

# UNOFFICIAL COPY

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




Doc#: 0524239055 Fee: \$62.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/30/2005 11:44 AM Pg: 1 of 20

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 document attached hereto and made a part hereof is a true and correct copy of the original hereinafter described which copy was taken from and carefully compared with the original entitled:

**Agreement for Recapture (Hillside Farms)**

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 19<sup>th</sup> day of July, 2005.

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

(SEAL)

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

Property of Cook County, Illinois

## AGREEMENT FOR RECAPTURE

THIS AGREEMENT made and entered into this 25th day of MAY, 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 PAVEN, 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 \$516,106.11.

"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 and 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 Developer's 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 Village's 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 hereinunder 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: *Marshall Spurgeon*  
Name: MARSHALL SPURGEON  
Its: Village President  
*Respectfully*

ATTEST:  
*D-Kell*  
Village Clerk

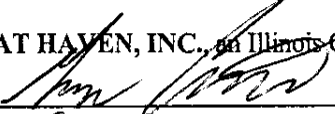
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**CONTRACT PURCHASER AND DEVELOPER:**

**GREAT HAVEN, INC.**, an Illinois Corporation

By: 

Name: Greg Crowther

Its: President

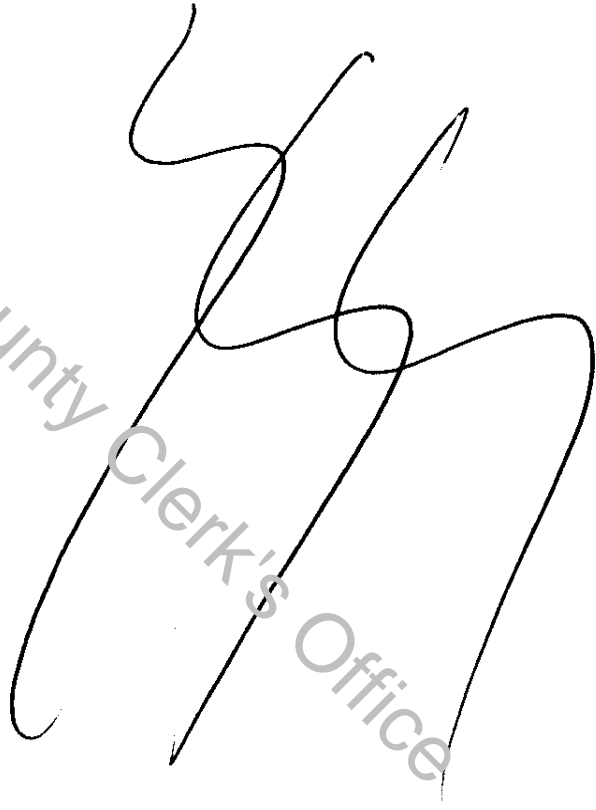
**ATTEST:**



Secretary

(Corporate Seal)

