

Wyatt

A G E N D A for Village Board Meeting on December 9, 1968

Chambers on Second Floor at 206 S. Hough St., Barrington, Ill.

- 1 ✓ Roll Call at 8:00 P.M.
- 2 ✓ Invocation
- 3 ✓ Approval of Minutes of Nov. 25, 1968 Board Meeting
- 4 ✓ Inquiries from the Public:
 - ✓ A. Fox Point Home Owners-Protest-Letter *Plan Commission*
 - ✓ B. Other Inquiries:
Tom Fredericks
- 5 Village President Reports:
 - ✓ A. Dedication of Restored Illinois State Capitol
 - ✓ B. Home Owners Letter Relative to Freund Brothers
 - ✓ C. Seegers Resignation from Zoning Board of Appeals
 - ✓ D. Refund of \$50. Filing Fee to "Bob and Betty"
 - ✓ E. Public Hearings Dec. 13 on County Variations
 - ✓ F. Barrington Township 1966 Quadrennial Assessment
United Motor Coach Dec. 18
- 6 Finance Director Reports:
 - ✓ A. Parking Meter Collections for Nov. ---\$5,139.02 *Jan 18*
 - ✓ B. List of Bills for Approval to Pay *Close*
 - ✓ C. Treasurer Report for Nov. 1968 *Dec. 30th*
- 7 Zoning Board of Appeals Reports:
 - ✓ A. Variation for "Chicken Unlimited" Sign
 - ✓ B. Lot Area Zoning Variation for Adams on Waverly
 - ✓ C. Cox Carport Hearing Continued to Dec. 18 at 8 P.M.
 - 18th } D. Erskine Garage Petition Scheduled for Dec. 18
 - ✓ E. Lyntner Building Lube Petition Scheduled Dec. 18
(Hearings on C.D.E. in Public Safety Building)
- 8 Plan Commission Reports:
 - ✓ A. Comment from Manager on Trust Deed 192 Petition
 - 18th } B. Re-Zoning W. Main St. Lot Hearing Set Dec. 18; 1 p.m
 - ✓ C. Re-Zoning Welch and Hawley Lots Set Dec. 18 8:30 P.M
- 9 Ordinances and Other Legals:
 - ✓ A. "Bedroom" Amendment to Zoning Ordinance
 - ✓ B. Resolution Relative to Village Zoning Policies
 - ✓ C. Vacation of Railroad Street in Draper "Commons"
 - ✓ D. C.&N.W.R.R. Lease for Parking Lot No. 5
 - ✓ E. Requested Traffic Stop Sign Ordinance
 - ✓ F. Amendment Request Re.: Water and Sewer Rate Ordinance
- 10 Village Manager Reports:
 - ✓ A. Underground Utilities in Fox Point Units 5, 6, 7
 - ✓ B. Informational Report on Local Ambulance Service
 - ✓ C. Authorize Contract for Annual Village Report
 - ✓ D. Departmental Reports: Water, Sewer, Building, Health
 - ✓ E. Authorize Plans for Traffic Signs at Eastern Ave.
 - ✓ F. Status of Hough and Main Traffic Sign Contract
- 11 Notice of Next Regular Board Meeting Changed from Dec. 23 to 30
- 12 Other Items and Adjournment

Agenda Posted Dec. 6, 1968

John W. Blank
Village President, Clerk, Manager

Topics Pending for Future Consideration by Village Board

From Village President Dec. 6, 1968

- 1 Acquisition of narrow Lot between Pohlman Pharmacy and Bakery
- 2 Ordinance on Registration of Dance Halls ✓
- 2 Request for Re-Zoning Draper Commons ✓
- 4 Won Petition for Rezoning M-2 to Apartments
- 5 Parking Ordinance for Hough Street
- 6 Salary Adjustment for Elected Village Officials ✓
- 7 Plats of Street Dedication for Parts of Hill and Lill Streets
- 8 Agreement or Resolution on Inter-Municipal Police Aid
- 9 Purchase of Arnie Miller Lot at Spring and Lake Streets
- 10 Refuse and Garbage Scavenger Contract
- 11 Parking Meter Installation on Grove Ave.
- 12 Parking Meters for North Ave. from Main to Chestnut

John H. Blank

Wyatt
John H. Dorland
Trustees
Mgr
atty
V. C.

November 27, 1968

President and Members of the
Board of Trustees
Village of Barrington
206 South Hough
Barrington, Illinois 60010

Gentlemen:

We, as a group of homeowners in the Northeast corner of Fox Point Unit 6, would like to bring to your attention a potentially serious problem.

We have learned that the Kennedy Development Company has taken the first implementing steps toward the use of a lot on Lake Shore Drive North as a construction road that would also transit land owned by the School Board, to provide a direct entrance or exit to Ela Road from Unit 6.

The Kennedy Development Company proposal was discussed in Executive Session of the School Board at their regular meeting last Monday evening, November 25. Our group of property owners appeared before the School Board to register our objections to this proposal both before and after the Executive Session.

The School Board President advised us that no action had been taken on the matter and that the whole subject would be considered further. At the same time several of the School Board members made it quite clear that this property had been purchased with the express intention of erecting a walk-in school, and at the time of purchase the Board had contemplated obtaining a permanent thoroughfare into the Kennedy properties through the particular lot in question. We were left with the impression that we as home owners in the affected area represented only a minority group whose interest might have to be subordinated to what the School Board considers the general welfare of the community.

We thought it desirable to call this matter to the attention of the Board of Trustees of the Village of Barrington, as well as to the attention of the Planning Commission and the Zoning Board, inasmuch as any further action on the part of the Kennedy Development Company to use the lot in question as a right-of-way would require hearings before these Village governing bodies.

All of us living in this area of the Kennedy subdivision bought our homes in good faith, on the basis of the existing subdivision plat. All of us were interested in being located in an area that would not be subject to

November 27, 1968

heavy traffic. Our purchase prices and current property values are predicated on this assumption. If this lot were to become either a temporary construction road over the next two years, or a permanent thoroughfare, our property values would be seriously affected. We would be confronted with another extremely hazardous problem - the safety of our children.

We respectfully request that the Village of Barrington protect the single family status of Fox Point Unit 6 without alteration. Since there is no school now in existence along Ela Road, and several years will elapse before one is constructed, we would hope that the School Board can be convinced that they should make plans that are in harmony with the Village plans and plats of subdivision that have only been approved within the last 18 months.

We are, quite frankly, startled that the School Board would buy a piece of property and lay plans for building a school with the prior intention of breaking down the planning and zoning programs of the Village of Barrington in this area. If the School Board should decide to use its condemnation rights in this matter, we respectfully request that the Village of Barrington support us in appropriate legal action to block this move.

As a matter of information, we are also sending this letter to the Planning Commission and the Zoning Board. All of us would appreciate anything you can do on this matter, should it be eventually submitted to the Village governmental bodies for approval.

Very truly yours,

cc: Planning Commission
Zoning Board

D. James Benille
Eileen W. Benille
Joseph M. Benille
Perry Mohlar
Howard Gilbertson
Je Ann Gilbertson
Helen Joncha
Therese Joncha

November 27, 1968

Lee Washington

Jackie Washington

Paul Cameron

Don Cameron

~~Don Cameron~~

Dion M Lalli

Phyllis Mohler

Robert V. Arnold

Lorraine Arnold

Suzanne S. McKim

Dwight Janis, Jr.

Phyllis H. Janis

Harry Mohler
520 Lakeshore Drive North

Wyatt

Received 12/9/68 A.M.

The Kennedy Company

2925 MACARTHUR BOULEVARD
NORTHBROOK, ILLINOIS 60062
312 272-8000

John W. Bland

December 6, 1968

President, Board of Trustees
Village of Barrington
206 South Hough
Barrington, Illinois 60010

Gentlemen:

I am in receipt of a letter dated November 27, 1968, and signed by a number of our Fox Point homeowners who seem to be concerned about the ultimate use of our lot #634.

I should like to provide the following information to be used in your consideration of this matter. It is indeed our intention to use this lot, provided the school board agrees, as construction access into Fox Point for the construction of homes in the balance of Unit 6 and the new Unit 7.

This may provide some slight annoyance to the residents of the adjoining lots #633 and #635, but it will remove all construction traffic and the consequent annoyance from all of the people in Units 1, 3, 4, and the built up section of Unit 6. It will also insure less maintenance on the roads in those units.

