

**RESOLUTION ACCEPTING AN EASEMENT
AGREEMENT FOR CHAPEL ROAD**

WHEREAS, that Housing Resources Company L.C. has agreed to grant an easement to the Village of Barrington Hills for the improvement of Chapel Road and the Village of Barrington Hills desires to accept the easement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, a home-rule municipality, as follows:

Section 1: The Easement Agreement (the "Easement") attached hereto and made a part hereof by this reference is for land along Chapel Road as described therein.

Section 2: The Village President and Village Clerk are hereby authorized to accept and sign the Easement and the Village Clerk shall record the Easement.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED THIS ____ day of September, 2011

AYES:_____ **NAYS:**_____ **ABSENT:**_____

ATTEST:

Village Clerk

Village President

This instrument was prepared by

Nicole Rudman Brown
Daspin & Aument
227 W. Monroe St., Suite 3500
Chicago, Illinois 60606

After Recording Return To:

Village of Barrington Hills
112 Algonquin Road
Barrington Hills, Illinois 60010
Attn: Village Administrator

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made this ____ day of August, 2011 by and between the Village of Barrington Hills, an Illinois municipal corporation (the "Village") and the Housing Resources Company, L.C., a Nevada limited liability company (the "Owner").

RECITALS

A. Owner is the owner of certain real property in the Village of Barrington Hills, Illinois on the south side of Chapel Road, which property is legally described on the attached Exhibit A (the "Property").

B. The Village has petitioned McHenry County to permit the Village to make improvements to the existing roadway and roadside drainage of Chapel Road along the northern lines of the Property.

C. The parties are entering into this Agreement to grant the Village a permanent roadway and utility easement over that portion of the Property described on Exhibit B attached hereto and a temporary construction easement over that portion of the Property described on Exhibit B.

NOW THEREFORE, for and in consideration of the Recitals, which are incorporated herein, for the sum of Ten Dollars (\$10.00) paid by the Village to the Owner and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Grant of Permanent Roadway Easement to the Village. The Owner hereby grants to the Village, its successors and assigns, a non-exclusive, permanent roadway over the portion of the Property legally described and noted as "Easement C" on the Plat of Easement attached

hereto as Exhibit B (the "Permanent Easement Area") for purposes of constructing and using a public roadway. In addition to the bituminous roadway, aggregate shoulder, and roadway improvements designated on the Plans (as defined below), the Village will place topsoil, seed, and erosion control blanket on all areas disturbed during construction in accordance with the Plans (as defined below).

2. Grant of Temporary Construction Easement to the Village. The Owner hereby grants to the Village, its successors and assigns, a non-exclusive, temporary construction easement over the portion of the Property legally described and noted as "Easement D" on the Plat of Easement attached hereto as Exhibit B (the "Temporary Easement Area"), as reasonably necessary for construction of the roadway improvements and ancillary utilities described herein. In conjunction with its improvements on the Property, the Village will place topsoil, seed, and erosion control blanket on all areas disturbed during construction in accordance with the Plans. The temporary construction easement will expire on November 30, 2011.

3. Construction of Improvements. The Village shall construct such roadway and related drainage improvements (collectively, the "Public Improvements") in a lien-free and good and workmanlike manner, in accordance with all laws and regulations, and as shown on the plans for the Chapel Road Drainage Improvements- 2011 Drainage Program, last revised August 24, 2011, prepared by Gewalt Hamilton Associates, Inc. (the "Plans"). The Village agrees and acknowledges that in the preparation of the Plans, the Village has worked to resolve the current drainage problems affecting the existing roadway and has designed the new Public Improvements as reflected in the Plans in an effort to eliminate any drainage issues or adverse affect on the Property resulting from poor or inadequate drainage from the new roadway onto the Property.