Property of Cook County Clerk's Office



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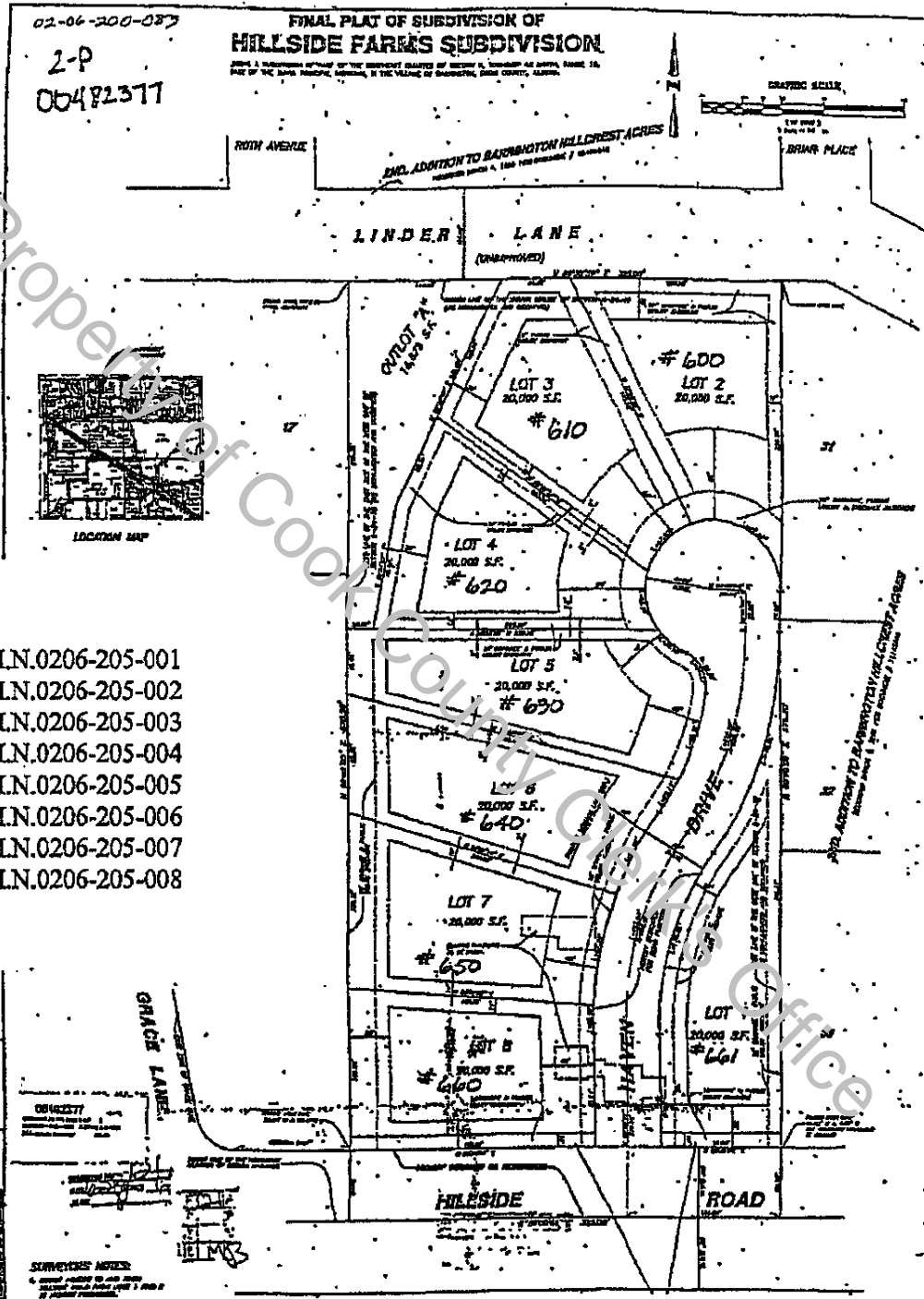
EXHIBIT I TO RECAPTURE AGREEMENT  
LEGAL DESCRIPTION OF SUBJECT PROPERTY  
BEFORE SUBDIVISION

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.

(Pin 02-06-200-083)

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## EXHIBIT 1 TO RECAPTURE AGREEMENT LEGAL DESCRIPTION OF SUBJECT PROPERTY AFTER SUBDIVISION



- Lot #1 P.I.N.0206-205-001
- Lot #2 P.I.N.0206-205-002
- Lot #3 P.I.N.0206-205-003
- Lot #4 P.I.N.0206-205-004
- Lot #5 P.I.N.0206-205-005
- Lot #6 P.I.N.0206-205-006
- Lot #7 P.I.N.0206-205-007
- Lot #8 P.I.N.0206-205-008

