

**EXHIBIT "B"**  
**RECAPTURE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_day of July, 2005, by and between the VILLAGE OF LOMBARD, a municipal corporation of the County of DuPage, in the State of Illinois (hereinafter referred to as "VILLAGE") and Kinman Enterprises, LLC (hereinafter referred to as "OWNER/ DEVELOPER");

**WITNESSETH**

WHEREAS, the VILLAGE owns and operates a sanitary sewer collection system, storm water system, and water distribution system; and,

WHEREAS, the VILLAGE has jurisdiction over the construction, maintenance and repair of local streets and traffic control; and,

WHEREAS, the OWNER/ DEVELOPER is the owner of the following described property (hereinafter referred to as ("SUBJECT PROPERTY")):

P.I.N.: 06-20-405-008 and 06-20-405-009

Commonly known as: 19 W 120 – 160 22<sup>nd</sup> Street

and

WHEREAS, the OWNER/ DEVELOPER intends to develop/ the SUBJECT PROPERTY in accordance with its zoning classification under the VILLAGE'S Zoning Ordinance for residential uses; and,

WHEREAS, the OWNER/ DEVELOPER intends to construct/ the following public utilities relative to the development of the SUBJECT PROPERTY:extension of water service(hereinafter referred to as the "PUBLIC UTILITY IMPROVEMENTS"); and,

WHEREAS, all of the aforesaid construction will be carried out/has and completed in strict compliance with all VILLAGE ordinances and codes, and plans, and specifications approved by the VILLAGE; and,

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WHEREAS, the cost for the aforesaid PUBLIC UTILITY IMPROVEMENTS is estimated to be/was \$18,479.00, which estimated cost/final cost has been reviewed and approved by the VILLAGE; and,

WHEREAS, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the OWNER/ DEVELOPER will, in addition to benefiting the SUBJECT PROPERTY, also benefit the property located at 1S771 Vista Avenue, Lombard, Illinois 60148; as legally described on Exhibit A attached hereto (herein referred to as the "BENEFITTED PROPERTY") if and when said BENEFITTED PROPERTY is developed; and,

WHEREAS, the OWNER/ DEVELOPER should be reimbursed by the owners of said BENEFITTED PROPERTY if and when it is developed; and,

WHEREAS, the OWNER/ DEVELOPER agrees to convey the title to all of the aforesaid PUBLIC UTILITY IMPROVEMENTS to the VILLAGE by a legally proper Bill of Sale;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, including, but not limited to, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That OWNER/ DEVELOPER will, at its sole expense, complete the construction of all the aforesaid PUBLIC UTILITY IMPROVEMENTS in conformance with the plans and specifications prepared by Norman C. Gutauckas, dated the 20th day of June, 2005 and approved by the VILLAGE.

2. Upon acceptance of all of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the OWNER/ DEVELOPER shall convey to the VILLAGE, by a legally proper Bill of Sale, all of said PUBLIC UTILITY IMPROVEMENTS and appurtenances incidental thereto. Such conveyance shall be free and clear of all liens or encumbrances relative to said improvements. Upon acceptance of said PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the VILLAGE shall have complete control thereof including the determination of all future use and connections thereto, and shall be responsible for the operation, maintenance, repair and replacement of said PUBLIC UTILITY IMPROVEMENTS.

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3. OWNER/ DEVELOPER'S estimated/actual costs for said PUBLIC UTILITY IMPROVEMENTS is made up of the following:

1. Water Main Construction	\$17,629.00
2. Engineering and Inspection Fees	\$850.00
TOTAL	\$18,479.00

The VILLAGE agrees to reimburse OWNER/ DEVELOPER for a portion of said total amount not to exceed \$18,479.00, said \$18,479.00 to be payable by the VILLAGE to the OWNER/ DEVELOPER solely and exclusively from collections from the owners of the BENEFITED PROPERTY. if and when said BENEFITED PROPERTY is developed.

Said \$18,479.00 is to be collected by the VILLAGE from the owner(s) of said BENEFITED PROPERTY if and when said owner(s) apply to the VILLAGE for a building permit to develop said BENEFITED PROPERTY, or any portion thereof, or at such time as said owner(s) seek to connect to the watermain constructed by OWNER/ DEVELOPER.

4. It is further understood and agreed to that under no circumstances will the General Fund of the VILLAGE be in any way obligated for said amount to be reimbursed to OWNER/ DEVELOPER, nor shall the VILLAGE be liable for its failure or neglect to collect said \$ 18,479.00 from the owner(s) of the BENEFITED PROPERTY. The VILLAGE is only obligated to pay OWNER/ DEVELOPER from those funds the VILLAGE actually collects from the owner(s) of said BENEFITED PROPERTY.

5. This Agreement shall remain in full force and effect until the \_\_\_\_ day of July, 2025; after said date the BENEFITED PROPERTY set forth in Exhibit "A" shall no longer be liable for payment of the \$ 18,479.00.

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6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto

7. The VILLAGE is hereby authorized to record this Agreement with the Recorder of Deeds of DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written, pursuant to proper resolutions of each party hereto.

VILLAGE OF LOMBARD

By: \_\_\_\_\_  
Village President

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Village Clerk

OWNER/ DEVELOPER

Kinman Enterprises, LLC

By: \_\_\_\_\_  
Its Manager

**EXHIBIT A**

**The legal description of the BENEFITTED PROPERTY is:**

**Lot 148 in Congress Knolls Unit Number 3, being a subdivision of part of Section 20 and 21, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded April 21, 1955 as Document Number 753822, in DuPage County, Illinois**

**P.I.N.** 06-20-406-006