD	ED & CAMELIA SHANNON	172 E HILLSIDE RD	BARRINGTON IL	60010	3.50
88 0206200047	144	E	HILLSIDE	RD	CARLTON G SMITH	144 E HILLSIDE RD	BARRINGTON IL	60010	3.50
89 0206200015	164	E	HILLSIDE	RD	MARGUERIETTE N ZICHAL	164 E HILLSIDE RD	BARRINGTON IL	60010	3.50
90 0206403005	171	E	HILLSIDE	RD	MALCOLM H ROSENFELD	171 E HILLSIDE RD	BARRINGTON IL	60010	3.50
91 0206403004	169	E	HILLSIDE	RD	NIEDBALA & STRUNK	169 E HILLSIDE RD	BARRINGTON IL	60010	3.50
92 0205302001	130	S	ELA	RD	JOHN DEBORAH LEARCH	130 S ELA RD	BARRINGTON IL	60010	3.50
93 0206403003	167	E	HILLSIDE	RD	PAUL R VONTIN	167 E HILLSIDE RD	BARRINGTON IL	60010	3.50
1clubs 0208400011	1010	S	NORTHWEST	HWY	TRUMAK CORP	4400 N HARLEM AVE	CHICAGO IL	60706	76.00
0205300002	1010	S	NORTHWEST	HWY	TRUMAK CORPORATION	4400 N HARLEM AVE	NORRIDGE IL	60706	*
0206400011	1010	S	NORTHWEST	HWY	TRUMAK CORP	4400 N HARLEM AVE	CHICAGO IL	60706	*
0207201002	1010	S	NORTHWEST	HWY	TRUMAK CORPORATION	4400 N HARLEM AVE	NORRIDGE IL	60706	*
94 0206403002	165	E	HILLSIDE	RD	FRANK J BIANCO	165 E HILLSIDE RD	BARRINGTON IL	60010	3.50
95 0206403001	163	E	HILLSIDE	RD	MARY BAUERLE	163 HILLSIDE RD	BARRINGTON IL	60010	3.50
96 0206402005	161	E	HILLSIDE	RD	PAUL FREITAG	161 E HILLSIDE RD	BARRINGTON IL	60010	3.50
97 0206400008	133	E	HILLSIDE	RD	CHRIS WELKY	133 E HILLSIDE RD	BARRINGTON IL	60010	3.50
98 0206400006	145	E	HILLSIDE	RD	A ALAJAJIAN	145 E HILLSIDE RD	BARRINGTON IL	60010	3.50
99 0206402004	159	E	HILLSIDE	RD	NORBERT THOMA	159 E HILLSIDE RD	BARRINGTON IL	60010	3.50
100 0206400009	135	E	HILLSIDE	RD	PHILIP & SHELLEY NEHRT	135 E HILLSIDE RD	BARRINGTON IL	60010	3.50
101 0206402003	157	E	HILLSIDE	RD	KENT KUHN	157 E HILLSIDE RD	BARRINGTON IL	60010	3.50
102 0206402002	155	E	HILLSIDE	RD	THOMAS F MURPHY	155 HILLSIDE RD	BARRINGTON IL	60010	3.50
103 0206402001	153	E	HILLSIDE	RD	MR & MRS B LINDSEY	153 E HILLSIDE RD	BARRINGTON IL	60010	3.50
104 0206401003	151	E	HILLSIDE	RD	JUDITH B STONE	151 E HILLSIDE RD	BARRINGTON IL	60010	3.50
105 0206401002	149	E	HILLSIDE	RD	JOSEPH STEIN	149 E HILLSIDE RD	BARRINGTON IL	60010	3.50
106 0206401001	147	E	HILLSIDE	RD	THOMAS J LANGE	147 E HILLSIDE RD	BARRINGTON IL	60010	3.50
107 0205302002	132	S	ELA	RD	ROBERT/LORRAINE MACK	132 S ELA RD	BARRINGTON IL	60010	3.50
108 0205302003	134	S	ELA	RD	DONALD REDMOND	134 S ELA RD	BARRINGTON IL	60010	3.50
109 0206400010	151		HILLCREST	DR	EDWARD J GOEDEN	151 HILLCREST DR	BARRINGTON IL	60010	3.50
110 0206404006	146		HILLCREST	CT	R E VAIA	146 HILLCREST CT	BARRINGTON IL	60010	3.50

