

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

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

DEPT. OF RECORDING

491.50

EXHIBIT TRAM 2972 05/10/96 16:15:00
FILED 5 11 96 96-1804-1812364
COOK COUNTY RECORDER

A RESOLUTION AUTHORIZING
THE EXECUTION OF AN AGREEMENT

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 22nd day of April, 1996 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. 96-1804.

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

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is in the records of said Village on file in my office for safekeeping and that said Resolution has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Village this 24 day of April, 1996.

Carol J. Smith
Carol J. Smith
Village Clerk, Village of Barrington

(SEAL)

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5/50
[Signature]

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RESOLUTION NO. 96-1804

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT

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

SECTION 11 The proposed Agreement between the Village of Barrington, Liberty Craft Builders, Inc. and Carmine Naccarato, a copy of which is attached hereto and expressly made a part hereof as Exhibit A is hereby approved.

SECTION 21 The Village Manager or his designate be and hereby is authorized and directed to execute and deliver the proposed agreement substantially in the form of Exhibit A.

This Resolution shall be in effect from and after its passage and approval as provided by law.

PASSED THIS 22ND DAY OF APRIL, 1996 BY ROLL CALL VOTE AS FOLLOWS:

AYES	NAYS	ABSENT	ABSTAIN
<u>SCHMET</u>	_____	_____	_____
<u>CLARK</u>	_____	_____	_____
<u>RYAN</u>	_____	_____	_____
<u>DUNN</u>	_____	_____	_____
<u>DARCH</u>	_____	_____	_____
<u>FRIMMERY</u>	_____	_____	_____

APPROVED THIS 22ND DAY OF APRIL, 1996

Carmine Naccarato
VILLAGE PRESIDENT

ATTESTED AND FILED THIS

22ND DAY OF APRIL, 1996.

Carol J. Smith
Village Clerk

Resolution/Execut In. Agr: March 27, 1996

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AGREEMENT

THIS AGREEMENT made this 22nd day of April, 1996 by and between the Village of Barrington, Illinois, a municipal corporation, Cook and Lake Counties, Illinois ("Barrington"), Liberty Craft Builders, Ltd., ("Liberty"), and Carmine Naccarato ("Naccarato") (Liberty and Naccarato hereinafter sometimes collectively referred to as the "Developers").

WITNESSETH:

WHEREAS, on or about the 27th day of February, 1995, the Village of Barrington and the Village of Inverness ("Inverness") entered into an instrument known as AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND THE VILLAGE OF INVERNESS TO PROVIDE WATER AND SEWER TO CERTAIN PROPERTIES WITHIN OR TO BE ANNEXED TO THE VILLAGE OF INVERNESS (the "Amended and Restated Intergovernmental Agreement"); and

WHEREAS, the Amended and Restated Intergovernmental Agreement was further amended on or about the 14th day of March, 1995 with respect to the legal description of certain property on Exhibit C to said Amended and Restated Intergovernmental Agreement ("Amendment to Exhibit C to the Amended and Restated Intergovernmental Agreement"); and

WHEREAS, the Amended and Restated Intergovernmental Agreement includes real property which has been annexed into the Village of Inverness and is to be developed by the Developers; and

WHEREAS, pursuant to the Village of Inverness Ordinance No. 94-518 a special use for a planned unit development known as the Sanctuary of Inverness Planned Unit Development ("P.U.D.") has been approved by the Village of Inverness for the real property legally described therein; and

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WHEREAS, the Developers desire to proceed with the development of their property in accordance with the terms of the Village of Inverness Ordinance No. 94-518; and

WHEREAS, development of Unit II of the Sanctuary of Inverness P.U.D. cannot proceed any further until the dedication of the water and sanitary sewer facilities improvements in Units 1, 3 and 6 of the Subdivision commonly known as Braymore Hills of Inverness has been accepted by the Village of Barrington; and