## EXHIBIT 2

BENEFITED PROPERTIES TO  
RECAPTURE AGREEMENT

PIN	H_NO	STR	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
1	0206200026	HOWE	HOWE	TER	DARYL BOYD	722 CONCORD LN	BARRINGTON IL	60010	3.50
2	0206200027	HOWE	HOWE	TER	TERRY & JOYCE SKIBISKI	103 HOWE TERR	BARRINGTON IL	60010	3.50
3	0206200062	ARLINGTON	ARLINGTON	DR	M BENSON	104 ARLINGTON DR	BARRINGTON IL	60010	3.50
4	0206200052	HOWE	HOWE	TER	R MC WILLIAMS	101 HOWE TERR	BARRINGTON IL	60010	3.50
5	0206200068	ARLINGTON	ARLINGTON	DR	JOHN NIKOLICH	102 ARLINGTON DR	BARRINGTON IL	60010	3.50
6	0206200063	ARLINGTON	ARLINGTON	DR	ALAN WEST	107 ARLINGTON DR	BARRINGTON IL	60010	3.50
7	0206200053	HOWE	HOWE	TER	K WRIGHT	103 HOWE TERRACE	BARRINGTON IL	60010	3.50
8	0206200028	HOWE	HOWE	TER	JEFFREY BATTAGLIA	106 HOWE TERRACE	BARRINGTON IL	60010	3.50
9	0206200059	ARLINGTON	ARLINGTON	DR	ROBERT N...	104 ARLINGTON DRIVE	BARRINGTON IL	60010	3.50
10	0206200054	HOWE	HOWE	TER	L S MILLER	105 HOWE TERR	BARRINGTON IL	60010	3.50
11	0206200029	HOWE	HOWE	TER	LASALLE BK 2400 131	135 S LASALLE ST #1925	CHICAGO IL	60603	3.50
12	0206200060	ARLINGTON	ARLINGTON	DR	KENNETH C DIEBALL	108 ARLINGTON DR	BARRINGTON IL	60010	3.50
13	0206200064	ARLINGTON	ARLINGTON	DR	RASMUSSEN	103 ARLINGTON DR	BARRINGTON IL	60010	3.50
14	0206200055	HOWE	HOWE	TER	DEAN S JOHNSON	107 HOWE TERRACE	BARRINGTON IL	60010	3.50
15	0206200030	HOWE	HOWE	TER	VERNER DAHLSTROM	110 HOWE TERR	BARRINGTON IL	60010	3.50
16	0206200056	HOWE	HOWE	TER	HUGH DAVISON	109 HOWE TERR	BARRINGTON IL	60010	3.50
17	0206200061	HAWTHORNE	HAWTHORNE	DR	CANDACE O PURDY	116 HAWTHORNE DR	BARRINGTON IL	60010	3.50
18	0206200065	HAWTHORNE	HAWTHORNE	DR	JEFF S BOTKER	118 HAWTHORNE DR	BARRINGTON IL	60010	3.50
19	0206200033	HOWE	HOWE	TER	TETSURO MITAMI	112 HOWE TERR	BARRINGTON IL	60010	3.50
20	0206200057	HOWE	HOWE	TER	ROBERT G SIEBECKER	111 HOWE TERR	BARRINGTON IL	60010	3.50
21	0206200031	PROSPECT	PROSPECT	DR	DAVID L GARRISON	116 PROSPECT DR	BARRINGTON IL	60010	3.50
22	0206200067	HAWTHORNE	HAWTHORNE	DR	F J THOMAS	119 HAWTHORNE DRIVE	BARRINGTON IL	60010	3.50
23	0206200032	PROSPECT	PROSPECT	DR	WILLIAM CROWLEY	114 PROSPECT DR	BARRINGTON IL	60010	3.50
24	0206200034	HOWE	HOWE	TER	W A YELLI	114 HOWE TERRACE	BARRINGTON IL	60010	3.50
25	0206200066	HAWTHORNE	HAWTHORNE	DR	ROLF E MUELLER WUENSCH	123 HAWTHORNE DR	BARRINGTON IL	60010	3.50
26	0206200068	HOWE	HOWE	TER	FALBO SR	119 HOWE TERR	BARRINGTON IL	60010	3.50
27	0206200069	HOWE	HOWE	TER	JOE & STELLA CHLEBEK	121 HOWE TERR	BARRINGTON IL	60010	3.50
28	0206200035	HOWE	HOWE	TER	LOIS M CHARLSON	116 HOWE TERRACE	BARRINGTON IL	60010	3.50
29	0206200070	HOWE	HOWE	TER	DAVID A WHITE	123 HOWE TERR	BARRINGTON IL	60010	3.50

