

F. J. Voss
President

LAWRENCE P. HARTLAUB
Chairman

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Secretary

Plan Commission



Members

BURNELL WOLLAR
FRANK J. SCHNEIDER
DOUGLAS J. MILLIN
NEAL R. WILLEN

Village of Barrington

206 South Hough Street
Barrington, Illinois 60010

January 25, 1973.

President and Board of Trustees,
Village of Barrington.

Gentlemen:

On January 10 and January 24, 1973 public hearings were held on the petition requesting a Special Use Permit for the establishment of an Indoor Sports Arena Complex on the property commonly known as 536 North Hough Street.

The petitioner proposes to construct a building of precast concrete and brick to house (1) a large arena that could be used for hockey and public ice skating and (2) a smaller arena to be used primarily for ice skating lessons. The large arena would have spectator seats along one side with a capacity of 802. Although the facilities would be used primarily for ice sports, they could be drained in about 6 hours and be available for basketball, horse shows, etc.

During the two hearings several facts and suggestions were discussed and considered.

There is still a difference of opinion between the Park Board and the Petitioner as to whether legally the petitioner can have access to Lions Drive. Properties on the North side of Lions Drive have never been permitted access.

This property is currently zoned M-2 and any proper M-2 use with its related traffic volume could be developed on this property without any hearings.

A suggestion was made to vacate Lions Drive and relocate it along the South edge of this property by an exchange of land with the petitioner. This proposal, however, has some complications as the point at which the proposed Lions Drive would enter the Park is immediately next to the swimming pool and a serious traffic problem would be created.

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206 South Hough Street
Barrington, Illinois 60010

Parking 300 parking facilities
168 parking spaces

The Barrington Zoning Ordinance - Par. 6.01 Parking - requires 1 space for each 100 square feet of floor area for skating rinks, etc. This is substantially more than the petitioner proposes.

The petitioner proposed providing a walk along the South edge of the property for bikes and pedestrians which appeared to have some merit.

After giving due consideration to all evidence presented, the Plan Commission unanimously agrees that the proposed facility would be desirable at this location, if the traffic and parking problems can be solved.

The Plan Commission, therefore, by a vote of 4 to 0 recommends that the Petitioners request for a Special Use Permit be granted, if the following conditions are met:

- Agreed 2.8*
- (1) That the Special Use Permit for the ice arena be applicable to the entire 3.5 acre property running all the way East to Hough Street.
 - (2) That the petitioner construct a road along the South edge of the property that will have a direct access to Hough Street and will handle traffic to the ice arena. This access should be worked out with State Highway Engineers in connection with the street widening.
 - (3) That ample parking be determined and provided. The Commission believes that if the entire 3.5 acre tract is included for the Arena Complex there will be ample room to provide all parking needed.

The Commission further recommends that the present property owner be permitted to carry on the business now conducted in her house near Hough Street as a Non-Conforming Use, providing that access to her house-store be off of the new road constructed to the South and that her present access to Hough Street be discontinued.

Respectfully submitted,

Barrington Plan Commission,

T. Kittredge
T. C. Kittredge, Secretary.

BARRINGTON PARK DISTRICT

COOK AND LAKE COUNTIES
BARRINGTON, ILLINOIS 60010

COMMISSIONERS

John R. Wood
Thomas English
Ronald E. Beese
Robert S. Lynn
James W. Anderlik

SECRETARY-TREASURER
Robert G. Soule

DIRECTOR OF PARKS
AND RECREATION
Richard E. Miller

January 23, 1973

To: Planning Commission of Village of Barrington

From: Barrington Park District Board

Subject: Special Use Permit for Sports Arena on Huszagh Property

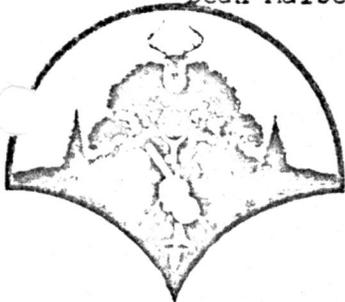
At the Barrington Park District Board meeting of January 8, 1973, adjourned to January 22, 1973, the Board unanimously passed a resolution requesting that the Plan Commission deny the application of the special use permit for the sports arena on the Huszagh property as presented to the Plan Commission January 10, 1973.

This action was taken after an unproductive meeting with Mr. R. Huszagh January 17, 1973, at the request of the Plan Commission, and after further discussion January 22, 1973. While an artificial ice program would be an asset to the community, it is believed that it should not be constructed in a manner that would be detrimental to the access to the swimming and baseball programs and also to the public picnic facilities at Langendorf Park.

The Park Board recommendation is based solely on the added traffic the sports arena would bring to Lions Drive which we believe would cause serious traffic problems at the park entrance and jeopardize the safety of children using Lions Drive. Considerations regarding parking and Hough Street traffic are also of concern; however, these are Village responsibilities and were not the reason for the Park Board's request.

CC: Fred Voss
Dean Maiben

Ronald E. Beese
Ronald E. Beese, President
Board of Park Commissioners



STENOGRAPHIC REPORT of the proceedings had at a public hearing held before the Plan Commission of the Village of Barrington, in Council Chambers on January 24, 1973 8:00 pm, pursuant to public notice.

PRESENT:

Mr. Larry Hartlaub, Chairman
Mr. T. C. Kittredge, Secretary
Mr. Burnell Wollar
Mr. Neal Willen

Mr. Hartlaub called with meeting to order. He read a letter received from the Park Board stating that they were against the proposed Sports Arena.

Mr. Hartlaub asked the Park Board for a statement at this point. No comment.

Mr. Ralph Huszagh, attorney for petitioner, told the Board the he had met with the Park Board twice. It was his understanding that the Board was objecting to some technical problems such as construction materials, operating procedures, traffic control. He assured them that the solutions were forthcoming. Construction will be of natural materials. On the Southern side of the proposed building, a ten foot wide foot path will be constructed with access to Southwest Corner of Park and rink facility. This covers the safety of children and bike riders. It was suggested to him by the Park Board that the existing Lions Drive could be constructed on the Southern boundry of the facility. Mr. Huszagh mentioned that the State felt there would be too many outlets onto Hough in such a short distance; ie shopping center, alley, Lions Drive, private driveway. He will work with the State on possible traffic light after widening of Hough is started.

Mr. Sullivan, Park attorney: The many alternatives suggested to petitioners were not accepted. Traffic surveys ordered by the Park District all agree that there should not be a sports facility anywhere near Hough due to increased traffic flow. Who will maintain walkway. No answer. There are questions which should be answered before Board approves petitioner.

Mr. Blanke: Would this proposed walkway be confined to a lease? How many years? What type of lease?

Applicant replied he would maintain the pathway. It would not be an easement.

Mr. Hartlaub: Are there any resolutions of the question regarding availability of Lions Drive as access for use of this facility?

Mr. Sullivan: Present owners do not have access to Lions Drive.

Mr. Huszagh: Yes they do.

Mr. Sullivan: Park Board has avoided the legal question as that would have to be settled in a court of law.

Mr. Hartlaub: What about the house? It is excluded from the land presentation.