Many of these roads have been approved for acceptance by Consoer and Townsend, and will become Village property very shortly. It is our intention to pave and have the Village accept the balance of the paving in these units as early next Spring as the work can be done. Therefore, it would seem to be to the advantage of all the residents in Fox Point and the tax payers of Barrington that we use Lot #634 as the construction access road into the north part of Unit 6 and Unit 7.

When construction is completed in Fox Point, which should be about two years, it is our intention to sell this lot and construct one of our regular models on it.

The letter seems to express some concern that we will sell this lot to the School Board so that they may put an access road through here, or that we may grant an easement for a sidewalk to lead to the school property. It is our intention to do neither. We believe that any such ingress or egress to the school property would be unfair to all of the nearby property owners who bought their homes with the knowledge that there would be no permanent ingress or egress between their homes.

(Cont. - - - - -)

President, Board of Trustees
Village of Barrington

The School Board, however, do have the right of eminent domain, and if they should elect to condemn this lot, they, of course, through proper legal proceedings would be able to. Should this occur, we will fight such condemnation through the Court of Last Appeal. I am sure that in this action we will be completely supported by the Fox Point Homeowners Association.

I hope this information will allow you to consider in the proper light this letter you have received signed by some of the residents in Fox Point Unit 6. If you have any further questions, please feel free to call upon me.

Sincerely,

THE KENNEDY COMPANY



Robert J. Kennedy
President

RJK/hr

Wyatt
OK
JW

VILLAGE OF BARRINGTON
LIST OF BILLS FOR MEETING DECEMBER 9, 1968

C O R P O R A T E

PAYROLL,	Dec. 1-13, 1968	\$	7,495.40
Wm. J. Mehan, Jr.,	Labor Nov. 16-30th	SD	319.42
Ray L. Davis,	" " "	SD	278.25
Charles Kreeger,	" " "	SD	251.16
Josephine Cavender,	Crossing Guard Nov. 18-27th		72.90
June A. Clark,	" " " "		63.18
Patricia I. Krsss.	" " " "		77.76
Josephine Viverito,	" " " "		64.80
James R. Forsberg,	" " " 20-27th		6.64
Kenneth J. Greffin,	" " " 18-27th		33.23
Aubrey G. Newman,	" " " 18-26th		19.92
Ray H. Schroeder,	" " " 17-27th		75.60
Walter L. Naggatz,	Custodian \$36.00PD \$15.00FD		51.00
Police Dept.	Holiday Pay (17) - Feb. '68/Jan. 69		3,443.05
Ahrens & Condill, Inc.,	VH repairs + mtl's.		195.20
Arco Auto Supply Inc.,	Hose \$1.95 BD \$4.50 Inhibitor SD		6.45
Bgtn. Fire Dept., Inc.	Aug/Oct. \$2,195.35 Labor, \$60.00 Investigations \$150.40 Supplies \$87.52 Equip. \$119.74 Misc. \$211.00 Maint. Equip.		2,824.02
Bgtn Press Newspapers,	14 ads		119.70
Bgtn. Police Dept.,	Petty cash reimb. T&T + Supplies		14.08
Barton Stationers,	Supplies \$16.80PD \$9.45VH		26.25
John H. D. Blanke,	Sesqui-Centennial Comm. expense Spfd 12/2&3		86.48
C. T. & M.	Street Signs SD		104.22
Creative Co. of Chicago,	'69 Planning Calendars		10.50
James H. DeBolt,	Tires & Tubes SD		26.91
Dept. of Central Services of Cook County,	- ppty. descrp. cards		130.56
Equilease Co.,	Machine lease (Dec.)		24.66
Farella Municipal Supplies,	Sweeper parts SD		279.05
Freund Bros. Inc.,	Mtl's SD		32.53
Great Lakes Fire Equip. Co.,	Raincoat PD		11.15
Great-West Life Assur. Co.,	Medical Ins. premium (Dec.)		189.82
Grebe Bros. Hdwe. Inc.,	Mtl's \$7.20PD \$13.67VH \$28.75SD		49.62
Illinois Bell Tele. Co.,	service \$119.60VH \$39.19FD \$112.20PD/TT		270.99
Lageschulte Electric Shop,	Repairs CD		213.53
Arnett C. Lines,	ZBA Secy (3)		15.00
National Rejectors, Inc.,	Accumulator parts PD		17.63
Northern Ill. Gas Co.,	Fuel P&F, VH, FP \$64.30 \$29.86SD		94.16
Noyes Animal Hosp.,	(3 dogs) PD		36.00
John H. Porter,	Custodian VH Nov. 21-Dec. 5		24.00
Robt. Szymanski,	" " Nov. 20-Dec. 4		66.00
Putta and Kelsey,	Fund acct. May/Oct.		92.50
Scranton Publ. Co. Inc. (Water & Sewage Works)	3 yr. subscr. PD		10.00
Sherman Plbg. & Htg. Inc.,	Damper instl. P&F		218.27
Sinclair Oil Corp.,	Gas \$229.00PD \$52.41SD \$1.70BD \$9.48FD		292.59
Union Linen Supply Co.,	Laundry (Nov.) SD		24.00
Winston Products for Education,	Packets & Kits PD		40.50
Village Green,	Floral spray (Hawley)		25.00
			\$ 17,823.68

✓ 17
200
3400

VILLAGE OF BARRINGTON
LIST OF BILLS FOR MEETING DECEMBER 9, 1968

		<u>WATER and SEWER</u>		
PAYROLL,	Dec. 1-13, 1968		\$	1,574.85
Irving Nordmeyer,	Labor Nov.16-30th			307.00
Harold Jablenski,	" " "			345.48
Albert W. Jurs, Jr.,	" " "			333.21
Frank P. Broviak,	Maint. " "			314.94
R. A. Dittrich,	DP Oper. " 17-29th			360.68
Walter Morecraft,	" " " 16-30th			330.00
Alvin H. Lohman,	" " " "			411.00
George P. Harris,	" Analyst, " 18-30th			26.00
American WW Assn, Inc.,	Subscription thru 12/31/69			20.00
Badger Meter Mfg. Co.,	Meter Part			.91
Barton Stationers,	Rubber Bands			2.03
Burgess, Anderson & Tate, Inc.,	Supplies			12.82
CORPORATE FUND	Administration cost			2,760.00
James H. DeBolt,	Tire & Tube PWG 1/2			50.00
Jos. D. Foreman & Co.,	Extensions			7.40
Freund Bros. Inc.,	Tire repair 1/2			7.82
Great-West Life Assur. Co.,	Medical Ins. Premium (Dec.)			205.46
Grebe Bros. Hdwe. Inc.,	Materials			29.34
HMB Accounting Machines, Inc.,	Accounting Machine (partial)			2,000.00
Illinois Bell Tele. Co.,	Toll charge DP			.36
National Chemsearch Corp.,	Solvex Concentrate DP			251.36
Northern Ill. Gas Co.,	Fuel DP and PWG			48.60
Putta and Kelsey,	Fund Acct. May/Oct.			64.75
E. W. Rice,	Repairs			151.80
Sinclair Oil Corp.,	Gas			52.41
Union Linen Supply Co.,	Laundry (Nov.) PWG			24.00
				\$9,692.22

		<u>PARKING LOT</u>		
PAYROLL,	Dec. 1-13, 1968		\$	555.85
R. Hengl,	Crossing Guard Nov.18-26			18.13
Ray H. Schroeder,	" " " 18-299			36.45
Bgtn. Police Dept.,	Holiday Pay - Feb.'68/Jan.'69			381.65
Great Lakes Fire & Safety Equip. Co.,	Flex Guide			6.25
Grebe Bros. Hdwe. Inc.,	Marking Paint			5.89
Lageschulte Electric Shop,	Repairs & Parts			160.10
Putta and Kelsey,	Fund acct. May-Oct.			27.75
Western Industries, Inc.,	Repairs & Mtls.			52.86
				\$1,244.93

		<u>REFUSE & GARBAGE DISPOSAL</u>		
PAYROLL,	Dec. 1-13, 1968		\$	207.35
Bgtn. Trucking Co.,	Rubbish Removal - 2nd 1/2 Nov.			4,719.05
Great-West Life Assur. Co.,	Medical Ins. premium - Dec.			7.42
Mrs. John C. Wheatley,	December refund			3.50
				\$4,937.32

		<u>MOTOR FUEL TAX</u>		
E.M. Melahn Construction Co.,	28-CS (final)		\$	500.00
				\$ 500.00
				\$ 34,198.15

The Treasurer is hereby authorized to pay the foregoing items from the Funds indicated.