## EXHIBIT 2

BENEFITED PROPERTIES TO  
RECAPTURE AGREEMENT

PIN	H_NO	ST	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	120 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 FEDERSKE	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 SPARESUS	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 KUHL	131 GRACE LANE	BARRINGTON IL	60010	3.50
56	0206200016		HAWK	DR	GLENN E & PAM JANKOVEC	135 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

## EXHIBIT 2

BENEFITED PROPERTIES TO  
RECAPTURE AGREEMENT

PIN	H_NO	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
59 0206200086	131	BRIAR	PL	BARBARA R WALLNER	2 RIDGE CROFT LN	BARRINGTON IL	60010	3.50
60 0206200040	130	GRACE	LN	A A RICHTER	130 GRACE LN	BARRINGTON IL	60010	3.50
61 0206200087	133	LINDER	LN	PATRICIA J WALKER	133 LINDER LANE	BARRINGTON IL	60010	3.50
62 0206200007	130	HOWE	TER	MICHAEL S MESSINA	130 HOWE TERR	BARRINGTON IL	60010	3.50
63 0206200012	133	HOWE	TER	CHARLES FOSTER	133 HOWE TERRACE	BARRINGTON IL	60010	3.50
64 0206200017	137	HAWK	DR	ROBERT POWELL	137 HAWK DR	BARRINGTON IL	60010	3.50
65 0206200041	132	GRACE	LN	JOHN HALL	132 GRACE LN	BARRINGTON IL	60010	3.50
66 0206200023	121	S ELA	RD	EMILIA J GOLA	121 S ELA RD	BARRINGTON IL	60010	3.50
67 0206200086	137	LINDER	LN	GREGG H WISNOWICZ	137 LINDER LN	BARRINGTON IL	60010	3.50
68 0206200044	134	GRACE	LN	S KEY & R W AS KEY	134 GRACE LN	BARRINGTON IL	60010	3.50
69 0206200081	135	GRACE	LN	JOHN I KOPECKY	135 GRACE LN	BARRINGTON IL	60010	3.50
70 0206200089	132	LINDER	LN	DWIGHT SQUIERS	132 LINDER LN	BARRINGTON IL	60010	3.50
71 0206200103	134	LINDER	LN	NORMAN V WALSH	134 LINDER LN	BARRINGTON IL	60010	3.50
72 0206200093	138	LINDER	LN	FR JAEGER	138 LINDER LN	BARRINGTON IL	60010	3.50
73 0206200008	134	HOWE	TER	OLIVE E BRUGGE	134 HOWE TERRACE	BARRINGTON IL	60010	3.50
74 0206200042	138	OAK	CT	HARRY M CRAIG	7731 N OCONTO	NILES IL	60714	3.50
75 0206200024	123	S ELA	RD	DENNIS RANDE	123 S ELA RD	BARRINGTON IL	60010	3.50
76 0206200082	137	GRACE	LN	SCOTT M PFEIFER	137 GRACE LN	BARRINGTON IL	60010	3.50
77 0206200045	144	OAK	CT	LAWRENCE GRAZIAN	144 OAK COURT	BARRINGTON IL	60010	3.50
78 0206200108	152	HILLSIDE	RD	TOBY S BONHAM TRUST	152 E HILLSIDE RD	BARRINGTON IL	60010	3.50
79 0206200014	137	HOWE	TER	JW CANZONERI	137 HOWE TERR	BARRINGTON IL	60010	3.50
80 0206200018	166	HILLSIDE	RD	CHUNG LI LEE	166 HILLSIDE	BARRINGTON IL	60010	3.50
81 0206200019	170	HILLSIDE	RD	STEPHEN K C LI	170 E HILLSIDE RD	BARRINGTON IL	60010	3.50
82 0206200043	140	HILLSIDE	RD	S K HEIN	140 E HILLSIDE RD	BARRINGTON IL	60010	3.50
83 0206200009	153	HILLSIDE	RD	STEVE DIAMOND	158 E HILLSIDE RD	BARRINGTON IL	60010	3.50
84 0206200094	154	HILLSIDE	RD	JACK DERN	154 E HILLSIDE RD	BARRINGTON IL	60010	3.50
0206200100	154	HILLSIDE	RD	JACK DERN	164 E HILLSIDE RD	BARRINGTON IL	60010	0.00
0206200102	154	HILLSIDE	RD	JACK DERN	154 E HILLSIDE RD	BARRINGTON IL	60010	0.00
85 0206200095	156	HILLSIDE	RD	MICHAEL DE GRAZIA	156 E HILLSIDE RD	BARRINGTON IL	60010	3.50