WHEREAS, the Restated and Amended Intergovernmental Agreement provides in substance that if Barrington is not prepared to accept a dedication of such improvements or if for any other reason set forth therein, Barrington has not acted, it shall not be deemed to be in breach of any of its obligations pursuant to said Restated and Amended Intergovernmental Agreement; and

WHEREAS, the developers of Braymore Hills of Inverness Subdivision have, subject to the completion of various punch list items, constructed and installed the water and sanitary sewer facilities in Units 1, 3 and 6 of said subdivision substantially in compliance with the plans and specifications therefor; and

WHEREAS, subject to the performance of various punch list items, the Director of Public Works of the Village of Barrington is prepared to accept the dedication of such improvements; and

WHEREAS, the developers of Braymore Hills of Inverness Subdivision have deposited substantial letters of credit with the Village of Barrington to provide assurance of the performance of its obligations with respect thereto; and

WHEREAS, pursuant to the terms of such letters of credit, the developers of Braymore Hills of Inverness Subdivision have one

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2. Naccarato and Liberty each separately and individually agree as follows:

a. To immediately pay to Barrington all costs and expenses incurred at the date hereof or to be incurred by Barrington in connection with its determination to accept and the acceptance by Barrington of the dedication of the water and sanitary sewer facility improvements in Units 1, 3 and 6 in Braymore Hills of Inverness and to pay all of the costs and expenses incurred or to be incurred as otherwise provided herein; and

b. To immediately deposit in escrow with Barrington an amount determined by Barrington's Director of Public Works as sufficient to enable Barrington to hire a contractor to furnish the materials and perform the labor set forth on Schedule 1 and any other materials or work reasonably required by Barrington to cause the water and sanitary sewer facilities in Units 1, 3 and 6 of Braymore Hills of Inverness to be installed and constructed in compliance with the applicable plans and specifications. If the initial amount deposited is insufficient, then, upon Barrington's demand, to deposit additional sums to complete such work. Barrington shall return to Naccarato and Liberty any funds deposited, if any, which are in excess of the amount required, as aforesaid; and

c. To comply with all of the terms and provisions of the Restated and Amended Intergovernmental Agreement as it pertains to them; and

d. To immediately pay to the Treasurer of the Village of Inverness any recapture fees due pursuant to the Recapture

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Agreement recorded in the Office of the Recorder of Cook County on March 6, 1996 as Document No. 96169254; and

e. To indemnify, defend and hold harmless Barrington and Inverness and each of the members of their respective corporate authorities including their respective officers, agents, and employees from all liabilities, costs, judgments, expert witness expenses and fees, attorneys' fees and any and all other costs, expenses, and fees of any kind or nature whatsoever resulting from or relating to, or arising out of, the acceptance of the dedication by Barrington of the aforesaid improvements; the right of the Developers to tap and/or connect into such improvements; any challenge by any person, firm or other entity to any of the terms or provisions in this Agreement and/or to any of the terms or provisions in the Amended and Restated Intergovernmental Agreement (including Exhibit C to the Amended and Restated Intergovernmental Agreement) and/or from the installation and construction of improvements by Developers or any other person, firm or entity in Unit II of the Sanctuary of Inverness P.U.D. Nothing herein shall be construed to require the indemnifying parties to waive any defenses that the indemnified parties may otherwise have to any such claim.

f. For the purpose of securing the performance of the work set forth in subparagraph 2b of this Agreement, in addition to any other assurance of performance or security required by Barrington or Inverness to be deposited with it respectively, Naccarato and Liberty shall deposit or cause to be deposited with Barrington, a cash escrow or a letter of credit in an amount equal to at least one hundred twenty-five per cent (125%) of the

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estimated cost as determined by the Director of Public Works of the Village of Barrington to complete the punch list items in Units 1, 3 and 6 in the Braymore Hills of Inverness subdivision. If a Letter of Credit is deposited with the Village of Barrington it shall be in a form approved by the attorney for the Village of Barrington. The deposit required by this subparagraph f of paragraph 2 of this Agreement shall be in addition to and shall not relieve Naccarato or Liberty of the requirement to make any other deposit required by any other ordinance or agreement or to pay any fee required by any other ordinance or agreement in connection with the development of Unit II of the Sanctuary of Inverness P.U.D or in connection with the development of the P.U.D.