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EXHIBIT 2
BENEFITED PROPERTIES TO
RECAPTURE AGREEMENT

PIN	H_NO	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
111 0206404005	144	HILLCREST	CT	CHRISTOPHER KOEHLER	144 HILLCREST CT	BARRINGTON IL	60010	3.50
112 0205302004	174	HILLCREST	DR	CLINT PAUL	174 HILLCREST DR	BARRINGTON IL	60010	3.50
113 0206404004	142	HILLCREST	CT	JAMES MAYER	142 HILLCREST CT	BARRINGTON IL	60010	3.50
114 0206404003	140	HILLCREST	CT	THOMAS J YAMAGUCHI	140 HILLCREST COURT	BARRINGTON IL	60010	3.50
115 0206404002	138	HILLCREST	CT	JAMES HAWTHORNE	138 HILLCREST CT	BARRINGTON IL	60010	3.50
116 0206405001	153	HILLCREST	DR	RONALD P SMITH	153 HILLCREST DR	BARRINGTON IL	60010	3.50
117 0206404001	136	HILLCREST	CT	WENDELL G PEARSON	136 HILLCREST CT	BARRINGTON IL	60010	3.50
118 0206406006	166	HILLCREST	DR	KENNETH L KOSEK	166 HILLCREST DR	BARRINGTON IL	60010	3.50
119 0206406001	166	HILLCREST	DR	RONALD A PORTO	166 W HILLCREST DR	BARRINGTON IL	60010	3.50
120 0206404012	145	HILLCREST	CT	TRUMAK CORPORATION	4400 N HARLEM AV	CHICAGO IL	60708	3.50
121 0206406005	164	HILLCREST	DR	TAXPAYER OF	164 HILLCREST DR	BARRINGTON IL	60010	3.50
122 0206406002	158	HILLCREST	DR	HENRY W VOGT	158 HILLCREST DR	BARRINGTON IL	60010	3.50
123 0205303001	175	HILLCREST	DR	M J MICKEY	175 HILLCREST DR	BARRINGTON IL	60010	3.50
124 0206406004	162	HILLCREST	DR	W VOGT & J SKWIERTZ	162 HILLCREST DR	BARRINGTON IL	60010	3.50
125 0206404011	143	HILLCREST	CT	VIRGINIA PACKMAN	143 HILLCREST CT	BARRINGTON IL	60010	3.50
126 0206406003	160	HILLCREST	DR	EDWIN C BARTZ	160 HILLCREST DR	BARRINGTON IL	60010	3.50
127 0206404010	141	HILLCREST	CT	JD M TRACY	141 HILLCREST CT	BARRINGTON IL	60010	3.50
128 0206405002	155	HILLCREST	DR	JOHN MACK JR	155 HILLCREST DR	BARRINGTON IL	60010	3.50
129 0206404009	139	HILLCREST	CT	JEROME & MARY PALARZ	139 HILLCREST CT	BARRINGTON IL	60010	3.50
130 0206406008	177	CRESTVIEW	CT	J & V PO CZATEK	177 CRESTVIEW CT	BARRINGTON IL	60010	3.50
131 0206404008	137	HILLCREST	CT	DONALD W REDMOND	137 HILLCREST CT	BARRINGTON IL	60010	3.50
132 0206404007	135	HILLCREST	CT	RONALD & J NIEMASZYK	135 HILLCREST CT	BARRINGTON IL	60010	3.50
133 0206407003	167	HILLCREST	DR	ROBERT J KUBIAK	167 HILLCREST DRIVE	BARRINGTON IL	60010	3.50
134 0205303002	140	ELA	RD	B A CORE & J M CORE	140 S ELA RD	BARRINGTON IL	60010	3.50
135 0206405003	167	HILLCREST	DR	DONALD T HOLZ	167 HILLCREST DR	BARRINGTON IL	60010	3.50
136 0206407002	165	HILLCREST	DR	JAMES & PAMELA KOHL	165 HILLCREST DR	BARRINGTON IL	60010	3.50
137 0206407001	163	HILLCREST	DR	CURT TREU	163 HILLCREST DRIVE	BARRINGTON IL	60010	3.50
138 0206407005	170	CRESTVIEW	CT	DREW POTERACKI	170 CRESTVIEW CT	BARRINGTON IL	60010	3.50
139 0206408007	173	CRESTVIEW	CT	DAVID P LAMB	173 CRESTVIEW CT	BARRINGTON IL	60010	3.50