Village Clerk

Village President.

RECEIVED

DEC 2 1968

VILLAGE OF BARRINGTON

Pres.
6 Trustees
B. Insp.
V. Mgr.
V. Clerk
Atty.

Wyett

November 27, 1968

The Honorable President and Trustees
Village of Barrington, Illinois

Gentlemen:

Please be advised that, at a meeting of the Zoning Board of Appeals this day wherein the Chicken Unlimited, Inc. asked for permission to erect for their place of business at 228 West Northwest Highway a sign of about 60 sq. ft. and the Village sign ordinance allows only a 32 sq. ft. sign, it was voted unanimously that we recommend that the petitioner's request be granted with the exception that no variation from the flashing sign ordinance #1038 be permitted.

Respectfully submitted,

Size of sign plus height,

Arnett C. Lines
Arnett C. Lines, Secretary
Zoning Board of Appeals

Wyatt
Pres.
6 Trustees
B. Insp.
V. Mgr.
V. Clerk
Atty.

RECEIVED

DEC 2 1968

VILLAGE OF BARRINGTON

November 27, 1968.

The Honorable President and Trustees
Village of Barrington, Illinois

Gentlemen:

Please be advised that, at a public hearing by the
Zoning Board of Appeals this day wherein Mr. Roy
Adams asked for a variation to allow him permission
to build at southeast corner of Waverly and Exmoor
Streets a single family residence on his lot of
only 13,500 sq. ft. although the ordinance calls
for a lot size of 15,000 sq. ft., it was voted
unanimously that this Board recommend that the
petitioner's request be granted.

1958.
1959.
90
300
150
90
13,500

Respectfully submitted,

Arnett C. Lines
Arnett C. Lines, Secretary
Zoning Board of Appeals

FROM THE FILES OF THE
VILLAGE CLERK

Mr B Orig + 1
Jr
R Klein
Rac
Press for publ.

*JW*¹⁰

LAW OFFICES OF
KING, ROBIN, GALE & PILLINGER
135 SOUTH LA SALLE STREET
CHICAGO 60603

TELEPHONE CENTRAL 6-4280
CABLE ADDRESS "HAMROSE"
FORMERLY
ROSENTHAL, HAMILL & WORMSER

WILLARD L. KING
SIDNEY L. ROBIN
DOUGLASS PILLINGER
GEORGE W. GALE
ALEXANDER I. LOWINGER
J. WILLIAM BRAITHWAITE

MEMORANDUM

TO: PRESIDENT AND BOARD OF TRUSTEES, VILLAGE OF BARRINGTON
COPIES: VILLAGE PRESIDENT
VILLAGE MANAGER
VILLAGE CLERK, with original memorandum and original
document for reproduction and transmittal
to Board.
DATE: December 4, 1968
RE: ZONING ORDINANCE TEXT AMENDMENTS - DENSITY IN R-9, R-9A
AND R-10 DISTRICTS

Enclosed herewith, in proper legal form for passage,
is the requested ordinance. The recommendation of the Plan
Commission that recreation rooms be excluded from the definition
of bedrooms has been included. However, the Plan Commission's
recommendations that Sections 3 and 4 specifically refer to
Two Family Dwelling units was not included, as the applicable
Zoning Ordinance Section (9.01) specifically allows multi-family
units in certain cases.

While we concur with the Plan Commission's recommendation
that Section 9.01 through Section 9.10 be completely rewritten,
this would require an additional public hearing and it is suggested
that this be deferred until we have redrafted those Sections and
submitted the new draft to you for comments and referral to the
Plan Commission.

J. William Braithwaite

g
Enc.

cc - Lawrence Hartlaub, Esq.,
Chairman of Plan Commission

ZONING ORDINANCE AMENDMENT

WHEREAS the question of amending the text of the Zoning Ordinance of the Village of Barrington has been referred by the Corporate Authorities to the Plan Commission of the Village; and

WHEREAS the Plan Commission of this Village held a public hearing on the proposal to amend the Zoning Ordinance, after due publication of notice thereof, as required by law; and

WHEREAS the Plan Commission has made recommendations to the President and Board of Trustees;

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, that the Zoning Ordinance is hereby amended, as follows:

SECTION 1. The following Section 2.12A is hereby added, following Section 2.12:

"2.12A Bedroom.) A bedroom is any room planned or designed primarily to be slept in. A den or study room located other than in a basement shall be considered a bedroom but a room designed or used primarily as a recreation room shall not be considered a bedroom."

SECTION 2. The fifth line of the third paragraph of Section 9.01, which, prior to this amendment, provided:

"and an area of not less than seventy-five hundred square feet" is deleted, and a period is placed at the end of the fourth line of said third paragraph, after the word "feet".

SECTION 3. The fifth paragraph of Section 9.01, which, prior to this amendment, provided:

"Two-family dwellings shall be on a site or lot having an area of not less than seventy-five hundred square feet and a width at the building line of not less than fifty feet",

is hereby amended to read as follows:

"Except for one-family dwellings, the minimum lot area shall be based upon the combination of the required lot areas of all dwelling units for the lot, in accordance with the following:

- a) Each dwelling unit containing four or more bedrooms, 6,000 square feet of lot area.

- b) Each dwelling unit containing three bedrooms,
5,000 square feet of lot area.
- c) Each dwelling unit containing less than three bedrooms,
3,750 square feet of lot area.

"Two-family dwellings shall be on a site or lot having a width at the building line of not less than 50 feet."

SECTION 4. The last paragraph of Section 9.01, being paragraph b) of said Section, is hereby amended to read as follows:

"b) Dwelling units other than one family dwellings shall have a minimum floor area per dwelling unit, measured from outside walls, as follows:

Each dwelling unit containing three or more bedrooms,
1,000 square feet of floor area.

Each dwelling unit containing two bedrooms, 800 square feet of floor area.

Each dwelling unit containing one bedroom, 620 square feet of floor area."

SECTION 5. The sixth paragraph of Section 9.03, which prior to this amendment, provided:

"Lot area. Every building hereafter erected or structurally altered as a multiple-family dwelling, apartment or row dwelling of more than two dwelling units shall provide a lot area per dwelling unit of not less than three thousand square feet. No building hereafter erected or structurally altered in the R-9A Multiple-family District shall have a total lot area of less than six thousand square feet nor a lot width of less than sixty feet at the established building line"

is hereby amended to read as follows:

"Lot area. Except for one family dwellings, the minimum lot area in an R-9A District shall be based upon the combination of the required lot areas of all dwelling units for the lot, in accordance with the following:

Each dwelling unit containing four or more bedrooms,
7,500 square feet of lot area.

Each dwelling unit containing three bedrooms,
6,500 square feet of lot area.

Each dwelling unit containing less than three bedrooms,
3,000 square feet of lot area.

"No building hereafter erected or structurally altered in the R-9A multiple family district shall have a lot width of less than

60 feet at the established building line.

"Notwithstanding anything herein contained to the contrary, not more than ten per cent (10%) of the dwelling units in a row dwelling or apartment building or in a group of such buildings in one development shall have more than two bedrooms per dwelling unit."

SECTION 6. The seventh paragraph of Section 9.03, which, prior to this amendment, provided:

"Minimum Floor Area. The minimum floor area for each dwelling unit shall be six hundred twenty square feet"

is hereby amended to read as follows:

"Minimum Floor Area. Dwelling units other than single family units shall have a minimum floor area per dwelling unit, measured from outside walls, as follows:

Each dwelling unit containing three or more bedrooms,
1,000 square feet of floor area.

Each dwelling unit containing two bedrooms,
800 square feet of floor area.

Each dwelling unit containing one bedroom,
620 square feet of floor area."

SECTION 7. Section 9.09 is hereby amended to read as follows:

"Lot area. Except for one family dwellings, the minimum lot area in an R-10 District shall be based upon the combination of the required lot area of all dwelling units for the lot, in accordance with the following:

Each dwelling unit containing four or more bedrooms,
7,500 square feet of lot area.

Each dwelling unit containing three bedrooms,
6,500 square feet of lot area.

Each dwelling unit containing less than three bedrooms,
3,000 square feet of lot area.

"No building hereafter erected or structurally altered in the R-10 multiple family district shall have a lot width of less than 60 feet at the established building line.