3. Liberty hereby ratifies and confirms all of its obligations set forth in a certain letter to the President and Board of Trustees of the Village of Inverness dated November 9, 1995, a copy of which is attached hereto as Exhibit A and states that the same are in full force and effect.

4. Upon performance or the tender thereof of all of the agreements made by Naccarato and Liberty and hereinabove set forth in Paragraph 2 hereof, Barrington shall consider and adopt a resolution accepting the dedication of the water and sanitary sewer facility improvements in Units 1, 3 and 6 of the Braymore Hills of Inverness P.U.D.

5. It is agreed that the parties to this Agreement and/or Inverness, their respective heirs, legatees, beneficiaries, personal representatives, successors or assigns, may enforce and compel the performance of the provisions of this Agreement or any provision thereof either at law or in equity by suit, mandamus,

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injunction, declaratory judgment or other court procedures to secure the performance of the terms and conditions contained herein. In the event Naccarato and/or Liberty fail to pay or reimburse Barrington and/or Inverness for any fees and/or expenses due pursuant to this Agreement or any applicable Ordinance of either municipality or if they are otherwise in default in their obligations under this Agreement, and have been notified of and failed to cure such default within ten (10) business days after personal service or the mailing of notice thereof by regular mail, Barrington and/or Inverness shall be entitled to all remedies at law and, in addition may revoke any issued permits and/or decline to issue any further permits of any kind or nature whatsoever including but not limited to any building, occupancy or permission to connect or tap into and/or use any water and/or sanitary sewer facility.

6. Barrington, in its sole discretion, hereby is authorized to cause a copy of this Agreement to be filed of record in the office of the Recorder of Cook County, Illinois whereupon its provisions shall be deemed to be covenants and restrictions running with the title to Unit II of the Sanctuary of Inverness P.U.D. Irrespective of whether this Agreement is filed for record as aforesaid, all of the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, legatees, beneficiaries, personal representatives, successors and assigns of Inverness and all of the parties to this Agreement, including but not limited to any person, firm or other entity acquiring any interest of any kind or nature whatsoever in Unit II of the Sanctuary of Inverness P.U.D. If at the time of the execution of

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this Agreement, the legal description of Unit II of the Sanctuary of Inverness P.U.D. and/or the applicable permanent index numbers are not attached to this Agreement, then Barrington is hereby authorized to add such legal description and permanent index numbers to this Agreement as Exhibit B which shall be deemed to be attached hereto and expressly made a part hereof.

7. Any reference herein to "this Agreement" or any reference using words and/or phrases of similar import shall mean and refer to this agreement made by and between Barrington, Naccarato and Liberty.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date and year first hereinabove set forth by Naccarato individually and by the duly authorized representatives of Liberty and Barrington.


CARMINE NACCARATO
Individually

LIBERTY CRAFT BUILDERS, LTD.

By 
Its duly authorized officer

VILLAGE OF BARRINGTON

By: 
Its Village Manager

THIS INSTRUMENT WAS PREPARED BY:
Edward M. Springer
Springer, Casey, Dienstag & Devitt, P.C.
100 West Monroe Street - Suite 1300
Chicago, Illinois 60603

Agreement-#2.Cln:April 22, 1996(4)



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UNIT: 7
 DATE OF INSPECTION: 1-24-98
 INSPECTORS: Tom Shuett, Phil Freund