- Mr. Huszagh: The house would remain as the same business. The plan states that the home could remain where it is.
- Mr. Hartlaub: How many additional parking spaces have been added?
- Mr. Huszagh: Plans have been expanded to accomodate 160 cars.
- Mr. Hartlaub: (reading from Code) stated that one parking space was needed for each 100 square feet of assembly area.
- Mr. Huszagh: I do not agree with the Code delineation of Sports Arena & assembly area.
- Mr. Hartlaub: Should the Code be amended?
- Mr. Huszagh: No, but I take issue with the catagory the Code places this sports arena.
- Mr. Hartlaub: I still feel that 100 more parking spaces are needed.
- Mr. Blanke: Are there any restrictions for the use of Lions as frontage for buildings?
- Mr. Hartlaub: The ingress and egress issue is still not settled. I will have the Village attorney look into this. There are still more problems. The parcel is generally considered to have frontage on Hough Street. Ingress and egress will be from Hough as it is zoned M-2. Would it be better to have traffic flow from Lions or should they add another driveway along Hough to provide for use of this property?
- Mr. Kittredge: Mr. Sullivan, what about alternatives?
- Mr. Sullivan: The petitioner could turn the property to face South not using Lions Drive, or access to Hough by traffic signals.
- Mr. Beese: Putting Lions Drive one block South would give realistic traffic control. The left turn from Lions to Hough would be much better.
- Mr. Kittredge: What about the creek?
- Mr. Hartlaub: If this is done, would the facility use the new drive?
- Mr. Beese: This could be done with traffic control. The park is not an expert, it does not know what control is needed. A traffic expert is needed to do this.
- Mr. John Wood: (Park Board) Normal Park traffic is increasing all the time just with the population. The Park has tried to discourage traffic using Lions Drive. The park fears the ice rink would promote a greater traffic risk as the Park does not have enough spaces now. Traffic control is the great issue here.
- Mrs. Katherine Therrien, Fox Point, Barrington: Too much of an issue is being made about the traffic. A majority of the parents will drop their children off at the front door and pick them up at a later hour.
- Mr. Hartlaub: The property will be used for something. A traffic opinion is needed to see how traffic should be handled. We could use Lions Drive as is or supply an additional driveway onto Hough Street or move Lions South. But, it seems to me the less drive-ways the better. We should concentrate on using the existing road. Can Lions be used for this? I am not sure, as the shopping center had to construct an alleyway. At that point, Lions Drive was felt to be private. This facility is needed to prevent manufact-

uring and the high employment traffic problem. I do not feel that the traffic problem is the proper basis for denial. If there is a decision to accept this type of a facility, then the Village attorney should check into the parking space ruling.

Mr. Wollar: I feel that the facility is desirable and I would not like to see it built out of town. I am doubtful about the front piece of property. Is this property landlocked? Lions drive should be moved to the South side of this property and working with the State, this could be done. I will not accept the plan as it is. Is there an interest in turning the facility around?

Mr. Willen: I concur with Bur Wollar, however, property in front is bothersome. If it is developed, they would use Hough Street also.

Mr. Hartlaub: I feel that the whole parcel should be developed.

Mrs. Huszagh: I have been assured that I have ingress and egress to this property. This was done by experts.

Mr. Hartlaub: Is there general agreement on this?

BOARD: Yes

Mr. Kittredge: There could be additional parking by using the house.

Mr. Huszagh: The house should remain the same as the petitioner has lived there a long time. She has been assured by the developers that there was enough space without using her home. She also feels that the South access would be dangerous. Barco has a full time policeman directing traffic where as this facility could not do that.

Mr. Hartlaub: If the deed shows ingress and egress, the question is resolved.

(The total acreage of petitioners property is 3½ acres)

A reading from the Board provided that the walkway and bikeway would have to change from present Lions Drive to be acceptable, the parking and traffic must be resolved. They would recommend granting a special use for the entire parcel provided:

1. Lions Drive legally can be used for ingress and egress for adjoining property owners,
2. That petitioner provide by dedication for pedestrian and bike routes on South side of the property in lieu of present condition and that it be at least 10 feet wide with proper lighting,
3. If there is a means to re-establish Lions Drive by exchange with petitioner, the Commission recommends that this be pursued further. In the event Lions cannot be used under conditions above, the petitioner provide an access road along the South edge of the property along Hough Street and nowhere else,
4. Recognize present use in Eastern portion of property and that it be permitted to continue as a non-conforming use providing that access to this property be from the new road and not from old Lions Drive.

Mr. Wood: An engineer should check where new Lions Drive would come onto the Park access road as this is very dangerous. The road is very narrow and it has an "S" curve at that approximate point.

Mr. Kittredge made a motion that petitioner be granted this zoning with stated restrictions and Mr. Wollar seconded it.

The Ayes were unanimous - Four in favor.

F. J. VOSS
President

LAWRENCE P. HARTLAUB
Chairman

T. C. KITTREDGE
Secretary

Plan Commission



Members

BURNELL WOLLAR
FRANK J. SCHNEIDER
DOUGLAS J. MILLIN
NEAL R. WILLEN

Village of Barrington

206 South Hough Street
Barrington, Illinois 60010

January 11, 1973.

President and Board of Trustees,
Village of Barrington.

Gentlemen:

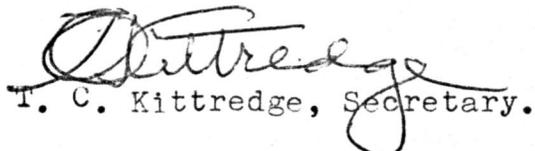
On January 10, 1973 a public hearing was held on the petition requesting a Special Use to permit construction of an indoor sports arena on property near Lions Drive and Hough Street.

Although there was no opposition expressed to this type of development, some questions were raised, primarily by Park Board representatives as to (1) Restricted use of Lions Drive, (2) Possibility of a direct access from arena to Hough Street, (3) the amount of traffic that will be generated and (4) the number of parking spaces that should be provided.

The petitioners and Part Board representatives agreed to meet and try to resolve these matters and the hearing was continued to January 24.

Respectfully submitted,

Barrington Plan Commission,


T. C. Kittredge, Secretary.

Sports Arena

STENOGRAPHIC REPORT of the proceedings had at a public hearing held before the Plan Commission of the Village of Barrington, in Council Chambers on January 10, 1973 9:00 p.m., pursuant to public notice.

PRESENT:

Mr. Burnell Wollar, Acting Chairman
Mr. T. C. Kittredge, Secretary
Mr. Frank Schneider
Mr. Douglas Millen
Mr. Neal Willen

Mr. Wollar called the meeting to order with the swearing in of Mr. Daniel C. Bryant, Vice President of Metro-Sports, and manager for owners of proposed Sports Arena.

The Board recognized Mr. W. J. Marshall, Attorney representing Mrs. Dorothea Huszach. He stated that the legal description was contained in the petition and that his client was asking for a special use request lowering zoning from M-2. He presented Board with four exhibits:

1. Sight plan showing building on the site.
2. Copies of proposed floor plan
3. Copies of realestate survey,
4. Artists rendering of building facing Lyons Drive.

He stated that this was a normal and reasonable use for property zoned commercial and that proposed building was not detrimental to adjacent properties. Giving McDonald, Chinese Carry Out, and A.C.E. as examples of special use, he pointed out that there is no residential property immediate to this parcel. There is a definite need for this facility and it would cost up to \$1,000,000.00. He stated that any light industry could be constructed in this area. Arlington Heights is the only ice rink in our area, this building would not be designed primarily as a ice rink but a sports arena housing flower shows, horse shows, antique shows, etc. It would augment any recreational facility now on hand.

He stated that traffic counts in previous developments provided the developers with a survey of 15 to 20 cars per hour, pre-noon and after-noon, onto the site; 4:30 - 8:00 p.m., 30 cars; 8:00 - 10:00, 30-40; with a total of 260-360 cars per day. He felt traffic is not industrial strength. He said that local school busing to facilities would cut down traffic considerable.

He stated that the building could be moved South to allow more parking in front, that a footpath could be constructed, that the taxes of \$1,200.00 per year at present could be increased to \$20 to 30,000.00 when completed. A proposed Sports Shop would add sales taxes.

He stated that 115 parking spaces were provided under the Code, Article 6.01, for a permanent seating of 800 seats.

Mr. Bryant then added his comments that building was commiserate with Barrington quality and the structure would have wooden arches, wood roof, precast concrete walls, and by agreement with Mrs. Haszach, there would be no appendages on the roof. He mentioned that as many trees as possible would be saved.

Mr. Kittredge asked if Area A on floor plan was always ice.

Mr. Marshall said no as the ice can be dissolved in six hours and re-circulated for future use.

Mr. Wollar asked the total square footage.

Mr. Marshall replied approximately 33,280 square feet.

Mr. Willen asked if Lyons Drive was public or private.

Mr. Marshall was not sure but believed it to be public.

Mr. Wollar then read a memo from Acting Director of Development, Dean Maiben, PCl2-72N-18. (questioned ingress and egress onto Hough, number of parking spaces for amount of people, use of Lyons Drive as thru way not advisable)

Mr. Wollar opened meeting to audience.

Mr. Blanke asked Marshall where sewer and water construction would be made. Lyons Drive or Hough Street?

Mr. Marshall stated that building would tie into 4" water main and a 18" sewer main along Hough Street.

Mr. John Sullivan, attorney for Park District, asked if access to this property would be Lyons Drive? Why the Park Board has never been consulted, and felt that the deed should be checked as Village ordinances of 1940 restrict use of Lyons Drive.