"Notwithstanding anything herein contained to the contrary, not more than ten per cent (10%) of the dwelling units in a row dwelling or apartment building or in a group of such buildings in one development shall have more than two bedrooms per dwelling unit.

"One family dwellings may be erected or structurally altered on lots having an area of not less than 7,500 square feet and a

width of not less than sixty feet at the established building line."

SECTION 8. Section 9.10 is hereby amended to read as follows:

"9.10. Minimum Floor Area.

"Dwelling units other than one family dwellings shall have a minimum floor area per dwelling unit, measured from outside walls, as follows:

Each dwelling unit containing three or more bedrooms,
1,000 square feet of floor area.

Each dwelling unit containing two bedrooms,
800 square feet of floor area.

Each dwelling unit containing one bedroom,
620 square feet of floor area."

SECTION 9. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED THIS _____ DAY OF _____, 1968.

AYES _____ NAYS _____ ABSENT _____

APPROVED THIS _____ DAY OF _____, 1968.

Village President

ATTESTED AND FILED THIS _____

DAY OF _____, 1968.

Village Clerk

PUBLISHED IN THE BARRINGTON COURIER REVIEW ON THE _____
DAY OF _____, 1968.

FROM THE FILES OF THE
VILLAGE CLERK

Orig 1 - Mrs
Jr
R Klein
Roy C. JFW

LAW OFFICES OF
KING, ROBIN, GALE & PILLINGER
135 SOUTH LA SALLE STREET
CHICAGO 60603

TELEPHONE CENTRAL 6-4280
CABLE ADDRESS "HAMROSE"
FORMERLY
ROSENTHAL, HAMILL & WORMSER

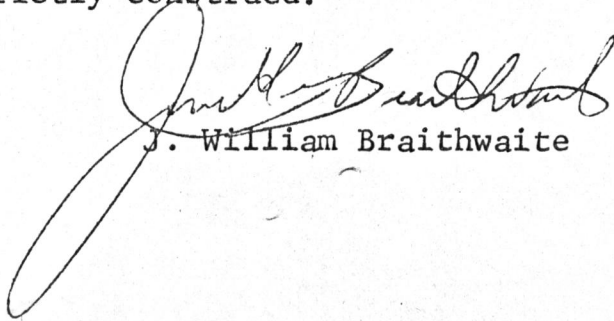
WILLARD L. KING
SIDNEY L. ROBIN
DOUGLASS PILLINGER
GEORGE W. GALE
ALEXANDER I. LOWINGER
J. WILLIAM BRAITHWAITE

MEMORANDUM

TO: PRESIDENT AND BOARD OF TRUSTEES, VILLAGE OF BARRINGTON
COPIES: VILLAGE PRESIDENT
VILLAGE MANAGER
VILLAGE CLERK, with original memorandum and original
document for reproduction and transmittal
to Board.

DATE: December 4, 1968
RE: RESOLUTION IN SUPPORT OF BARRINGTON AREA DEVELOPMENT COUNCIL,
PHASE II

We enclose, in proper legal form for passage, a Resolution stating the position of the municipality. As the steps for amendment to the master plan of the Village include a public hearing, the enclosed Resolution is mildly worded and cannot go further than advising that the existing ordinances will be strictly construed.


J. William Braithwaite

g
Enc.

RESOLUTION

RE: ZONING POLICIES PENDING PHASE II OF BARRINGTON AREA DEVELOPMENT COUNCIL REPORT

WHEREAS the Village of Barrington desires to upgrade and improve the present general development plan of said Village and for the contiguous unincorporated area in the vicinity thereof; and

WHEREAS the Barrington Area Development Council is performing a study which is expected to provide information to be utilized by this Village in consideration of changes and amendments to the general area development plan of the Village;

NOW THEREFORE, Be it Resolved by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, that:

SECTION 1: Pending the receipt of Phase II of the report of the Barrington Area Development Council and the referral of said Phase II to the Plan Commission of the Village of Barrington for study and recommendations, it shall be the policy of this municipality to strictly apply the Zoning Ordinance of the municipality to any proposed rezoning and to strictly apply the general area development plan (commonly referred to as master plan) of this municipality to any proposed annexations or rezoning of the unincorporated territory within one and one-half miles of the boundaries of this municipality, whether said proposed rezoning is requested of this municipality or of the applicable County Government.

SECTION 2. Nothing herein is intended to, or shall be construed as, amending or abrogating the Zoning Ordinance or the general area development plan of this municipality, or changing or infringing upon the rights of any owner of property.

SECTION 3. The Village Clerk shall transmit a copy of this Resolution to the Plan Commission of this municipality, for its

guidance.

PASSED THIS _____ DAY OF DECEMBER, 1968.

AYES _____ NAYS _____ ABSENT _____

APPROVED THIS _____ DAY OF DECEMBER, 1968.

Village President

ATTESTED AND FILED THIS

_____ DAY OF DECEMBER, 1968.

Village Clerk

LAW OFFICES OF
KING, ROBIN, GALE & PILLINGER
135 SOUTH LA SALLE STREET
CHICAGO 60603

TELEPHONE CENTRAL 6-4280
CABLE ADDRESS "HAMROSE"
FORMERLY
ROSENTHAL, HAMILL & WORMSER

WILLARD L. KING
SIDNEY L. ROBIN
DOUGLASS PILLINGER
GEORGE W. GALE
ALEXANDER I. LOWINGER
J. WILLIAM BRAITHWAITE

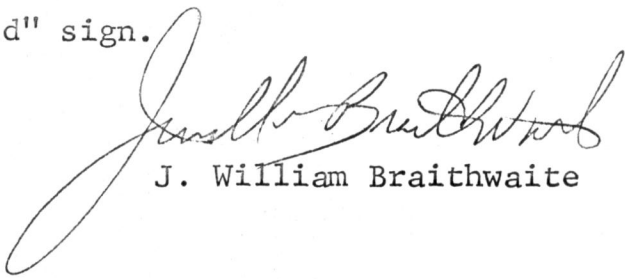
MEMORANDUM

TO: PRESIDENT AND BOARD OF TRUSTEES, VILLAGE OF BARRINGTON
COPIES: VILLAGE PRESIDENT
VILLAGE MANAGER
VILLAGE CLERK, with original memorandum and original
document for reproduction and transmittal
to Board.

DATE: December 6, 1968
RE: THREE WAY STOP SIGNS, BRISTOL, PRAIRIE AND RUSSELL;
YIELD SIGN AT HILL AND PRAIRIE

Enclosed, in proper legal form for passage is the
Ordinance requested.

Pursuant to Section 16.704 of the Municipal Code,
vehicles entering the public street from the Lutheran Church
must yield the right-of-way and no ordinance is required for
the erection of a "Yield" sign.


J. William Braithwaite

8
Enc.

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING THROUGH STREETS TO BE PROVIDED WITH STOP SIGNS AND AN ORDINANCE PROVIDING FOR A YIELD SIGN

(STOP SIGNS AT BRISTOL, RUSSEL AND PRAIRIE;
YIELD SIGN ON HILL AT PRAIRIE)

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

SECTION 1: Section 16.707 of Article VII of Chapter 16 of the Municipal Code of the Village of Barrington of 1957, as amended, is further amended by adding the following additional paragraph to said Section 16.707:

"It shall be unlawful for any vehicle to enter the intersection of Prairie Avenue, East Russell Street and Bristol Drive from said Avenue, said Street or said Drive without first coming to a full stop. Stop signs shall be erected at said intersection."

SECTION 2: Article VII of Chapter 16 of the Municipal Code of Barrington of 1957, as amended, is further amended to add the following additional Section 16.710:

"16.710 Yield right-of-way, intersection of Hill and Prairie. It shall be unlawful for any vehicle to enter Prairie Avenue from Hill Street without yielding the right-of-way to pedestrians and vehicles on said Prairie Avenue."

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication pursuant to law.

PASSED THIS _____ DAY OF DECEMBER, 1968.

AYES _____ NAYS _____ ABSENT _____

APPROVED THIS _____ DAY OF DECEMBER, 1968.

President

ATTESTED AND FILED

Village Clerk

PUBLISHED IN THE BARRINGTON COURIER REVIEW ON THE _____
DAY OF _____, 1968.