LOT NUMBER	SANITARY MH. NO.	COMMENTS	STATUS
147	50A	Infiltration coming in from side wall. \$300	No change
147	50	Infiltration coming in from side wall. \$500 Raise frame two inches (2"). \$700	No change
146	49	Infiltration coming in from side wall. \$500	No change
13	53	Infiltration coming in from side wall. \$500	No change
12	52	Infiltration coming in from side wall. \$500	No change
8	47	Infiltration coming in at the bottom of structure around service connection. \$500	No change
5	44	Infiltration coming in from side wall. \$500	No change
West of 4	43	Infiltration coming in from side wall. \$500	No change
64	13	Infiltration coming in from side wall. \$500	No change

LOT NUMBER	FIRE HYDRANT NUMBER	COMMENTS	STATUS
29	50	Auxiliary valve not accessible; debris in box. Need landscaping. \$300	No change
144	6	Auxiliary valve not accessible. The box has shifted. \$800	No change

LOT NUMBER	WATER VALVE NUMBER	COMMENTS	STATUS
10	2	Clean out structure; full of debris. \$300	Approved
1	4	Remove pine tree; difficult access to valve. \$300	No change

LOT NUMBER	BUFFALO BOX	COMMENTS	STATUS
2	Vacant lot \$200		
3	Vacant lot \$200		
147	Vacant lot \$200		

UNIT ONE COST ESTIMATE: \$7,500.00

SCHEDULE 1

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UNIT: 3
DATE OF INSPECTION: 1-24-98
INSPECTORS: Tom Shust, Phil Freund

LOT NUMBER	FIRE HYDRANT NUMBER	COMMENTS	STATUS
61	43	Auxiliary valve has water leaking when valve is turned. \$1000	No change
38	45	Extensions put on wrong. Change extensions to one 18" extension and put traffic barrel on top of extension. \$800	No change
34	47	Extensions put on wrong. Change extensions to one 18" extension and put traffic barrel on top of extension. \$800	No change
31	46	Need landscaping. \$200	

LOT NUMBER	WATER VALVE NUMBER	COMMENTS	STATUS
62	26	Clean out debris. \$300	Approved
32	27	Valve is not accessible. More than 12" of adjusting rings. Change offset pipe and also add 38" barrel section. \$1000	No change
32	29	Clean out debris. \$300	Approved

LOT NUMBER	BUFFALO BOX LOCATION	COMMENTS	STATUS
32	1925 S. Braymore	Unapproved. Cannot locate. Raise to grade. \$500	No change
39	155 Braymore Ct	Unapproved. Buffalo box shifted. \$200	No change
40	145 Braymore Ct	Unapproved. Reconnect extensions to Buffalo Box	No change
42	90 Gaelic Ct	Unapproved. Debris in box. Cannot get on round-way key. \$500	No change

UNIT THREE COST ESTIMATE: \$5,600.00

SCHEDULE 1

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UNIT: 6
 DATE OF INSPECTION: 1-29-06
 INSPECTORS: Tom Shuell, Phil Freund

LOT NUMBER	SAHITARY MH. NO.	COMMENTS	STATUS
47	8	Manhole frame high. Need final landscaping. \$200	Unapproved
66	14	Manhole frame high. Need final landscaping. \$200	Unapproved
66	15	Manhole frame high. Need final landscaping. \$200	Unapproved
0401	10	Structure is buried. Raise to grade. \$200	Unapproved
0401	17	Manhole frame high. Need final landscaping. \$200	Unapproved
57	18	Manhole frame high. Need final landscaping. \$200	Unapproved
57	19	Manhole frame high. Need final landscaping. \$200	Unapproved
55	20	Manhole frame high. Need final landscaping. \$200	Unapproved
55	21	Manhole frame high. Need final landscaping. \$200	Unapproved
54	22	Infiltration. Adjust frame to final landscaping. \$500	Unapproved
60	23	Infiltration. Adjust frame to final landscaping. \$500	Unapproved