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EXHIBIT 2

BENEFITED PROPERTIES TO
RECAPTURE AGREEMENT

PIN	H_NO	STI	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
140 0205303003	142	S	ELA	RD	JAMES ELIZABETH BOCK	142 S ELA RD	BARRINGTON IL	60010	3.50
141 0206408001	161		CRESTVIEW	CT	NILS S BJORS	161 CRESTVIEW CT	BARRINGTON IL	60010	3.50
142 0206407004	166		CRESTVIEW	CT	WILLIAN & JUNE WATSON	166 CRESTVIEW CT	BARRINGTON IL	60010	3.50
143 0206408006	171		CRESTVIEW	CT	GEORGE ALLENDORPH	171 CRESTVIEW CT	BARRINGTON IL	60010	3.50
144 0205303004	144	S	ELA	RD	ARTHUR E SHERDEN	144 S ELA RD	BARRINGTON IL	60010	3.50
145 0206408002	163		CRESTVIEW	CT	TROIA	163 CRESTVIEW CT	BARRINGTON IL	60010	3.50
146 0206408005	169		CRESTVIEW	CT	ALAN BREUER	169 CRESTVIEW CT	BARRINGTON IL	60010	3.50
147 0206408004	167		CRESTVIEW	CT	HELEN D EHLERS	167 CRESTVIEW CT	BARRINGTON IL	60010	3.50
148 0206408003	165		CRESTVIEW	CT	RON ELKIN	165 CRESTVIEW CT	BARRINGTON IL	60010	3.50
149 0205303005	148	S	ELA	RD	IRVING KARIM	148 S ELA RD	BARRINGTON IL	60010	3.50
150 0205303006	150	S	ELA	RD	S PODCZERNYNSKI	150 S ELA RD	BARRINGTON IL	60010	3.50
151 0205303007	152	S	ELA	RD	MARIJSA BIALAS	152 S ELA ROAD	BARRINGTON IL	60010	3.50
152 0205304001	154	S	ELA	RD	PAUL & KAREN HUNT	154 S ELA RD	BARRINGTON IL	60010	3.50
153 0205304002	156	S	ELA	RD	JOSEPH KLEINER	156 S ELA RD	BARRINGTON IL	60010	3.50
154 0205304003	158	S	ELA	RD	BRUCE KRAMER	158 S ELA RD	BARRINGTON IL	60010	3.50
155 0205304004	160	S	ELA	RD	DAVID L STEELE	160 S ELA RD	BARRINGTON IL	60010	3.50
156 0208100001			Residential		GENEVA JET LP	231 W. MAIN ST.	BARRINGTON IL	60010	3.50
157 0208100017			Residential		JIM COCOMISE	13 WILLET WAY	CARY IL	60013	3.50
158 0208100002			Residential		GENEVA JET LP	231 W. MAIN ST.	BARRINGTON IL	60010	3.50
159 0208100037			Residential		NEWPORT HOMES	885 W DUNDEE RD.	PALATINE IL	60074	3.50
160 0208100038			Residential		JONATHAN ARADTSEN	145 S ELA RD	BARRINGTON IL	60010	3.50
1c 0208100003			COMMERCIAL		RICHARD KOZEL	1189 S NW HWY	BARRINGTON IL	60010	3.50
161 0208100033			Residential		JOEL D BARRY	151 DEER LN	BARRINGTON IL	60010	3.50
162 0208100034			Residential		MICHAEL HARTZEL	153 DEER LN	BARRINGTON IL	60010	3.50
2c 0208100004			COMMERCIAL		JOURNEY BLDG CONTR	1189 S NW HWY	BARRINGTON IL	60010	5.00
163 0208100035			Residential		WILLIAN SCHMITZ	147 DEER LN	BARRINGTON IL	60010	3.50
164 0208100036			Residential		KEVIN & SUSAN DUFFY	155 S ELA RD	BARRINGTON IL	60010	3.50
3c 0208100005			COMMERCIAL		DIVERSIFIED DESIGN	23844 LANCASTER CT	BARRINGTON IL	60010	5.00
4c 0208100006			COMMERCIAL		DIVERSIFIED DESIGN	23844 LANCASTER CT	BARRINGTON IL	60010	5.00