INTEROFFICE MEMO

Mr. Kyatt

DATE 12/5/68

TO: President and Board of Trustees
FROM: R. D. Heninger, Manager
SUBJECT: Underground Improvements - Fox Point Subdivision
Units 5, 6 and 7.

I am transmitting a copy of a letter from Mr. Hanley of Consoer, Townsend and Associates relative to subject mentioned matter, which is self-explanatory and with which I concur. As-built drawings are in my hands.

Therefore, it is my recommendation that the Board, by motion, accept the underground improvements in Fox Point Subdivision Addition of Unit 5, Unit 6 and Unit 7 in accordance with a letter from our consulting engineers, Consoer, Townsend and Associates, dated November 26, 1968.

Agenda 12/9/68

R. D. Heninger
R. D. Heninger

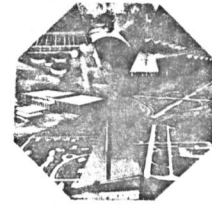
RDH:hj
Attachment (1)

Consoer, Townsend and Associates

CONSULTING ENGINEERS

360 EAST GRAND AVENUE — CHICAGO, ILLINOIS 60611

(312) 337-6900



FOUNDED IN 1919

November 26, 1968

RECEIVED
VILLAGE MANAGER

NOV 27 1968

BARRINGTON, ILLINOIS

Mr. R. D. Heninger
Village Manager
206 S. Hough Street
Barrington, Illinois

Re: Underground Improvements
Fox Point Subdivision
Addition to Unit 5, Unit 6 and
Unit 7
C. T. & A. No. 65-110

Dear Mr. Heninger:

Final inspections of the underground improvements in the referenced units have been made by Mr. Henry Johansen of the Village and our field representative. All work was found to have been completed in substantial conformance with the plans and specifications.

We are transmitting herewith two (2) copies each of as-built drawings for the Addition to Unit 5 and for Unit 6. We recommend acceptance of these improvements by the Village.

As-built drawings of Unit 7 are being prepared by Mr. Robert Sales. We recommend that upon receipt of these drawings the underground improvements in Unit 7 be accepted by the Village.

Very truly yours,
CONSOER, TOWNSEND & ASSOCIATES

Edwin G. Hanley
Edwin G. Hanley

EGH:ck

cc: The Kennedy Company
cc: Mr. Richard Klein
cc: Mr. Robert C. Sale
cc: Rossetti Contracting Company, Inc.
cc: Mr. Frank J. Bafaro

Wyatt

**COOK COUNTY ZONING
(In Unincorporated Areas)**

LEGAL NOTICE OF PUBLIC HEARING ✓

Location of Property Involved: Located on the east side of Barrington Road,
approximately 1134 feet South of Bradwell Road
in Barrington Township.

Present Zoning: R1 Single Family Residence District

Hearing Date: December 13, 1968 To be Held in the Chicago Civic Center
Room 310 - Randolph & Clark Streets
Chicago, Illinois

At: 3:00 P.M. (Central Standard Time) ✓

SUBJECT: Variation: To reduce the lot width requirement of 300 feet to
approximately 183.42 feet and 247.41 feet (2 parcels).
Also to reduce the lot area requirement of 5 acres to
approximately 4.98 acres and 4.91 acres (2 parcels)
for construction of single family residences).

(a) **Legal Description:** That part of the northwest quarter of the southwest
quarter of Section 13, Township 42 North, Range 9, described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of Section 13,
Township 42 North, Range 9. Thence South 886.67 feet to a point of
beginning; thence East 545.30 feet, thence south 48.97 feet; thence east
569.80 feet, to a point 153.0 feet West of the East line of the Southwest
Quarter; thence South and parallel to the East line of the Southwest Quarter
of Section 13, 3820 feet to the South line of the North half of the Southwest
Quarter of Section 13, Township 42 North, Range 9; thence West 1115.10
feet to the West line of the Southwest Quarter of Section 13; thence North
430.83 feet to the place of beginning, all in Cook County, Illinois.

(b) **Total Area Involved:** Approximately 10 acres.

(c) **Applicant:** Harold Levine

(d) **Owner of Property:** William York Homes, Inc. & Boston -Phoenix Corp.

PROPERTY OWNERS PLEASE NOTE:

You or any interested persons are invited to attend this public hearing,
however, the Zoning Board of Appeals will give careful consideration to all
written correspondence concerning this matter.

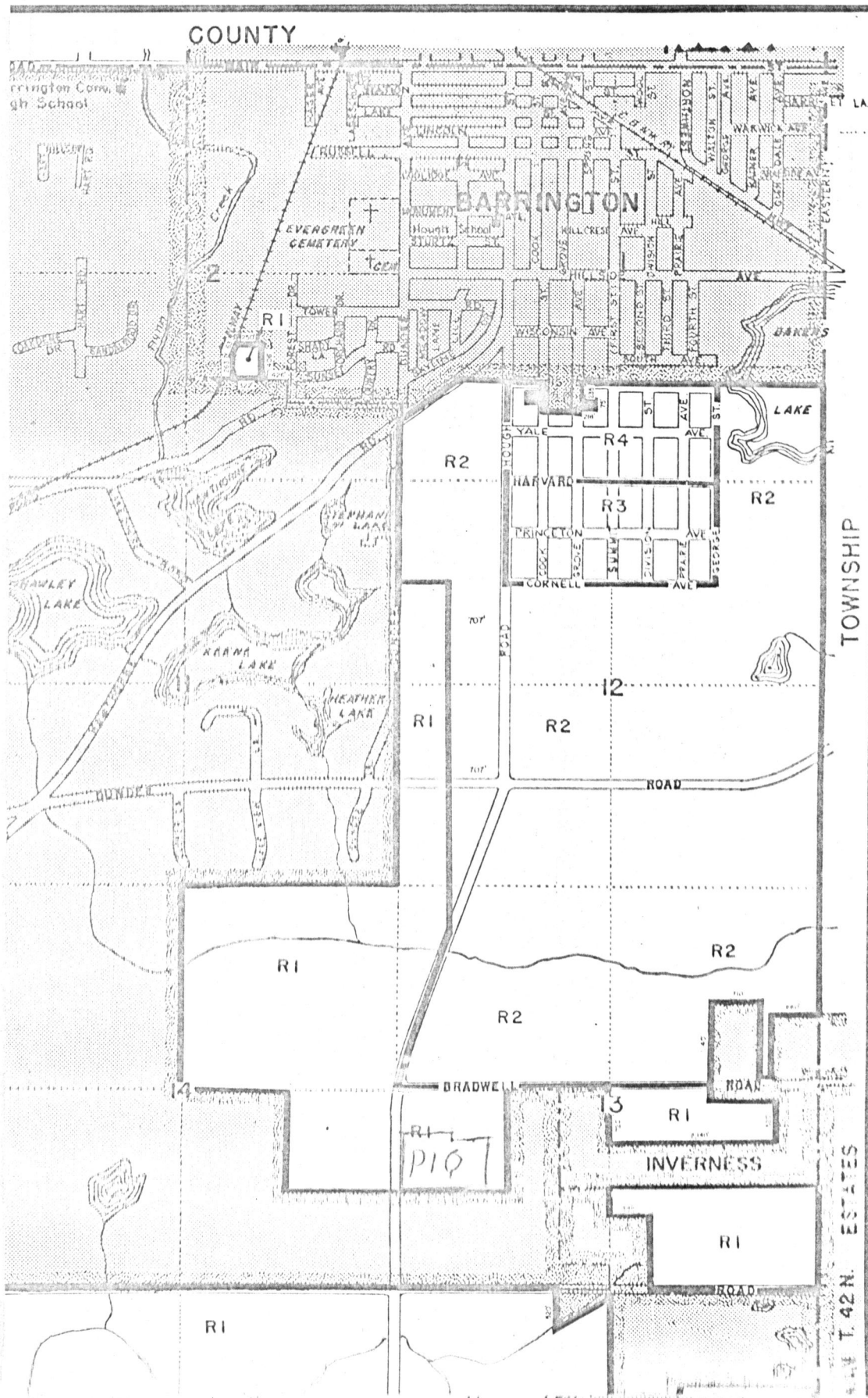
ZONING BOARD OF APPEALS OF COOK COUNTY

Homer H. Fields
George N. Karafotias
Richard L. Weldon
Robert Marks, Chairman

Dated: 11/25/68

ATTEST:

Morton C. Kaplan, Secretary



Planned

RESOLUTION

RE: COOK COUNTY ZONING BOARD OF APPEALS DOCKET NO. 1494,
Z.A. NO. V-68-75

WHEREAS the Village of Barrington, Cook and Lake Counties, Illinois, is a zoned municipality which has duly adopted a Zoning Ordinance and has duly adopted an Official Plan relative to territory within said municipality and one and one-half miles from its borders; and

WHEREAS the Village of Barrington is within one and one-half miles of the following described property:

Lot 1 in Arthur T. McIntosh & Company's Parkview Acres, a subdivision in the Northwest quarter of Section 8, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois;

and

WHEREAS the request now pending before the Cook County Zoning Board of Appeals to grant a variation in the application of the Zoning Ordinance to reduce the lot area below the 40,000 square foot minimum required by the R-3 Single Family Residence District would not comply with said Official Plan of the Village of Barrington and would not be in the best interests of the said Village, its citizens and residents and would have a detrimental effect upon other property within the said Village and within one and one-half miles thereof and would be illegal;

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, that the Village of Barrington does hereby protest, in writing, against the proposed variation to the application of the Cook County Zoning Ordinance, now pending before the Cook County Zoning Board of Appeals as Docket No. 1494, Z.A. No. V-68-75,

whereby Nicholas M. Zambole, applicant and owner, requests a variation in the application of the Cook County Zoning Ordinance to reduce the minimum lot area below that required in the R-3 Single Family Residence District;

BE IT FURTHER RESOLVED that said proposed variation would not comply with the Official Plan adopted by the Village of Barrington and would be detrimental to the Village of Barrington, its residents and citizens and to the area within one and one-half miles of the Village of Barrington; that the proposal would have the effect of creating spot zoning in an area of fine homes, a beautiful golf course and forest preserve property; that the area in question is near one of the major approaches to the Village of Barrington; that the proposed variation would affect the value of properties in the general vicinity.

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

PASSED THIS _____ DAY OF DECEMBER, 1968.

AYES _____ NAYS _____ ABSENT _____

APPROVED THIS _____ DAY OF DECEMBER, 1968.

President

ATTESTED AND FILED

Village Clerk

COOK COUNTY ZONING
(In Unincorporated Areas)

OV
JAM

LEGAL NOTICE OF PUBLIC HEARING

Location of Property Involved: Located on the southwest corner of Cummmor Road *
and Ela Road in Palatine Township.

Present Zoning R3 Single Family Residence District

Hearing Date: December 13, 1968 **To be Held in the Chicago Civic Center**
Room 310 - Randolph & Clark
Chicago, Illinois

At: 2:00 P. M. (Central Standard Time)

SUBJECT: Variation: To reduce the Lot area requirement of 40,000 sq. ft. to
approximately 32,000 sq. ft. for construction of single
family residence.

- (a) **Legal Description:** Lot 1 in Arthur T. McIntosh and Company's Parkview Acres, a subdivision in the northwest quarter of Section 8, Township 42, North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.
- (b) **Total Area Involved:** Approximately one and one-quarter acres,
- (c) **Applicant:** Nicholas M. Zambole
- (d) **Owner of Property:** Nicholas M. Zambole

PROPERTY OWNERS PLEASE NOTE:

You or any interested persons are invited to attend this public hearing, however the Zoning Board of Appeals will give careful consideration to all written correspondence concerning this matter.

ZONING BOARD OF APPEALS OF COOK COUNTY

Homer H. Fields
George N. Karafotias
Richard L. Weldon
Robert Marks, Chairman

Dated: 11/25/68

ATTEST:
Morton C. Kaplan, Secretary

J J W

INTEROFFICE MEMO

DATE 12/6/68

TO: President and Board of Trustees
FROM: R. D. Heninger, Manager
SUBJECT: Ordinance No. 1003 - Sewer and Water
Agenda Item
Board Meeting December 9, 1968

I am transmitting a copy of a letter from Michael J. Graft relative to subject mentioned Ordinance and which is self-explanatory.

Mr. Graft has requested to be heard and I am placing this item on the agenda under the Manager's Business.

Section 3, Section 24.304 of Article III provides for rates where one meter is installed in existing buildings.

If the Board does consider an amendment, I would like to suggest the fee for connection under Section 1, "24.105" continue as outlined to serve a dwelling building designed for or containing more than one family." Then in the case of billing the formula under Section 24.304 could be employed.

R. D. Heninger
R. D. Heninger

RDH:hj
Attachment (1)



MICHAEL J. GRAFT · BUILDER · INC.

914 S. NORTHWEST HWY.

BARRINGTON, ILLINOIS 60010

DUNKIRK 1-2424

December 5, 1968

President and Board of Trustees
Village of Barrington
206 S. Hough St.
Barrington, Illinois

Gentlemen:

We are writing to you in reference to Village Ordinance #1003, which was published December 14, 1967. We currently are constructing a 12 unit apartment building located at 561-83 Carl Avenue. The building has been designed by the architect to have one hot water heating system and one central hot water heater. ~~Because it is an apartment it has a number of technical and design limitations which make it very difficult, if not impossible, to comply exactly with the following:~~ "Sec. 24.301 of Article III, Chapter 24 of the Municipal Code of Barrington with the following words underlined: "A water meter must be supplied for each such dwelling unit'."

We respectfully request that the Ordinance be amended to allow us to install one appropriately sized water meter for the apartment building. Our reasons are as follows:

1. Apartments are designed for central supply and central location of utilities. This contrasts with Townhouses or Duplexes which are designed for individual locations of utilities.
2. Use of individual water meters with their accompanying individual B-Boxes and taps, could cause the use of individual hot water heaters located in each apartment-- a condition which would be hazardous and difficult to service as well as causing water to be wasted, creating undue burden on the municipal water and sewerage system.
3. Surrounding villages at the present time allow apartment owners to use only one large meter for their buildings. Here in Barrington, the Georgian Court apartments and the Hough Street apartments in Barrington are serviced by only one large water meter.
4. Currently there are approximately six blocks of vacant land zoned R-10 (apartment) in the Village of Barrington. The builders and developers who will be constructing apartments there in the future will certainly want to handle their water with one meter.

5. We are more than willing to pay for the water on the basis of individual water rates. It would appear that it is easier and more secure for the Village to send out one bill to a landowner rather than twelve separate bills to renters who may move out and forget to pay their bill. ✓
✓
✓

Respectfully submitted,


Michael J. Graft

MJGpcg

CC: Mr. F. W. Schurecht
Mr. A. Borah
Mr. W. E. Peterson

NORTH WESTERN

**REAL
ESTATE
DEPARTMENT**

RECEIVED
VILLAGE MANAGER

DEC 7 - 1968

BARRINGTON, ILLINOIS

400 WEST MADISON STREET • CHICAGO, ILLINOIS 60606 • TELEPHONE: 312/332-2121

December 6, 1968

REF: JJM-77679-Barrington, Ill.

Village of Barrington
206 South Hough Street
Barrington, Illinois 60010

Attention: Mr. R. D. Heninger, Village Manager

Dear Mr. Heninger:

It was a pleasure for Rol Coakley and me to meet with you and Mr. Braithwaite on Thursday, December 5, 1968 for the purpose of discussing the various covenants contained in Lease No. 77679 issued in favor of the Village of Barrington.

This will also refer to a memorandum from Mr. J. William Braithwaite to you dated October 23, 1968 wherein Mr. Braithwaite made several comments concerning our lease. Items A, B, D & F were resolved in Mr. Braithwaite and these minor corrections should be made by you on both copies of the lease transmitted to you on October 14, 1968. They should also be initialed by you and they will be given similar attention by the Railway Company at the time the lease is executed.

Mr. Braithwaite requested, however, that the Chicago and North Western Railway Company furnish some evidence of the Railway's title to the property. As I stated at our meeting the Railway Company does not furnish a title report for any of its leases or conveyances. However, we have investigated the matter of how we obtained title to the property in question and I am attaching a copy of our title papers indicating that this property was acquired by the Illinois Wisconsin Railroad (a predecessor of the Chicago and North Western) from Mr. W. Stevens through condemnation on October 15, 1853. This document is filed with the clerk of the circuit court of Lake County, Illinois. The Railway Company, therefore, has marketable title to the property in question.

As we discussed at length, it is the policy of the Railway Company to issue all of its leases on a 30-day cancellable basis. However, at the present time or in the foreseeable future, the Railway Company does not have any plans for the property in question which would cause us to exercise this 30-day cancellation privilege unless any of the covenants of the lease were breached.