## EXHIBIT 2

BENEFITED PROPERTIES TO  
RECAPTURE AGREEMENT

PIN	H_NO	ST	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
86	0206200048	142	E HILLSIDE	RD	ERWIN DAHM	142 E HILLSIDE RD	BARRINGTON IL	60010	3.50
87	0206200025	172	E HILLSIDE	RD	ED & GANELIA 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 LEARON	130 S ELA RD	BARRINGTON IL	60010	3.50
93	0206403003	167	E HILLSIDE	RD	PAUL R VONTINE	167 E HILLSIDE RD	BARRINGTON IL	60010	3.50
1clubs	0206400011	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	HARRY 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	136	E HILLSIDE	RD	PHILIP & SHELLEY NEHRT	136 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	REVAIA	146 HILLCREST CT	BARRINGTON IL	60010	3.50

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EXHIBIT 2  
BENEFITED PROPERTIES TO  
RECAPTURE AGREEMENT

PIN	H_NO	ST	STR_NAME	STR_SFX	MAILNAME	MAILADDR	MAILCITYST	MAILZIP	P.E.
111	0206404005		HILLCREST	CT	CHRISTOPHER KOEHLER	144 HILLCREST CT	BARRINGTON IL	60010	3.50
112	0205302004		HILLCREST	DR	CLINT PAUL	174 HILLCREST DR	BARRINGTON IL	60010	3.50
113	0206404004		HILLCREST	CT	JAMES MAYER	142 HILLCREST CT	BARRINGTON IL	60010	3.50
114	0206404003		HILLCREST	CT	THOMAS J YAMAGUCHI	140 HILLCREST COURT	BARRINGTON IL	60010	3.50
115	0206404002		HILLCREST	CT	JAMES HAWTHORNE	138 HILLCREST CT	BARRINGTON IL	60010	3.50
116	0206405001		HILLCREST	DR	RONALD P SMITH	153 HILLCREST DR	BARRINGTON IL	60010	3.50
117	0206404001		HILLCREST	CT	WENDELL G PEARSON	136 HILLCREST CT	BARRINGTON IL	60010	3.50
118	0206406006		HILLCREST	DR	KENNETH L KOSKI	166 HILLCREST DR	BARRINGTON IL	60010	3.50
119	0206406001		HILLCREST	DR	RONALD A PORTO	156 W HILLCREST DR	BARRINGTON IL	60010	3.50