LOT NUMBER	FIRE HYDRANT NUMBER	COMMENTS	STATUS
40	37	Auxiliary valve box full of frozen water.	Unapproved
54	36	Adjust fire hydrant and valve box to grade. \$200	Unapproved
50	42	Adjust fire hydrant and valve box to grade. \$200	Unapproved
70	22	Adjust fire hydrant and valve box to grade. \$200	Unapproved
72	23	Adjust fire hydrant and valve box to grade. \$200	Unapproved
74	30	Adjust fire hydrant and valve box to grade. \$200	Unapproved
75	34	Install 6" extension to hydrant, buried auxiliary valve. Raise to grade. \$200	Unapproved

LOT NUMBER	WATER TEEVE NUMBER	COMMENTS	STATUS
40	28	Remove debris from vault. \$250	Unapproved
66	31	Remove offset cone and replace with centered cone section. Remove debris from vault. \$500	Unapproved
74	22	Remove debris from vault. Adjust frame to grade. \$200	Unapproved
74	23	Remove debris from vault. Adjust frame to grade. \$200	Unapproved

UNIT SIX COST ESTIMATE: \$7,200.00

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LIBERTY CRAFT BUILDERS, LTD. AND DEVELOPERS

November 9, 1995

President and Board of Trustees of
of the Village of Inverness
c/o Bill Grams, Village Manager
1400 W. Baldwin
Inverness, IL 60067

Re: Sanctuary of Inverness Unit II

Ladies and Gentlemen:

Liberty Craft Builders agrees that, in consideration of the Village of Inverness issuing such approvals and permits as are necessary to commence construction of water and sewer improvements as are necessary to service Unit II of the Sanctuary of Inverness P.U.D., pursuant to the engineering plans and specifications approved by the Village of Barrington and the Village of Inverness:

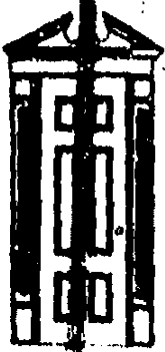
- (A) Liberty Craft Builders, Ltd. agrees to and does hereby indemnify and hold harmless the Village of Barrington and the Village of Inverness and their respective officers, employees and agents for any claim, liability, loss, cost and/or expense that may arise out of or result from such commencement of construction prior to acceptance by the Village of Barrington of the sewer and water improvements in Units 1 and 3 of the Braymore of Inverness P.U.D., including, but not limited to, also such claim, liability, loss, cost and/or expense (also including but not limited to attorneys' fees and costs of defense) relating to or arising out of any delays in such acceptance by the Village of Barrington hereafter;
- (B) Liberty Craft Builders, Ltd. agrees to faithfully comply with and to be bound by the terms and conditions of that Amended and Restated Intergovernmental Agreement Between the Village of Barrington and the Village of Inverness to Provide Water and Sanitary Services to Certain Properties Within or to be Annexed to the Village of Inverness, a copy of which agreement is on file with the Village of Inverness Village Clerk, and said Agreement is hereby made a part of this letter; and

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LIBERTY
CRAFT
BUILDERS, LTD.
AND DEVELOPERS

November 9, 1995

- (C) Liberty Craft Builders, Ltd. agrees to pay when due such recapture charges as may be applicable to the Sanctuary II property as finally determined by the corporate authorities of the Village of Inverness or by the final order of a court of competent jurisdiction, and to indemnify and hold harmless the Village of Inverness and the Village of Barrington, and their respective officers, employees, and agents, relative to any claims, liability, loss, cost and/or expense (including but not limited to attorneys' fees and costs of defense) related to such recapture charges relative to Unit II of the Sanctuary P.U.D.

LIBERTY CRAFT BUILDERS, LTD.

By: *Carrie A. [Signature]*

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EXHIBIT B TO AGREEMENT

LEGAL DESCRIPTION OF SANCTUARY OF INVERNESS UNIT 2

The Sanctuary of Inverness Unit 2, being a Subdivision in the Southwest Quarter of Section 13, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PINS: 01-13-301-006
 01-13-300-203
 01-13-300-304

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