In view of the above information, I would appreciate your having both leases submitted with our letter of October 14, 1968 executed on behalf of the Village of Barrington and returned to the Railway Company for similar attention.

Very truly yours,

J. J. McCormack
J. J. McCormack

Assistant Manager -
Leases and Special Services

JJM:jc

INTEROFFICE MEMO

JJW

DATE 12/7/68

TO: President and Board of Trustees
FROM: R. D. Heninger, Manager
SUBJECT: Agreement - Northern Illinois Gas Company

"INFORMATIONAL"

I am transmitting a copy of subject mentioned Agreement for your information and file, adjusting the amount of gas furnished the Village due to our population count from our recent census.

The previous agreement was for 19,600 therms so, again, we benefit from the Census by receiving an additional 4,100 therms of free gas.

R. D. Heninger
R. D. Heninger

RDH:hj
cc: B. J. Zelsdorf,
Finance Director



GENERAL OFFICE
EAST WEST TOLLWAY AT ROUTE 59
POST OFFICE BOX 190
AURORA, ILLINOIS 60507

TELEPHONE 355-8000
AREA CODE 312

November 27, 1968

President and Board of Trustees
Village of Barrington
Barrington, Illinois

Gentlemen:

This will confirm our discussions and conversations relative to the following arrangements:

The undersigned, Northern Illinois Gas Company, for good and valuable considerations, hereby agrees, for itself, its successors and assigns, that so long as that certain ordinance passed by the Board of Trustees of the Village of Barrington, July 10, 1944, granting Public Service Company of Northern Illinois, its successors and assigns, the right until July 10, 1974, to construct, operate and maintain a gas distribution system in the Village of Barrington, shall remain in full force and effect, it will during each calendar year throughout the remainder of the life of said ordinance, supply, without charge to the Village of Barrington, an amount of gas not to exceed Twenty Three Thousand Seven Hundred (23,700) therms, to be used in buildings which may be occupied from time to time by the municipality solely for governmental purposes, or such part thereof as may from time to time be so occupied, and not for purposes of revenue.

None of said gas to be supplied without charge to the Village of Barrington shall be resold for any purpose whatsoever, and in the event the Village uses less than the above mentioned number of therms of gas in any calendar year, there shall be no payment due to the Village from the Company, or its successors and assigns, for gas not used, nor shall any such unused therms be carried over for the following year's use.

The Company, for itself, its successors and assigns, reserves the option, however, to reduce the total amount of gas supplied annually without charge as aforesaid by the amount of any fees which the municipality may charge the Company for street or parkway openings or inspections of any kind. Such reduction will be arrived at by the use of the Company's applicable rate for such calculation.

This agreement shall supersede, replace and be in lieu of the provisions as to the supply of gas without charge to the Village of Barrington contained in a letter of Northern Illinois Gas Company addressed to the President and Board of Trustees of the Village of Barrington, dated January 12, 1968.

Very truly yours,
NORTHERN ILLINOIS GAS COMPANY

By 
Vice President

2771

INTEROFFICE MEMO

DATE 12/7/68

TO: President and Board of Trustees
FROM: R. D. Heninger, Manager
SUBJECT: Chicago and North Western Railway Company
Lease Between Main and Hough Streets.

I am transmitting copies of a lease from subject mentioned Company and our Village Legal Consultant.

Providing I have a letter in my hands by the time of our meeting, I respectfully request that the Board, by motion, authorize the Village President to sign Lease No. 77679 and attested to by the Village Clerk, between the Chicago and North Western Railway Company and the Village of Barrington for a certain parcel of land as shown in yellow on the exhibit print attached to the lease and made a part thereof, containing 8,550 square feet, more or less.

R. D. Heninger
R. D. Heninger

RDH:hj
cc: B. J. Zelsdorf,
Finance Director
w/out attchmt.

Ltr. Dec 6, 1968

CGO MIL
77679
Old No. 75924

1 LEASE

THIS INDENTURE, made this 4th day of October, 1968
between the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation,
Lessor, and Village of Barrington

206 South Hough Street, Barrington, Illinois LESSEE,

WITNESSETH, That the said Lessor, for and in consideration of the covenants and agreements hereinafter mentioned and contained, to be kept and performed by said Lessee, hereby does demise, lease and let unto the said Lessee, all that certain piece or parcel of land, situated at or near BARRINGTON Station, in the County of Cook and State of Illinois on the line of the Railroad of the said Lessor, and described as follows, to-wit:

As shown in yellow on the Exhibit print dated October 4, 1968 attached hereto and made a part hereof. Containing 8,550 square feet, more or less.

for and during the term of five (5) years, from and after the 1st day of October, 1968, unless sooner terminated as hereinafter provided.

The Lessee covenants and agrees to pay the Lessor as rent for said demised premises the sum of 50% of gross receipts from parking meters.
~~XXXXXXXXXX~~, ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~

The Lessee shall pay all taxes, license fees or other charges which may become due or which may be assessed against the said premises, the Lessee, the business conducted on said premises or any and all improvements placed thereon during the term hereof, except special assessments for public improvements; and shall reimburse the Lessor for any such taxes, license fees or other charges which may be paid by Lessor promptly upon the presentation by the Lessor of bills for the amount hereof; and in default of such reimbursements, all sums so paid by the Lessor shall be deemed an addition to rental and recoverable as such. In the event the premises hereby demised, or any part thereof, shall be subject to any special assessments for any public improvement or improvements, the rental herein reserved and stipulated to be paid by the Lessee shall be increased by 6% per annum of the amount of such assessments.

This lease is made upon the following express covenants and agreements, each of which is made a condition hereof, viz:

First. That the said leased premises shall be used and occupied exclusively for the purpose of parking wherein shall be handled only such articles as are appropriate to the indicated kind of business; that the Lessee shall not permit the existence of any nuisance on said premises; that the Lessee shall not place, use or permit to be placed or to remain any door in the side of any building on said demised premises next to any track or tracks which is not a sliding door; that the Lessee shall at all times keep said premises clean and all buildings and other structures thereon in good condition and repair, including the painting thereof, to the satisfaction of the Division Superintendent of the Lessor and shall comply with all laws, ordinances and regulations respecting Lessee's business and use and occupation of said premises; that the Lessee shall at the Lessee's sole cost make any and all improvements, alterations, repairs and additions and install all appliances required on said premises by or under any such regulations, ordinances or laws; that the Lessee shall keep any sidewalk on said leased premises, or bordering said leased premises, free and clear of snow, ice and any obstruction to the free and safe use of said sidewalk or sidewalks at any and all times; that no bill posters or advertising matter of any kind shall be posted on said premises, except that pertaining to Lessee's own business; and that no excavations, buildings, structures, platforms or obstructions of any kind shall be placed or erected nearer than 8.5 feet on straight track, or 9.0 feet on curved track less than 10 degrees, or 9.5 feet on curved track of 10 degrees or over, laterally of the center line, or within 22 feet vertically from the top of the rail of the nearest railroad track.

Second. The Lessee agrees that artificial lighting in pump houses, warehouses, or other enclosures where oil or other inflammable fluid supplies are handled or stored, except when in unbroken original containers, shall be by electricity, and this electrical installation and any other electrical installation on such premises shall conform to and be maintained in accordance with the PROVISIONS OF THE CURRENT EDITION OF THE NATIONAL ELECTRIC CODE WITH RESPECT TO CLASS I HAZARDOUS LOCATIONS, and also in accordance with requirements of any local ordinance, or State or Federal laws which may be in effect during the terms of this lease. The Lessee shall, at Lessee's expense, observe and comply with all the rules and regulations and orders of any duly constituted authority, and any board of fire underwriters having jurisdiction of said premises, and all provisions of any fire insurance policy covering said premises.

Third. The Lessee accepts said premises subject to the rights of any person, firm or corporation, including the Lessor in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it at any time become necessary to relocate any of said poles, wires or facilities by reason of this lease, the Lessee shall bear and pay the cost of so doing. The Lessee also accepts said premises subject to any want or failure at any time of the Lessor's title to said premises or any part thereof and the Lessee shall assume any damages sustained by the Lessee in connection therewith.