Mr. Ron Beese, Park Board President, representating the Park Board said that Park is in agreement with need for ice but stated that access to Lyons Drive would have to be prohibited due to safety for children and that the Village ordinances concur with these prohibitions. He was surprised as to number of cars surveyed per hour by petitioners. The Park had studied the traffic problem and their figures were 50 cars per hour due to the 16-20 hour per day operation. The Park recommended that access be from Hough Street, that seating capacity be increased to 1200, that more parking spaces be provided as overflow cannot be supported by Park, that developers place chain link fence along North and West boundries. He then stated that the Park has a restrictive deed controlling Lyons Drive, ie, the planters on West end to stop thru traffic.

Donald W. Stallen, past attorney for the Park District, noted if traffic going North is blocked at Northwest Highway and Lyons Drive, cars will turn left and use Lyons Drive as thru way to Northwest Highway.

Mr. Millen added that he felt traffic was the major problem.

Mr. Ralph Huszach, Co-Council for applicant, suggested the walkway shown in artists' rendering would alleviate danger to children; as to the dispute on cars, the developers will go back and study traffic problem. They will also check the legal right on use of the Drive. If deed reserved right to grantors, as assignee, Mrs. Huszach would have right of ingress and egress, he stated. He then commented that the ice rink will be located in town as opposed to the tin shack that will be located out of town. He asked the Board if the concept of ice is feasible? If it is, give the applicants a choice of wrapping it up.

Mr. Wollar then commented on the parking space conflict by Maiben and the Ordinances. Maiben's memo shows upgraded figures. He recommended that developers get together with Park Board. He felt the major problems are ingress and egress, does not like rink due to overload of cars and close proximity of the Northwest Highway and Hough Street intersections. He felt study of traffic is needed and that the hearing be continued to future date with questions resolved and then brought back to the Board.

Mr. Schneider asked Mr. Beese how the Park would have handled increased traffic if their ice was approved?

He answered that Carl Avenue and the streets West on either side of the Bowling Alley. Additional cars would be parked in bowling alley parking lot.

Mr. Kittredge, explaining the Board had never been faced with a skating rink proposal, asked to please describe the operation of such.

Marshall stated that the operation was on a 8:00 a.m. to 10:00 p.m. basis or until ice caught up with the people. Mornings were usually reserved for mothers and young children with skating lessons. He stated that the meeting with the Park Board was a good idea, however, they would not like to wait two weeks as petitioners had already waited five months due to Park referendum. He felt there were undertones from Board that developers were not wanted.

Mr. Wollar stated this was not true as far as he was concerned. He felt that two weeks would be a fair time to meet with Marshall again. That would set the meeting for January 24, 1973 with meeting with Park Board set for January 22, 1973.

When questioned again about the traffic study, Marshall stated that it would take six months and Beese commented it should be done in the Summer. Marshall did not want to have to do this.

Mr. Wollar suggested a traffic light at location.

Mr. Huszach asked Board for reading from Plan Commission on questions to be submitted for January 24th meeting.

Mr. Kittredge answered with:

1. Entrance must be made somewhere besides Lyons Drive.
2. Construction of chain link fence on North and West sides of property.
3. 113 parking stalls are not sufficient. Park District cannot afford the overflow. Developers need increase in this area.

Mr. Marshall then asked just what the chain length fence would prove as it would stop the children from entering the facilities from the park. He said the sidewalk that could be constructed would be safe for the children as it is on the South side of Lyons Drive with trees as the natural boundry on the North.

Mr. Sullivan then stated that it was mandatory to meet with the developers as neither he or Mr. Beese had any idea of the walkways, etc. that the petitioners had in mind.

Mr. Blanke then asked if perhaps the petitioner's driveway could be used an ingress and egress road?

Mr. Millen stated that he feels the driveway would be to close to Northwest Highway.

Mr. Willen made a motion that the meeting be continued until January 24, 1973 and Mr. Kittredge seconded it.

The Ayes were unanimous. Five in favor.

Tenney & Bentley
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HENRY F. TENNEY (1915-1971)
RICHARD BENTLEY (1922-1970)

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IRWIN J. ASKOW
HOWELL B. HARDY
ALEXANDER I. LOWINGER
J. WILLIAM BRAITHWAITE
STEPHEN J. NAGY
EDWIN H. CONGER
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JOHN R. COVINGTON
JOHN S. ESKILSON
JERROLD L. SAGER

JAMES T. ROHNER
MICHAEL G. HILBORN
RICHARD J. COCHRAN
MICHAEL J. SMITH
LAWRENCE E. GRELLI
PAUL T. LAHTI

January 18, 1973

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF BARRINGTON

Re: Southgate Convenience Center

Gentlemen:

Enclosed is the redrafted Annexation Agreement containing the changes agreed upon at the public hearing and at a subsequent meeting of Mr. Borah, his attorney, Mr. Maiben and myself.

This is expected to be on the agenda Monday evening, January 22, 1973.

Sincerely,

TENNEY & BENTLEY

By J. William Braithwaite by Co.

JWB:br
Enclosure
cc: Mr. Dean Maiben
Mr. A. Borah
Mr. D. Newman

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of January, 1973, between the VILLAGE OF BARRINGTON, a Municipal Corporation of the County of Cook and County of Lake in the State of Illinois (hereinafter referred to as the "VILLAGE"), and The First National Bank and Trust Company of Barrington, as trustee under its trust agreement, dated August 16, 1971 known as Trust Number 571 (Fred Schurecht and Alfred J. Borah, beneficiaries of said Trust Number 571), The First National Bank and Trust Company of Barrington as trustee under its trust agreement, dated August 3, 1970, known as Trust Number 500 (Fred Schurecht, Richard Pepper, Alfred J. Borah, and Edward Dart, beneficiaries of said Trust Number 500) (said Trusts numbered 500 and 571 hereinafter sometimes called "Title Holders" and said individuals hereinafter sometimes called "Beneficiaries") and Alfred J. Borah and Fred Schurecht (hereinafter sometimes referred to as "Borah and Schurecht"):

W I T N E S S E T H:

WHEREAS, Title Holders and Beneficiaries are the record owners of the following described unincorporated land (hereinafter referred to as the "Tract") comprising 21 acres of land, more or less:

PARCEL 1:

The West 20 Rods of the East 40 Rods of the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois,

PARCEL 2:

The South 50 Rods of the West Half of the Northeast Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois,

which Tract is the subject of this Annexation Agreement and is shown on the Annexation Plat heretofore submitted to the VILLAGE and incorporated herein by reference; and

WHEREAS, Beneficiaries propose to develop the East 508 feet of the North 450 feet of the South 550 feet of the said Parcel 2 under a special use for Planned Development within the B-2 Business District, subject to the limitations and provisions hereinafter referred to, under the Zoning Ordinance of the Village of Barrington, as amended, in accordance with the terms and provisions of this Agreement and with the Plan of Development which is attached hereto as Exhibit A (hereinafter referred to as the "Plan"); and

WHEREAS, Title Holders heretofore have filed with VILLAGE their Petition requesting annexation of the Tract to the Village of Barrington; and

WHEREAS, the Corporate Authorities of said VILLAGE have duly fixed a time for and held a public hearing upon this Annexation Agreement, all upon such notices and related procedures as are required by the ordinances of the VILLAGE and the laws of the State of Illinois; and

WHEREAS, the development of a portion of the Tract within the Village of Barrington as a Planned Development in accordance herewith would better utilize the topographic and natural character of the site and would produce a more economical and stable development while encouraging the conservation of natural features, all being consistent with the purpose and intent of the Zoning Ordinance of the Village of Barrington, as amended, and in conformity with the general character of the Village,

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ONE: Title Holders and Beneficiaries agree that the Tract shall be annexed to the Village of Barrington Counties of Cook and Lake and State of Illinois, within sixty (60) days after the date hereof, and that during said period of time it shall neither be annexed to any other City or Village nor shall it be developed in the unincorporated area of Cook County.

TWO: VILLAGE agrees to annex the Tract within sixty (60) days after the date hereof.