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EXHIBIT 2
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	PIN	H. NO	ST	STR_NAME	STR_SEX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
5c	0208100007			COMMERCIAL		LASALLE BK 2400 131	135 S LASALLE ST #1925	CHICAGO IL	60603	5.00
165	0208100021			Residential		NANCY ARNDTSEN	249 OLD MILL RD	BARRINGTON IL	60010	3.50
6c	0208100008			COMMERCIAL		LASALLE BK 2400 131	135 S LASALLE ST #1925	CHICAGO IL	60603	5.00
166	0208100022			Residential		EDWIN LUDTKE	164 S ELA RD	BARRINGTON IL	60010	3.50
7c	0208100009			COMMERCIAL		RICHARD WAHL	23844 LANCASTER CT	BARRINGTON IL	60010	5.00
167	0208100023			Residential		TAMMY KARCZEWSKI	184 S ELA RD	BARRINGTON IL	60010	3.50
8c	0208100010			COMMERCIAL		RICHARD WAHL	23844 LANCASTER CT	BARRINGTON IL	60010	5.00
9c	0208100011			COMMERCIAL		TAX PAYER OF	1197 NW HWY	BARRINGTON IL	60010	5.00
10c	0208100012			COMMERCIAL		BEN YELIN	120 HAVERTON WAY	BARRINGTON IL	60010	5.00
11c	0208100013			COMMERCIAL		BEN YELIN	120 HAVERTON WAY	BARRINGTON IL	60010	5.00
12c	0208100030			COMMERCIAL		BEN YELIN	120 HAVERTON WAY	BARRINGTON IL	60010	5.00
13c	0208100039			COMMERCIAL		D(J) PETRO INC	1205 S NW HWY	BARRINGTON IL	60010	5.00
				RESIDENTIAL LOTS	167					635
				HILLSIDE FARMS	8					28
				GOLF	1					76
				COMMERCIAL	13					66
				Total P.E.						764