Fourth. Lessee agrees to save and keep the Lessor harmless and indemnified at all times against loss or damage to any property of the Lessee or to any property of others upon the leased premises, regardless of negligence of the Lessor, arising from fire caused by sparks or fire emanating from railroad equipment operated on tracks in the vicinity of or on the leased premises, except loss or damage to property of the Lessor and to railway equipment of others and to shipments in the course of transportation.

Lessee also assumes responsibility for and agrees to release and indemnify the Lessor from and against loss or damage to any property of the Lessee or to any property of others (not including the Lessor) upon the leased premises, regardless of negligence of the Lessor, arising from or caused by the operation or movement of railroad equipment in the vicinity of or on the leased premises.

Lessee also agrees to indemnify and hold harmless the Lessor against loss, damage or injury to the person or property of the Lessee, or any other person, while on or about the leased premises, except loss, damage or injury to the person or property of agents and employees of the Lessor.

Lessee further agrees that if in any case the release and indemnity provided in this "Fourth" section shall not be valid, the Lessor shall in such case have the full benefit of any insurance effected by the Lessee upon the property injured, destroyed or damaged and/or against the hazard involved; and the Lessee agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against the Lessor in connection therewith.

Fifth. It is further agreed that in case the Lessee, with the consent of the Lessor, holds possession of the premises hereby leased beyond the term of this lease above specified, such action of the parties shall have the effect of renewing and extending the term of this lease for an additional period of the same length as the term hereof above specified, subject in all respects to all of the terms, conditions, covenants and agreements of this lease, including all rights of termination in all respects as hereinafter provided; and in case of a like holding over after the expiration of any extended term hereof, further renewal and extension hereof shall be accomplished in the same manner and with the same effect.

Sixth. Either party may at any time terminate this lease by giving thirty (30) days' notice of its intention to do so. Such notice shall be in writing and may be served by delivering it, or a true copy thereof, to the other party or its agents, or by depositing the same in the United States Post Office, enclosed in an envelope addressed to such party at its last known post office address, with the postage thereon prepaid; or the Lessor may serve such notice by posting same in any conspicuous place on said premises. Upon the expiration of thirty days after

such service of said notice this lease and all rights hereunder shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. The Lessee shall without further notice or demand deliver possession of said premises to the Lessor, at the expiration of said thirty (30) days, and shall before the expiration of ten (10) days after said termination of said lease remove all buildings and property placed upon said premises which it may desire and have the right to remove. If it shall fail to so remove such buildings and property, its right to do so shall, at the option of the Lessor, cease and Lessee's title thereto shall be forfeited and the same shall belong to the Lessor; or in such case, if the Lessor so elects, it may at any time after the expiration of said period of ten (10) days tear down and/or remove any or all such buildings and property at the expense of the Lessee without any liability to damages therefor in any respect whatsoever and the Lessee shall thereupon promptly reimburse the Lessor for all expenses incurred by it in so doing. Upon any such termination of this lease rent shall be paid by the Lessee to the date of termination fixed by said notice, and if rent has been paid in advance the Lessor shall refund to the Lessee the unearned portion thereof for the period extending beyond such date of termination.

Seventh. And the Lessee, in consideration of the leasing of the said premises as herein provided, hereby covenants and agrees to pay promptly the rent therefor, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Lessee, and to yield up said premises unto the said Lessor at the expiration or termination of this lease in as good condition as when entered upon. Upon the expiration or any termination of this lease, the Lessee shall remove all bill posters or advertising matter placed or located upon the leased premises.

~~Eighth. If default be made in the payment of the rent hereinbefore reserved or of any installment thereof as herein provided, Lessee does hereby irrevocably make, constitute and appoint any attorney of any court of record, to be Lessee's true and lawful attorney for Lessee and in Lessee's name, place and stead, to appear in any court of record in term time or vacation, at any time hereafter, enter Lessee's appearance, waive the issuance of process and service thereof, and to confess judgment upon said lease, from time to time, in favor of said Lessor and against Lessee for the amount of rent which may then be due, by authority of the terms of said lease, together with the costs of such proceedings, and reasonable attorney's fees in or about the entering of said judgment, and also to file a cognovit for the total amount thereof with an agreement therein waiving and releasing all errors which may intervene in any such proceeding, and waiving all rights of appeal or writ of error, and agreeing that no bill in equity shall be filed to interfere with the operation of said judgment or any execution issued thereon, and consenting to an immediate execution on said judgment, hereby ratifying and confirming all that Lessee's said attorney may lawfully do by authority hereof.~~

Ninth. No receipt of money by Lessor from Lessee after any default by Lessee or after the expiration of this lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of said premises, shall waive such default or reinstate, continue or extend the term of this lease or affect any such notice or suit, as the case may be. No waiver of any default of Lessee shall be implied from omission by Lessor to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

Tenth. And it is further agreed between the parties hereto, that if the said Lessee shall breach or make default in any of the conditions, covenants or agreements of this lease, which breach or default shall continue for 15 days after Lessee's receipt of written notice thereof from Lessor, then it shall be lawful for the said Lessor then or at any time thereafter to declare this lease ended, and to re-enter said premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of 30 days' notice; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this lease shall extend only to the particular breach so waived,

and shall in no manner impair or affect the existence of such condition, covenant or agreement, or the right of the Lessor to thereafter avail itself of same and any subsequent breach thereof.

Eleventh. The benefits and obligations of this lease shall extend to and shall bind the heirs, administrators, executors, lessees, successors or assigns of the parties hereto; but no interest in this lease shall be assigned, nor said premises, or any part thereof, shall be sublet, used or occupied by any party other than the Lessee, nor shall the Lessee allow or permit any lien of any kind to be imposed upon said premises, without written consent from the Lessor.

Twelfth. No new structures of any type will be permitted to be erected or placed within 50 feet of the center line of the Lessor's nearest main track. Any violation of this restriction will result in the cancellation of this lease in accordance with Paragraph Six of this lease contract. Any existing buildings or structures located on said premises prior to the issuance of this lease are an exception to this provision.

Thirteenth. As a further consideration of this lease, the Lessee also agrees to indemnify and hold harmless the Lessor from any and all liability for all loss or damage to property whatsoever and all injury to or death of persons whomsoever while on or about the Lessor's premises (whether or not included under this lease), in relation to the Lessee's operations, that may in any way occur regardless of whether the negligence of the Lessor may have contributed thereto.

Fourteenth. The Lessee agrees to obtain, at Lessee's own cost and expense, and to keep in full force and effect during the term of this lease, public liability insurance in the amounts of \$200,000.00 for bodily injury and/or death to any one person and \$500,000.00 for two or more persons and property damage in the limits of \$100,000.00 for any one occurrence and \$300,000.00 in the aggregate. Said insurance shall run in favor of the Lessee, and shall be endorsed to assume the contractual obligations of the Lessee as set forth in Paragraphs Four and Cab Liability of a lease between the Chicago and North Western Railway Company, Lessor, and Village of Barrington, Lessee, dated October 4, 1968, and further identified as Lease Number 77679. A duplicate copy of such insurance policy or a certificate of insurance shall be furnished to the Real Estate Department of the Chicago and North Western Railway Company, 400 West Madison Street, Chicago, Illinois 60606. The following must be shown on the insurance policy or the certificate of insurance: (a) The Real Estate Department will be properly notified with a 30 day notice of any modification or cancellation of such policy. (b) This insurance policy covers the contractual obligations of Lease Number 77679.

Fifteenth. The Lessee shall pay to the Lessor monthly ~~XXXXXXXXXX~~ fifty per cent (50%) of the gross receipts from the parking meters installed as follows: The Lessee shall furnish the Real Estate Department of the Lessor at Chicago, Illinois, with a monthly report on or before the 10th day of each and every month showing the monthly receipts from the parking meters for the previous calendar month together with a remittance in the amount of 50% of the gross receipts from said parking meters. Lessor to have the right to examine and verify books and report of collections.

Sixteenth. This lease is made upon the express condition that Lessee shall make all improvements to the property and shall thereafter maintain same at its own cost and expense.

Seventeenth. This lease is made upon the express condition that Lessee will at its own cost and expense construct and maintain a substantial barricade along the northerly line of said leased premises.

Eighteenth. This lease is made upon the express condition that Lessee will provide suitable protection for Lessor's poles on said premises.

In Testimony Whereof, The parties hereto have executed these presents the day and year first above written.

Witness (For Lessor)

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By _____
Director of Real Estate

Village of Barrington _____

By: _____ (Seal)

Attest: _____ (Seal)

Witness (For Lessee)

(Seal)