THREE: Water Service

(A) Upon annexation to the Village of Barrington, Borah and Schurecht will be permitted, at their expense, to connect to the municipal water mains owned and operated by VILLAGE located at the Southerly terminus of an existing water main which runs Southerly from Cornell Avenue on the Southerly prolongation of Cook Street into the Southgate Subdivision, all for the immediate purpose of extending water service to the Tract, but with provision for future service to the general area. Upon completion, the entire cost thereof (including all legal and engineering fees and expenses), shall be determined and established by the VILLAGE. VILLAGE agrees thereupon to provide by appropriate ordinances and related procedures for Borah and Schurecht to recapture a pro rata share of said entire cost from the properties, if any, which thereupon or thereafter are expected to benefit from said water main.

(B) Within 60 days after the Village of Barrington has validly issued to the DEVELOPERS of a project known as "The

Villagers of Bent Creek", the first building permit for a building within said project, Borah and Schurecht, at their own expense, shall install a water storage tank of such size (not to exceed 300,000 gallons) as the Village may determine is necessary and desirable, with necessary related pumping station, pressure reduction valves and other appurtenances, in such location in the vicinity of the Southgate Subdivision as approved by the Village, all in conformity with the sizing and related specifications determined by the village engineer in cooperation with Borah and Schurecht, and Borah and Schurecht shall complete such water storage tank prior to the issuance of the first occupancy permit for any residential unit in "The Villagers of Bent Creek" development and it shall be a condition for the issuance of any such occupancy permit that such water storage tank be completed. Upon completion, the entire cost thereof (including all legal and engineering fees and expenses) shall be determined and established by the VILLAGE. Fifty percent (50%) of such cost shall be paid from the Water and Sewer fund of the VILLAGE and the remaining fifty per cent (50%) shall be subject to recapture by Borah and Schurecht.

For the purpose of computing the recapture charge to be assessed, the service area is designated as shown on Exhibits C and D attached hereto and a part hereof. However, the recapture agreement shall also provide that in the event that areas 4 and 6 as shown on Exhibit B, previously referred to in this Agreement, shall connect to village water, or if any area South of Dundee Road and east of Barrington Road connects to village water, said areas will pay the recapture charge on the same basis as the property referred to in Exhibit C attached hereto. In addition, in the event that

any of the property in area 5 as shown on said Exhibit B shall utilize village water facilities, said property shall pay a recapture charge on an equitable per lot basis.

VILLAGE agrees thereupon to provide by appropriate ordinance and related procedures for Borah and Schurecht to be so paid and to so recapture said fifty percent (50%) of such total cost. In the event of the connection of a part of said nearby areas, a pro rata share as established by the VILLAGE of such cost shall be recaptured.

(C) Borah and Schurecht at their own expense shall install a 12-inch water main from the intersection of Summit Street and Wisconsin Avenue to the water storage tank described in subparagraph (B) of this Paragraph Three. Borah and Schurecht at their own expense previously have installed an 8-inch water main in South Cook Street from the now existing Village limits, in the block South of Illinois Street to Cornell Avenue, thence East in Cornell Avenue to Prairie Avenue. The entire cost of said 8-inch and 12-inch water mains upon completion of said 12-inch water main (including all legal and engineering fees and expenses) shall be determined and established by the VILLAGE and shall be subject to recapture by Borah and Schurecht.

For the purpose of computing the recapture charge to be assessed, the service area is designated as shown on Exhibits C and D attached hereto and a part hereof. However, the recapture agreement shall also provide that in the event that areas 4 and 6 as shown on Exhibit B, previously referred to in this Agreement, shall connect to Village water, or if any area South of Dundee Road and east of Barrington Road connects to village water, said areas will pay the recapture charge on the same basis as the property referred to in Exhibit C attached hereto. In addition, in the event that

any of the property in area 5 as shown on said Exhibit B shall utilize village water facilities, said property shall pay a recapture charge on an equitable per lot basis.

VILLAGE agrees thereupon to provide by appropriate ordinance and related procedures for Borah and Schurecht to be so paid and to so recapture such total cost. In the event of the connection of a part of said nearby areas, a pro rata share as established by the VILLAGE of such cost shall be recaptured. VILLAGE, at its expense, will install a 12-inch water main from the intersection of Summit Street and Wisconsin Avenue to the existing Village water tower on Hough Street, opposite Tower Road, approximately concurrent with the installation of the twelve (12) inch main provided for in the first sentence of this Paragraph C.

Four: Sanitary Sewer Service

(A) Upon annexation to the Village of Barrington, BENEFICIARIES will be permitted to connect to the municipal sanitary sewer owned and operated by VILLAGE for the immediate purpose of extending sewer service to the Tract by means of a force main with lift station located at the Southeast corner of Barrington Road and Cornell Avenue, all subject to approval of all applicable Federal and State authorities.

(B) Borah and Schurecht at their own expense have installed said lift station and said force main, and will hereafter install the sanitary sewer extension to the Tract, in conformity with sizing and related specifications determined by the Village Engineer in cooperation with Borah and Schurecht. Upon completion, the entire cost thereof (including all legal

and engineering fees and expenses), shall be determined and established by the VILLAGE. VILLAGE agrees thereupon to provide by appropriate ordinances and related procedures for Borah and Schurecht to recapture a pro rata share of said entire cost from the properties which thereupon or thereafter are expected to benefit from said lift station, force main and sanitary sewer extension within areas 1, 2 and 3 as shown on Exhibit B attached hereto and a part hereof and such other properties as the Village may allow to connect to the said facilities, provided that the connection of such other properties shall not significantly impair the capacity of the system to serve areas 1, 2 and 3 and to serve approximately 13 acres at the Southeast corner of Area 7.

(C) In addition to the foregoing costs and charges and in addition to other matters referred to in this Annexation Agreement, prior to annexation of the property to be annexed, Borah and Schurecht will pay to the Village water and sewer fund an amount of \$6,500 as the share attributable to the property to be annexed, of replacing all or part of the Hager Avenue sewer running generally from the intersection of Route 59-63 and Dundee Avenue to the Village of Barrington Wastewater Treatment Plant, with a new twenty-four inch (24") line. By this Annexation Agreement, the Village does not make any commitment or undertaking as to when such sewer or part thereof will be replaced.

The VILLAGE agrees that as long as the property to be annexed is zoned in any of the Village of Barrington single family zoning districts (currently known as R-1 through R-8,

inclusive), and, in any event as to the East 508 feet of the South 550 feet of the said Parcel 2, zoned B-1, as a Planned Development, from and after payment of the amount provided for above in this paragraph, the Village will not assess the property to be annexed under or pursuant to any special assessment proceedings for the replacement of that portion of the Hager Avenue Sewer referred to in this paragraph.

FIVE. In lieu of any bond or cash escrow deposit securing completion of public improvements, Borah and Schurecht, at their election, may furnish to VILLAGE an irrevocable letter of commitment in the form approved by the Village Attorney certifying that the required funds, except for funds to be paid by the Village for the water storage tank as herein provided, are available at a sound and reputable banking or financial institution authorized to do business in the State of Illinois and approved by VILLAGE. Such irrevocable letter of commitment shall be in effect for the length of time required to complete the public improvements and shall provide that, upon default by Borah and Schurecht, VILLAGE shall have the right to utilize the funds for such purpose.

SIX: VILLAGE shall accept dedication of and shall operate, maintain, repair and replace all sanitary sewer, storm drainage and water main systems, whether within public or private rights-of-way or other easements, but excluding individual service stubs. VILLAGE is hereby given the right (but shall not be required) to post private rights-of-way with signs regulating traffic and to designate the same as fire lanes.

Beneficiaries of the aforesaid Trust No. 500 shall provide for vehicular access to the Tract and adjacent property substantially in accordance with the Plan of Development attached hereto as Exhibit A and a part hereto, except that where said Plan of Development shows two entrances to the Tract on Dundee Road and two entrances on Barrington Road there shall be, in each case, only one such entrance with the said beneficiaries selecting, in each case, which such entrance is to be utilized at or between the locations shown. The engineering design of such entrances shall be subject to approval of the VILLAGE. Upon completion of the intersection of the said driveway entrance to Barrington Road and related acceleration and deceleration lanes, and any other related and appurtenant facilities, the entire cost thereof (including all legal and engineering fees and expenses) shall be determined and established by the VILLAGE. VILLAGE agrees thereupon to provide by appropriate ordinances and related procedures for the aforesaid beneficiaries to recapture a pro rata share of said entire cost from such adjoining property of approximately five (5) acres lying north of the Tract which thereupon or thereafter benefit from said entrance roadway and related facilities. To the extent necessary, said beneficiaries will provide an easement to the aforesaid benefiting property or properties to provide access to said entrance road.