In the event the construction of the Public Improvements detrimentally affects the ground surface condition of the Property, Village shall promptly following completion of the Public Improvements, restore the ground surface condition of the Property including, without limitation, any filling and compaction of excavations and replacement of any landscaping. In the performance of any work by Village in connection with the easement rights granted herein, Village shall not permit or suffer any mechanic's liens claims to be filed or otherwise asserted against the Property or any part thereof. Village shall pay all costs and expenses of any nature whatsoever relating to any such work and the exercise of the easement rights granted hereunder. Village shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with any work performed and the exercise of the easement rights granted hereunder, and for the removal of waste and debris resulting therefrom. Village shall proceed with the construction of the Public Improvements using due diligence and shall complete the same by November 15, 2011, subject to matters beyond the reasonable control of Village.

4. Maintenance/Restoration. The Village shall be responsible for maintaining the Public Improvements on the Property in accordance with the permit to be issued by the McHenry County Department of Planning & Development. Village shall maintain the Public Improvements in good order, condition and repair in a manner consistent with other similar public improvements constructed by the Village, in compliance with all laws and regulations, and otherwise in a condition acceptable to Owner.

9. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successor, tenants and personal representatives of the parties hereto.

10. Choice of Law. This Agreement shall be construed under the laws of the State of Illinois.

11. Amendment/Termination. This Agreement may not be amended/modified or terminated except in a writing signed by the parties hereto, or their successors and assigns.

12. Non-Waiver. No waiver by either party of any default in performance on the part of the other party, or of any breach or series of breaches, or any of term, covenant or condition of this Agreement will constitute a waiver of any subsequent breach or a waiver of any term, covenant or condition.

13. Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will be construed as if the void or unenforceable provision were not included in this Agreement.

14. Entire Agreement. This writing constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations and negotiations.

15. Rights Reserved. Owner reserves and shall continue to enjoy the use of the Property for any purpose which does not interfere with or prevent the use by Village of the easements herein granted, or the maintenance by Village of any improvements or utilities related to the easements granted herein and located by Village within the Permanent Easement Area, including the right to locate utilities and other improvements in the Permanent Easement Area. The easements herein granted are and shall be expressly subject to any easements and right-of-way already existing or created by Owner in, over, upon and across the Permanent Easement Area or the Temporary Easement Area, and Owner reserves and retains the right to convey similar rights-of-way and easements to such other persons or entities as Owner may deem proper for any purpose which does not materially interfere with or prevent the use by Village of the easements herein granted. The Village agrees that following construction of the Public Improvements in the Permanent Easement Area, Owner shall have access to the roadway as and for roadway improvements required by Owner in connection with the development of the Property, including necessary curb cuts or related improvements necessary to provide access from the Property to the roadway, and Owner may construct, install, or use the same in connection with Owner's development of the Property, subject to all applicable ordinances of general application regarding such access.

[signature page follows]

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____, the _____ of HOUSING
RESOURCES COMPANY, L.C., personally known to me to be the same persons whose name
are subscribed to the foregoing instrument appeared before me this day in person and
acknowledged they signed and delivered the said instrument as their free and voluntary act for
the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this ____ day of _____, 2011.

Commission expires on _____, 20__.

Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that Robert Abboud personally known to me to be the President of the
VILLAGE OF BARRINGTON HILLS, and personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such President of the VILLAGE OF
BARRINGTON HILLS, and that he appeared before me this day in person and acknowledged
that as such President of the VILLAGE OF BARRINGTON HILLS he signed and delivered the
said instrument, pursuant to authority given by the VILLAGE OF BARRINGTON HILLS as his
free and voluntary act, and as the free and voluntary act and deed of said municipality, for the
uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this ____ day of _____, 2011.

Commission expires on _____, 20__.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

On Aug. 17, 2011 before me, Danielle Nason
Date Here Insert Name and Title of the Officer

personally appeared Rob Winkel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Danielle Nason
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Agreement - Barrington

Document Date: August 2011 Number of Pages: 08

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

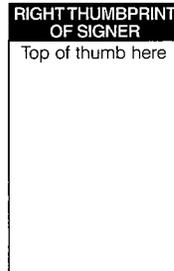


EXHIBIT A

PROPERTY

The East 1086.62 feet of the West 1726.06 feet of the Southeast quarter of Section 25, Township 43 North, Range 8 East of the Third Principal Meridian in McHenry County, Illinois.

PIN: 19-25-300-006 and 19-25-300-007

EXHIBIT B
PLAT OF EASEMENT