120	0206404012		HILLCREST	CT	TRUMAK CORPORATION	4400 N HARLEM AV	CHICAGO IL	60708	3.50
121	0206406005		HILLCREST	DR	TAX PAYER OF	164 HILLCREST DR	BARRINGTON IL	60010	3.50
122	0206406002		HILLCREST	DR	HENRY W VOGT	158 HILLCREST DR	BARRINGTON IL	60010	3.50
123	0205303001		HILLCREST	DR	M D MICKEY	175 HILLCREST DR	BARRINGTON IL	60010	3.50
124	0206406004		HILLCREST	DR	B VOGT & J SKWIERTZ	162 HILLCREST DR	BARRINGTON IL	60010	3.50
125	0206404011		HILLCREST	CT	VIRGINIA PACKMAN	143 HILLCREST CT	BARRINGTON IL	60010	3.50
126	0206406003		HILLCREST	DR	EDWIN C BARTZ	160 HILLCREST DR	BARRINGTON IL	60010	3.50
127	0206404010		HILLCREST	CT	JD M TRACY	141 HILLCREST CT	BARRINGTON IL	60010	3.50
128	0206405002		HILLCREST	DR	JOHN MACK JR	155 HILLCREST DR	BARRINGTON IL	60010	3.50
129	0206404009		HILLCREST	CT	JEROME & MARY PALARZ	139 HILLCREST CT	BARRINGTON IL	60010	3.50
130	0206408008		CRESTVIEW	CT	J&V POZATEK	177 CRESTVIEW CT	BARRINGTON IL	60010	3.50
131	0206404008		HILLCREST	CT	DONALD W REDMOND	137 HILLCREST CT	BARRINGTON IL	60010	3.50
132	0206404007		HILLCREST	CT	RONALD & J NIEMASZYK	135 HILLCREST CT	BARRINGTON IL	60010	3.50
133	0206407003		HILLCREST	DR	ROBERT J KUBIAK	167 HILLCREST DRIVE	BARRINGTON IL	60010	3.50
134	0205303002		ELA	RD	B A CORE & J M CORE	140 S ELA RD	BARRINGTON IL	60010	3.50
135	0206406003		HILLCREST	DR	DONALD T HOLZ	157 HILLCREST DR	BARRINGTON IL	60010	3.50
136	0206407002		HILLCREST	DR	JAMES & PAMELA KOHL	165 HILLCREST DR	BARRINGTON IL	60010	3.50
137	0206407001		HILLCREST	DR	CURT TREU	163 HILLCREST DRIVE	BARRINGTON IL	60010	3.50
138	0206407005		CRESTVIEW	CT	DREW POTERACKI	170 CRESTVIEW CT	BARRINGTON IL	60010	3.50
139	0206408007		CRESTVIEW	CT	DAVID P LAMB	173 CRESTVIEW CT	BARRINGTON IL	60010	3.50