VILLAGE and Borah and Schurecht mutually agree that when Grove Avenue is extended Southerly to Dundee Road (Route 68),

it will be located near or at the western boundary of the property of which Borah and Schurecht are beneficial owners, located immediately south of the Southgate Subdivision as now platted per document No. _____, so as to provide a roadway to service, in addition to their own property, the parcels of land lying immediately west of said property of which Borah and Schurecht are beneficial owners.

SEVEN: The Beneficiaries of Trust No. 500 shall reimburse the VILLAGE for their proportionate share of the cost assumed by the VILLAGE of traffic regulation signals which may hereafter be installed at the intersection of Barrington Road and Dundee Road during the first two years following the issuance of the initial occupancy permit for any portion of the East 508 feet of the North 450 feet of the South 550 feet of the said Parcel 2, provided that such proportionate share of the cost of the said beneficiaries shall not exceed twenty-five percent (25%) of the total of all costs of installing the said traffic signals.

EIGHT: All electric and telephone lines shall be underground in easements provided for that purpose. A blanket easement over, under and upon all unimproved driveways for police and fire protection and for the customary servicing of sanitary sewer, storm drainage and water main systems and other public utilities associated with the Tract shall be provided in favor of VILLAGE and all of the involved public utility companies, their respective officers, employees and agents, together with related emergency and service vehicles and equipment.

NINE: Beneficiaries of said Trust Number 500, at or prior to the time of securing the first building permit for the East 508 feet of the North 450 feet of the South 550 feet of parcel 2 of the Tract, shall dedicate and convey the West 150 feet of the South ___ feet of the Tract and the South 100 feet of the West ___ feet of the Tract to the Village of Barrington for open space, parkway and road purposes, with reverter to said Beneficiaries if the VILLAGE uses or attempts to use said property for any other purpose. The VILLAGE, at its option, may convey or dedicate any portion thereof to the State of Illinois, County of Cook or other governmental body for road and/or underground utility purposes only. In consideration of the right of reverter being retained by beneficiaries, and other good and valuable considerations, said beneficiaries agree that they or their successors in title or in interest will forever maintain said property being conveyed and dedicated, cutting the trees and trimming trees and bushes, in a manner reasonably satisfactory to the VILLAGE. If said beneficiaries or their successors in title shall fail to so maintain said area, the VILLAGE may (but shall not be required to) do so and place a lien on the East 508 feet of the North 450 feet of the South 550 feet of parcel 2 of the Tract for the cost thereof. The VILLAGE agrees that buildings may be erected by the beneficiaries to the respective lines of the said property to be conveyed to the VILLAGE and that no parking or building setbacks will be required from said property to be conveyed to the VILLAGE.

Title Holders and beneficiaries agree that no buildings or signs will be erected and no parking permitted within those portions of the West 150 feet of the Tract and the South 100 feet of the Tract which are not to be conveyed to the VILLAGE pursuant to this Agreement, and they further agree that upon any conveyance of the Tract or any portion thereof abutting Dundee or Barrington Roads (except the East 508 feet of the North 450 feet of the South 550

feet of parcel 2) each document of conveyance will contain a restriction against buildings, signs or parking within the West 150 feet or within the South 100 feet of the Tract.

TEN: Prior to the issuance of Occupancy Permits by the VILLAGE and prior to the time when the beneficiaries of said Trust No. 500 permit occupancy of any building on the Tract, Borah and Schurecht will complete a water detention basin of such size as may hereafter be required by VILLAGE specifications to serve the Tract. Borah and Schurecht will post with the VILLAGE a bond, cash escrow deposit, or letter of commitment (as provided in paragraph Five hereof), to guarantee such completion. Borah and Schurecht previously have installed a system of drainage pipes and a drainage system in the Southgate Subdivision, at their own expense. The entire cost of the drainage pipes and drainage system, but excluding the cost of the detention basin (including all legal and engineering fees and expenses) shall be determined and established by the VILLAGE. In the event that any other property which is within an area which is tributary to said drainage pipes and drainage system is hereafter annexed to the VILLAGE and benefits from said drainage pipes and drainage system, said other property shall pay a pro rata portion of the total cost of said storm drainage pipes and drainage system (excluding the cost of the water retention basin) based upon the number of acres thus being benefited by said drainage system and the total number of acres which it is anticipated will be benefited by said storm drainage pipes and system. VILLAGE agrees thereupon to provide by appropriate ordinance and related procedures for Borah and Schurecht to be paid and to so recapture said cost. Any property tributary to said drainage pipes and system hereafter developed within the VILLAGE will meet the then applicable village ordinances and regulations relative to drainage and detention systems as to avoid unreasonably overtaxing the said drainage pipes

and system developed by Borah and Schurecht.

ELEVEN: VILLAGE has examined and considered the Plan of Development attached hereto as Exhibit "A" and the matters therein depicted and specified and finds that they are in compliance with the standards and regulations of the Zoning Ordinance of the Village of Barrington, as amended, and in particular the provisions of Article IV, Section 4.04 thereof entitled "Planned Developments"; wherefore, upon annexation of the Tract to the Village of Barrington, VILLAGE agrees to approve the Plan and to cause the East 508 feet of the North 450 feet of the South 550 feet of parcel 2 of the Tract, consisting of approximately 5.25 acres, be classified for a special use as a Business Planned Development within the B-1 Zoning District and to cause the remaining acres of the Tract to be classified R-1, Single Family Zoning District in accordance with the terms and provisions hereof and of said Zoning Ordinance of the Village of Barrington, as amended. Said Planned Development will specifically include the following uses otherwise not permitted in a B-1 Zoning District:

- a) Art galleries and studios.
- b) Antique shop.
- c) Bicycle sales and repair.
- d) Billiard rooms
- e) Costume rental shop.
- f) Employment agency
- g) Locksmith
- h) Mirror and glazing shop.
- i) Orthopedic and medical appliance store, but not including the assembly or manufacture of such articles.
- j) Pet shops, but not including animal hospitals.
- k) Picture framing, when conducted for retail trade only, on the premises.

Said Planned Development will specifically exclude the following uses otherwise permitted in a B-1 Zoning District:

a) Bowling alleys, billiard and pool rooms, dance halls, gymnasiums, meeting halls, lodge halls, fraternal organizations and clubs.

TWELVE: As to any recapture ordinance provided for in this Agreement, VILLAGE shall have no liability or other obligation to pay or cause the payment of any sum of money to Borah and Schurecht on account of such recapture other than out of such funds as the Village shall collect pursuant to the applicable recapture ordinance. VILLAGE shall use reasonable and its best efforts to enforce the applicable recapture ordinances but in no event shall VILLAGE and its officers, employees and agents be liable to Borah and Schurecht for failure to do so.

THIRTEEN: The beneficiary shall submit plans for lighting of the east etcetera of the Tract (referring to the B-1 portion) and agree that exterior lighting will be designed to prevent glare which is or can constitute a nuisance to adjoining property owners, traffic or the Village of Barrington. The lighting and the lighting plan shall be subject to the express approval of the President and Board of Trustees of the VILLAGE. Lighting shall be installed and maintained pursuant to said Plan.

FOURTEEN: This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein contained.

FIFTEEN: If any provision of this Agreement is held invalid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

SIXTEEN: This Annexation Agreement shall, pursuant to its terms, be binding upon, and inure to the benefit of the parties hereto, their successors, personal representatives and assigns, all successor owners of record of all or any part of the Tract, all

successor beneficiaries of the trusts described herein, successor beneficiaries of any other trust or trusts hereafter holding legal title, and any successor municipal authorities of said VILLAGE and successor municipalities for a period of five (5) years from the date of execution hereof, whereafter the unplatted portion, if any, may be reclassified by VILLAGE as an R-1 One Family District.