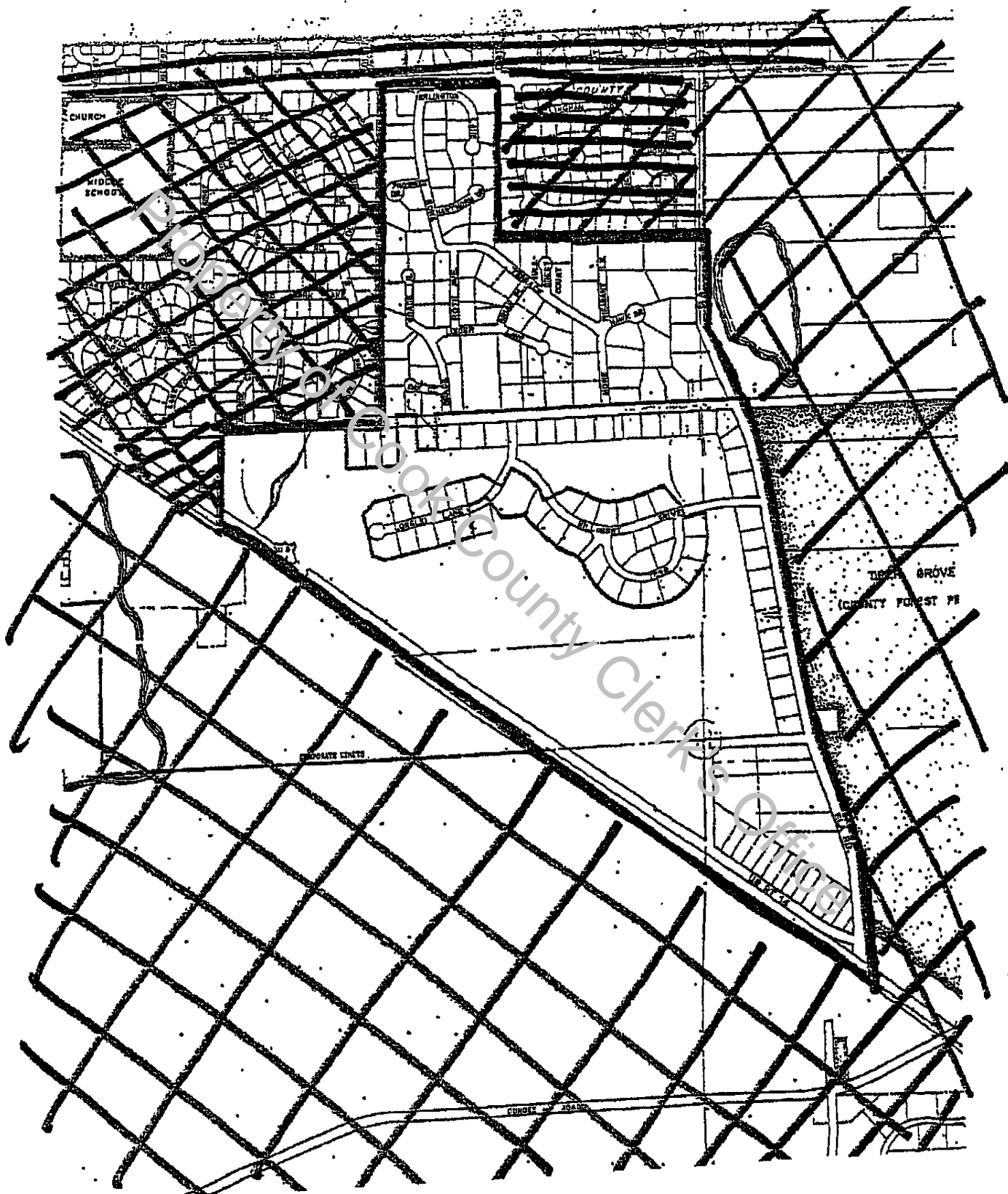
* Golf Course Properties in the Aggregate

Deputy Clerk's Office

UNOFFICIAL COPY

EXHIBIT 3 TO RECAPTURE AGREEMENT

DEPICTION OF THE AREA IN WHICH ALL OF THE
BENEFITED PROPERTIES ARE LOCATED



UNOFFICIAL COPY

EXHIBIT 4 TO RECAPTURE AGREEMENT

FORM OF NOTICE TO OWNERS OF BENEFITED PARTIES

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

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

YOU ARE HEREBY NOTIFIED that pursuant to the authority of the Statutes of the State of Illinois, the Village of Barrington, Cook and Lake Counties, Illinois has entered into a Recapture Agreement effective as of the ___ day of _____, 2004 with Great Haven, Inc. A copy of this Recapture Agreement was recorded in the Office of the Recorder of Cook County, Illinois on the ___ day of _____, 2004 as document number _____. A copy of the recorded Recapture Agreement is enclosed for your convenient reference as a person listed on the records of the Palatine Township Assessor as an assessee of the property identified as PIN _____.

Dated: _____

GREAT HAVEN, INC., an Illinois
Corporation

By: _____
An authorized signatory

**This Instrument Prepared by and
Return To:
Edward M. Springer,
Springer, Casey & Dienstag, P.C.
100 West Monroe Street
Suite 1300
Chicago, Illinois 60603
(312) 372-0800**