## EXHIBIT 2

BENEFITED PROPERTIES TO  
RECAPTURE AGREEMENT

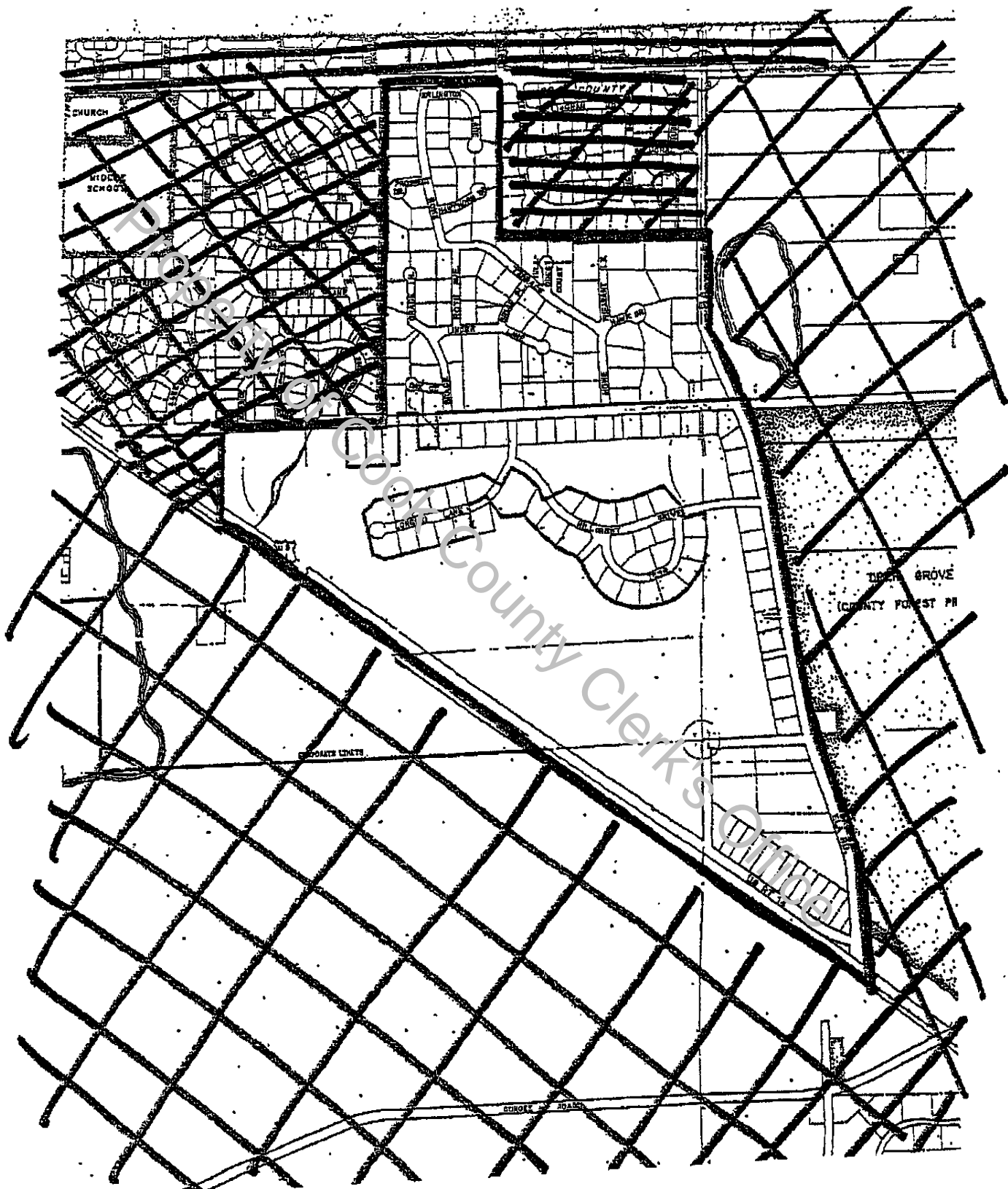
	PIN	H_NO	STH	STR_NAME	STR_SFX	MAIL_NAME	MAIL ADDR	MAIL CITY ST	MAIL ZIP	P.E.
140	0205303003	142	S	ELA	RD	JAMES ELIZABETH BOCK	142 S ELA RD	BARRINGTON IL	60010	3.50
141	0206408001	161		CRESTVIEW	CT	NILS S BJORS	161 CRESTVIEW CT	BARRINGTON IL	60010	3.50
142	0206407004	166		CRESTVIEW	CT	WILLIAN & JUNE WATSON	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 EILKIN	165 CRESTVIEW CT	BARRINGTON IL	60010	3.50
149	0205303005	148	S	ELA	RD	IRVING KAPLAN	148 S ELA RD	BARRINGTON IL	60010	3.50
150	0205303006	150	S	ELA	RD	S PODCZERWINSKI	150 S ELA RD	BARRINGTON IL	60010	3.50
151	0205303007	152	S	ELA	RD	MARIUSZ 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	886 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	5.00
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		WILLIAM 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



# 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**