VILLAGE OF BARRINGTON

ATTEST:

By _____

FIRST NATIONAL BANK AND TRUST COMPANY
OF BARRINGTON, as Trustee under its
Trust No. 500

ATTEST:

By _____
Trust Officer

Assistant Secretary

FIRST NATIONAL BANK AND TRUST COMPANY
OF BARRINGTON, as Trustee under its
Trust No. 571

ATTEST:

By _____
Trust Officer

Assistant Secretary

Fred Schurecht

Alfred J. Borah

Richard Pepper

Edward Dart

Re: Cook County Zoning Board of Appeals Docket Nos. 2255, 2256, 2257 and 2258; Z.A. Nos. A-72-82, SU-72-42, A-72-83 and SU-72-43

RESOLUTION

WHEREAS, the Village of Barrington is a municipality of the State of Illinois and a member, with other Villages, of the Barrington Area Council of Governments; and

WHEREAS there is now before the Zoning Board of Appeals of Cook County a petition to amend the Cook County Zoning Ordinance and the zoning map, relative to the properties described in the petitions referred to above, from existing R-1 Single Family Residence District to R-4 and R-5 General Residence District and for a special use permit;

WHEREAS such requests are contrary to the public interest and the best interests of this Village;

WHEREAS the requested rezoning would have an adverse effect on this Village and property within the BACOG area;

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington, an Illinois municipality, that this Village does hereby protest in writing to the proposed amendments to the Cook County Zoning Ordinance, now pending before the Cook County Zoning Board of Appeals, as Docket Nos. 2255, 2256, 2257 and 2258, Z.A. Nos. A-72-82, SU-72-42, A-72-83 and SU-72-43, whereby Centex Homes Corporation requests that the Cook County Zoning Ordinance and the map accompanying said Ordinance be amended to change the zoning of the property described in the said petitions from R-1 Single Family Residence District to R-4 and R-5 General Residence District and for certain special uses;

BE IT FURTHER RESOLVED that said proposed rezoning would be contrary to the best interests of this Village and its residents and to the BACOG area;

The sewerage treatment plant proposed would conflict with the plans of BACOG that sewerage treatment facilities be in the Village of Barrington;

The proposed rezoning for small lot single family purposes and for multiple family purposes, and for special uses would not be in character with the property in the existing development of property in the vicinity of the subject property;

It is appropriate that the unincorporated portion of Barrington Township be maintained as the only significant area in Cook County requiring multi-acre lot sizes for single family homes, in order that those who desire such lot sizes and living accommodations may acquire property;

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to file a certified copy of this Resolution with the Cook County Zoning Board of Appeals.

PASSED THIS 19th DAY OF FEBRUARY, 1973.

Ayes _____ Nays _____ Absent _____

APPROVED THIS 19th DAY OF FEBRUARY, 1973.

President

ATTESTED AND FILED THIS
19th DAY OF FEBRUARY, 1973:

Village Clerk

ORDINANCE NO. _____

Approved
2/19/73

AN ORDINANCE
APPROVING ANNEXATION AGREEMENT AND DIRECTING
EXECUTION THEREOF BY THE PRESIDENT AND CLERK
OF THE VILLAGE OF BARRINGTON

(Southgate Convenience Shopping Center, Northeast corner of Barrington and Dundee Road, Southwest Quarter of Section 12)

WHEREAS, there has heretofore been submitted to the Corporate Authorities of the Village of Barrington a petition to annex the following described territory:

PARCEL 1:

The West 20 Rods of the East 40 Rods of the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois,,

PARCEL 2:

The South 50 Rods of the West Half of the Northeast Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois,

WHEREAS, there also has been submitted to the Corporate Authorities of this Village an Annexation Agreement relative to said territory, pursuant to statute, between this Village and The First National Bank and Trust Company of Barrington, not personally but as Trustee under its Trust No. 500, The First National Bank and Trust Company of Barrington, not personally, but as Trustee under its Trust No. 571, Fred Schurecht, Alfred J. Borah, Richard Pepper and Edward Dart; and

WHEREAS, proper and due notice of the public hearing to be held on said Annexation Agreement has been given and public hearing was held by the Corporate Authorities; and

WHEREAS, it is determined to be in the best interests of this Village to approve the Annexation Agreement attached hereto as Exhibit "A" and a part hereof:

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARRINGTON, Cook and Lake Counties, Illinois, that:

SECTION 1. The Corporate Authorities find the facts stated in the preamble to this Ordinance are true.

SECTION 2. The aforesaid Annexation Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

SECTION 3. The President and Clerk of this Village are hereby authorized to execute said Agreement on behalf of this Village.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval is provided by law.

PASSED BY AT LEAST A TWO-THIRDS VOTE OF THE CORPORATE AUTHORITIES NOW HOLDING OFFICE THIS _____ DAY OF JANUARY, 1973.

AYES _____ NAYS _____ ABSENT _____

APPROVED THIS _____ DAY OF JANUARY, 1973.

Village President

Attested and filed this _____
day of January, 1973.

Acting Village Clerk

PUBLISHED IN THE BARRINGTON COURIER-REVIEW ON THE _____ DAY
OF _____, 1973.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of January, 1973, between the VILLAGE OF BARRINGTON, a Municipal Corporation of the County of Cook and County of Lake in the State of Illinois (herinafter referred to as the "VILLAGE"), and The First National Bank and Trust Company of Barrington, as trustee under its trust agreement, dated August 16, 1971 known as Trust Number 571 (Fred Schurecht and Alfred J. Borah, beneficiaries of said Trust Number 571), The First National Bank and Trust Company of Barrington as trustee under its trust agreement, dated August 3, 1970, known as Trust Number 500 (Fred Schurecht, Richard Pepper, Alfred J. Borah, and Edward Dart, beneficiaries of said Trust Number 500) (said Trusts numbered 500 and 571 hereinafter sometimes called "Title Holders" and said individuals hereinafter sometimes called "Beneficiaries" and Alfred J. Borah and Fred Schurecht (hereinafter sometimes referred to as "Borah and Schurecht")):

W I T N E S S E T H:

WHEREAS, Title Holders and Beneficiaries are the record owners of the following described unincorporated land (hereinafter referred to as the "Tract") comprising 21 acres of land, more or less:

PARCEL 1:

The West 20 Rods of the East 40 Rods of the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois,

PARCEL 2:

The South 50 Rods of the West Half of the Northeast Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois,

which Tract is the subject of this Annexation Agreement and is shown on the Annexation Plat heretofore submitted to the VILLAGE and incorporated herein by reference; and

WHEREAS, Beneficiaries propose to develop the East 508 feet of the North 450 feet of the South 550 feet of the said Parcel 2 under a special use for Planned Development within the B-1 Business District, subject to the limitations and provisions hereinafter referred to, under the Zoning Ordinance of the Village of Barrington, as amended, in accordance with the terms and provisions of this Agreement and with the Plan of Development which is attached hereto as Exhibit A (hereinafter referred to as the "Plan"); and

WHEREAS, Title Holders heretofore have filed with VILLAGE their Petition requesting annexation of the Tract to the Village of Barrington; and

WHEREAS, the Corporate Authorities of said VILLAGE have duly fixed a time for and held a public hearing upon this Annexation Agreement, all upon such notices and related procedures as are required by the ordinances of the VILLAGE and the laws of the State of Illinois; and

WHEREAS, the development of a portion of the Tract within the Village of Barrington as a Planned Development in accordance herewith would better utilize the topographic and natural character of the site and would produce a more economical and stable development while encouraging the conservation of natural features, all being consistent with the purpose and intent of the Zoning Ordinance of the Village of Barrington, as amended, and in conformity with the general character of the Village,

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ONE: Title Holders and Beneficiaries agree that the Tract shall be annexed to the Village of Barrington, Counties of Cook and Lake and State of Illinois, within sixty (60) days after the date hereof, and that during said period of time, it shall neither be annexed to any other City or Village nor shall it be developed in the unincorporated area of Cook County.

TWO: VILLAGE agrees to annex the Tract within sixty (60) days after the date hereof.

THREE: Water Service

(A) Upon annexation to the Village of Barrington, Borah and Schurecht will be permitted, at their expense, to connect to the municipal water mains owned and operated by VILLAGE located at the Southerly terminus of an existing 8-inch water main which runs Southerly from Cornell Avenue on the Southerly prolongation of Cook Street into the Southgate Subdivision, all for the immediate purpose of extending water service to the Tract, but with provision for future service to the general area. Borah and Schurecht at their own expense have previously installed an 8-inch water main in South Cook Street from the now existing Village limits, in the block South of Illinois Street to Cornell Avenue, thence East in Cornell Avenue to Prairie Avenue. Upon completion, the entire cost thereof (including all legal and engineering fees and expenses), shall be determined and established by the VILLAGE. VILLAGE agrees thereupon to provide by appropriate ordinances and related procedures for Borah and

Schurecht to recapture a pro rata share of said entire cost from the properties, if any, which thereupon or thereafter are expected to benefit from said water main.

(B) Within 60 days after the Village of Barrington has validly issued to the DEVELOPERS of a project known as "The Villagers of Bent Creek", the first building permit for a building within said project, Borah and Schurecht, at their own expense, shall commence work to install a water storage tank of such size (not to exceed 300,000 gallons) as the Village may determine is necessary and desirable, with necessary related pumping station, pressure reduction valves and other appurtenances, in such location in the vicinity of the Southgate Subdivision as approved by the Village, all in conformity with the sizing and related specifications determined by the Village Engineer in cooperation with Borah and Schurecht, and Borah and Schurecht shall complete such water storage tank prior to the issuance of the first occupancy permit for any residential unit in "The Villagers of Bent Creek" development and it shall be a condition for the issuance of any such occupancy permit that such water storage tank be completed. Upon completion, the entire cost thereof (including all legal and engineering fees and expenses) shall be determined and established by the VILLAGE. Fifty percent (50%) of such cost shall be paid from the Water and Sewer fund of the VILLAGE and the remaining fifty per cent (50%) shall be subject to recapture by Borah and Schurecht.

above, at or below, ground level or the depth of the tank

For the purpose of computing the recapture charge to be assessed, the service areas shall be those areas designated as Areas 1, 2 and 3 as shown on Exhibit B attached hereto and made a

part hereof. However, the recapture agreement shall also provide that in the event that areas 4 and 6 as shown on said Exhibit B shall connect to village water, or if any area South of Dundee Road and East of Barrington Road connects to village water, said areas will pay the recapture charge on the same basis as the property referred to in Exhibit B attached hereto. In addition, in the event that any of the property in area 5 as shown on said Exhibit B shall utilize village water facilities, said property shall pay a recapture charge on an equitable per lot basis.

VILLAGE agrees thereupon to provide by appropriate ordinance and related procedures for Borah and Schurecht to be so paid and to so recapture said fifty percent (50%) of such total cost. In the event of the connection of a part of said nearby areas, a pro rata share as established by the VILLAGE of such cost shall be recaptured.

(C) Borah and Schurecht at their own expense shall install a 12-inch water main from the intersection of Summit Street and Wisconsin Avenue to the water storage tank described in subparagraph (B) of this Paragraph Three. ^{Sentence deleted and placed in THREE (A) page 3} The entire cost of said 12-inch water mains upon completion of said 12-inch water main (including all legal and engineering fees and expenses) shall be determined and established by the VILLAGE and shall be subject to recapture by Borah and Schurecht.

For the purpose of computing the recapture charge to be assessed, the service area shall be those areas designated as Area 1, 2 and 3 as shown on the said attached Exhibit B. However, the recapture agreement shall also provide that in the event that areas 4 and 6 as shown on Exhibit B shall connect to Village water, or if any area South of Dundee Road and ^{any other areas} East of Barrington Road

connects to village water, said areas will pay the recapture charge on the same basis as the property referred to in Exhibit B. In addition, in the event that any of the property in Area 5 as shown on said Exhibit B shall utilize village water facilities, said property shall pay a recapture charge on an equitable per lot basis.

VILLAGE agrees thereupon to provide by appropriate ordinance and related procedures for Borah and Schurecht to be so paid and to so recapture such total cost. In the event of the connection of a part of said nearby areas, a pro rata share as established by the VILLAGE of such cost shall be recaptured. VILLAGE, at its expense, will install a 12-inch water main from the intersection of Summit Street and Wisconsin Avenue to the existing Village water tower on Hough Street, opposite Tower Road, approximately concurrent with the installation of the twelve (12) inch main provided for in the first sentence of this Paragraph C.

Four: Sanitary Sewer Service

(A) Upon annexation to the Village of Barrington, BENEFICIARIES will be permitted to connect to the municipal sanitary sewer owned and operated by VILLAGE for the immediate purpose of extending sewer service to the Tract by means of a force main with lift station located at the Southeast corner of Barrington Road and Cornell Avenue, all subject to approval of all applicable Federal and State authorities.

(B) Borah and Schurecht at their own expense have installed said lift station and said force main, and will hereafter install the sanitary sewer extension to the Tract, in conformity with sizing and related specifications determined by the

Village Engineer in cooperation with Borah and Schurecht. Upon completion, the entire cost thereof (including all legal and engineering fees and expenses), shall be determined and established by the VILLAGE. VILLAGE agrees thereupon to provide by appropriate ordinances and related procedures for Borah and Schurecht to recapture a pro rata share of said entire cost from the properties which thereupon or thereafter are expected to benefit from said lift station, force main and sanitary sewer extension within Areas 1,2,3and 7 as shown on Exhibit B, attached hereto and made a part hereof, and such other properties as the Village may allow to connect to the said facilities, provided that the connection of such other properties shall not significantly impair the capacity of the system to serve Areas 1, 2, 3 and 7.

(C) In addition to the foregoing costs and charges and in addition to other matters referred to in this Annexation Agreement, prior to annexation of the property to be annexed, BENEFICIARIES will pay to the Village water and sewer fund an amount of \$6,500 as the share attributable to the property to be annexed, of replacing all or part of the Hager Avenue sewer running generally from the intersection of Route 59-63 and Dundee Avenue to the Village of Barrington Wastewater Treatment Plant with a new twenty-four inch (24") line. By this Annexation Agreement, the Village does not make any commitment or undertaking as to when such sewer or part thereof will be replaced.

The VILLAGE agrees that as long as the property to be annexed is zoned in any of the Village of Barrington single family zoning districts (currently known as R-1 through R-8, inclusive) or other zoning districts with equivalent or less

sanitary discharge requirements ^{than such R-8 zoning)} and, in any event as to the East 508 feet of the South 550 feet of the said Parcel 2, zoned B-1, as a Planned Development, from and after payment of the amount provided for above in this paragraph, the Village will not assess the property to be annexed under or pursuant to any special assessment proceedings for the replacement of that portion of the Hager Avenue Sewer referred to in this paragraph.

FIVE: In lieu of any bond or cash escrow deposit securing completion of public improvements, Borah and Schurecht, at their election, may furnish to VILLAGE an irrevocable letter of commitment in the form approved by the Village Attorney certifying that the required funds, except for funds to be paid by the Village for the water storage tank as herein provided, are available at a sound and reputable banking or financial institution authorized to do business in the State of Illinois and approved by VILLAGE. Such irrevocable letter of commitment shall be in effect for the length of time required to complete the public improvements and shall provide that, upon default by Borah and Schurecht, VILLAGE shall have the right to utilize the funds for such purposes.

SIX: VILLAGE shall accept dedication of and shall operate, maintain, repair and replace all sanitary sewer, storm drainage and water main systems, whether within public or private rights-of-way or other easements, but excluding individual service stubs. VILLAGE is hereby given the right (but shall not be required) to post private rights-of-way with signs regulating traffic and to designate the same as fire lanes.

Beneficiaries of the aforesaid Trust No. 500 shall provide

for vehicular access to the Tract and adjacent property substantially in accordance with the Plan of Development attached hereto as Exhibit A and a part hereof, except that where said Plan of Development shows two entrances to the Tract on Dundee Road and two entrances on Barrington Road there shall be, in each case, only one such entrance with the said Beneficiaries selecting in each case, which such entrance is to be utilized at or between the locations shown. The engineering design of such entrances shall be subject to approval of the VILLAGE. Upon completion of the intersection of the said driveway entrance to Barrington Road and related acceleration and deceleration lanes, and any other related and appurtenant facilities, the entire cost thereof (including all legal and engineering fees and expenses) shall be determined and established by the VILLAGE. VILLAGE agrees thereupon to provide by appropriate ordinances and related procedures for the aforesaid Beneficiaries to recapture a pro rata share of said entire cost from such adjoining property of approximately five (5) acres lying north of the Tract which thereupon or thereafter benefit from said entrance roadway and related facilities. To the extent necessary, said Beneficiaries will provide an easement to the aforesaid benefiting property ^{to} ~~provide access to said entrance road.~~ provide access to said entrance road.

VILLAGE and Borah and Schurecht mutually agree that when Grove Avenue is extended Southerly to Dundee Road (Route 68), it will be located near or at the western boundary of the property of which Borah and Schurecht are beneficial owners, located immediately south of the Southgate Subdivision as now

platted per document No. 21811304, so as to provide a roadway to service, in addition to their own property, the parcels of land lying immediately west of said property of which Borah and Schurecht are beneficial owners.

SEVEN: The Beneficiaries of Trust No. 500 shall reimburse the VILLAGE for their proportionate share of the cost assumed by the VILLAGE of traffic regulation signals which may hereafter be installed at the intersection of Barrington Road and Dundee Road during the first two years following the issuance of the initial occupancy permit for any portion of the East 508 feet of the North 450 feet of the South 550 feet of the said Parcel 2, provided that such proportionate share of the cost of the said Beneficiaries shall not exceed twenty-five per cent (25%) of the total of all costs of installing the said traffic signals.

EIGHT: All electric and telephone lines shall be underground in easements provided for that purpose. A blanket easement over, under and upon all unimproved driveways for police and fire protection and for the customary servicing of sanitary sewer, storm drainage and water main systems and other public utilities associated with the Tract shall be provided in favor of VILLAGE and all of the involved public utility companies, their respective officers, employees and agents, together with related emergency and service vehicles and equipment.

NINE: Beneficiaries of said Trust Number 500, at or prior to the time of securing the first building permit for the East 508 feet of the North 450 feet of the South 550 feet of parcel 2 of the Tract, shall dedicate and convey the West 150 feet

of the East 658 feet of the South 550 feet of the Tract ~~(and the South 100 feet of the East 658 feet of the South 550 feet of the Tract)~~ running from the center line of Barrington ~~(and Dundee) Roads, (respectively),~~ to the Village of Barrington for open space, parkway and road purposes, with reverter to said Beneficiaries if the VILLAGE uses or attempts to use said property for any other purpose. The VILLAGE, at its option, may convey or dedicate any portion thereof to the State of Illinois, County of Cook or other governmental body for road and/or underground utility purposes only. In consideration of the right of reverter being retained by Beneficiaries, and other good and valuable considerations, said Beneficiaries agree that they or their successors in title or in interest will forever maintain said property being conveyed and dedicated, except for that portion thereof used for road purposes, cutting the trees and trimming trees and bushes, in a manner reasonably satisfactory to the VILLAGE. If said Beneficiaries or their successors in title shall fail to so maintain said area, the VILLAGE may (but shall not be required to) do so and place a lien on the East 508 feet of the North 450 feet of the South 550 feet of parcel 2 of the Tract for the cost thereof. The VILLAGE agrees that buildings may be erected by the Beneficiaries to the respective lines of the said property to be conveyed to the VILLAGE and that no parking or building setbacks will be required from said property to be conveyed to the VILLAGE.

Title Holders and Beneficiaries agree that no buildings or signs will be erected and no parking permitted within those portions of the West 150 feet of the Tract and the South 100

feet of the Tract which are not to be conveyed to the VILLAGE pursuant to this Agreement, and they further agree that upon any conveyance of the Tract or any portion thereof abutting Dundee or Barrington Roads (except the East 508 feet of the North 450 feet of the South 550 feet of parcel 2) each document of conveyance will contain a restriction against buildings, signs or parking within the West 150 feet or within the South 100 feet of the Tract.

TEN: Prior to the issuance of Occupancy Permits by the VILLAGE and prior to the time when the Beneficiaries of said Trust No. 500 permit occupancy of any building on the Tract, Beneficiaries will complete a water detention basin of such size as may hereafter be required by VILLAGE specifications to serve the Tract. Beneficiaries will post with the VILLAGE a bond, cash escrow deposit, or letter of commitment (as provided in paragraph Five hereof), to guarantee such completion. Borah and Schurecht previously have installed a system of drainage pipes and a drainage system in the Southgate Subdivision, at their own expense. The entire cost of the drainage pipes and drainage system, but excluding the cost of the detention basin (including all legal and engineering fees and expenses) shall be determined and established by the VILLAGE. In the event that any other property which is within an area which is tributary to said drainage pipes and drainage system is hereafter annexed to the VILLAGE and benefits from said drainage pipes and drainage system, said other property shall pay a pro rata portion of the total cost of said storm drainage pipes and drainage system (excluding the cost of the water detention basin) based upon the

number of acres thus being benefited by said drainage system and the total number of acres which it is anticipated will be benefited by said storm drainage pipes and system. VILLAGE agrees thereupon to provide by appropriate ordinance and related procedures for ^{BORAH AND SCHURECHT} ~~the Beneficiaries~~ to be paid and to so recapture said cost. Any property tributary to said drainage pipes and system hereafter developed within the VILLAGE will meet the then applicable village ordinances and regulations relative to drainage and retention systems as to avoid unreasonably overtaxing the said drainage pipes and system developed by the Beneficiaries.

ELEVEN: VILLAGE has examined and considered the Plan of Development attached hereto as Exhibit "A" and the matters therein depicted and specified and finds that they are in compliance with the standards and regulations of the Zoning Ordinance of the Village of Barrington, as amended, and in particular, the provisions of Article IV, Section 4.04 thereof entitled "Planned Developments"; wherefore, upon annexation of the Tract to the Village of Barrington, VILLAGE agrees to approve the Plan and to cause the East 508 feet of the North 450 feet of the South 550 feet of parcel 2 of the Tract, consisting of approximately 5.25 acres to be classified for a special use as a Business Planned Development within the B-1 Zoning District and to cause the remaining acres of the Tract to be classified R-1, Single Family Zoning District in accordance with the terms and provisions hereof and of said Zoning Ordinance of the Village of Barrington, as amended. Said Planned Development will specifically include the following uses otherwise not permitted in a B-1 Zoning District:

- a) Art galleries and studios.
- b) Antique shop.
- c) Bicycle sales and repair.
- d) Costume rental shop. ← *billiard rooms deleted*
- e) Employment agency
- f) Locksmith
- g) Mirror and glazing shop.
- h) Orthopedic and medical appliance store, but not including the assembly or manufacture of such articles.
- i) Pet shops, but not including animal hospitals.
- j) Picture framing, when conducted for retail trade only, on the premises.

Said Planned Development will specifically exclude the following uses otherwise permitted in a B-1 Zoning District:

- a) Bowling alleys, billiard and pool rooms, dance halls, gymnasiums, meeting halls, lodge halls, fraternal organizations and clubs.

TWELVE: As to any recapture ordinance provided for in this Agreement, VILLAGE shall have no liability or other obligation to pay or cause the payment of any sum of money to Borah and Schurecht or the Beneficiaries on account of such recapture other than out of such funds as the Village shall collect pursuant to the applicable recapture ordinance. VILLAGE shall use reasonable and its best efforts to enforce the applicable recapture ordinances but in no event shall VILLAGE and its officers, employees and agents be liable to Borah and Schurecht or the Beneficiaries for failure to do so.

THIRTEEN: The Beneficiaries shall submit plans for lighting

of the east etcetera of the Tract (referring to the B-1 portion) and agree that exterior lighting will be designed to prevent glare which is or can constitute a nuisance to adjoining property owners, traffic or the Village of Barrington. The lighting and the lighting plan shall be subject to the express approval of the President and Board of Trustees of the VILLAGE. Lighting shall be installed and maintained pursuant to said Plan.

FOURTEEN: This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein contained.

FIFTEEN: If any provision of this Agreement is held invalid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

SIXTEEN: This Annexation Agreement shall, pursuant to its terms, be binding upon, and inure to the benefit of the parties hereto, their successors, personal representatives and assigns, all successor owners of record of all or any part of the Tract, all successor beneficiaries of the trusts described herein, successor beneficiaries of any other trust or trusts hereafter holding legal title, and any successor municipal authorities of said VILLAGE and successor municipalities for a period of five (5) years from the date of execution hereof, whereafter

the unplatted portion, if any, may be reclassified by VILLAGE as an R-1 One Family District.

ATTEST:

VILLAGE OF BARRINGTON

_____, By _____

FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, as Trustee under its Trust No. 500

ATTEST:

By _____
Trust Officer

Assistant Secretary

FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, as Trustee under its Trust No. 571

ATTEST:

By _____
Trust Officer

Assistant Secretary

Fred Schurecht

Alfred J. Borah

Richard Pepper

Edward Dart

