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Doc#: 0615145119 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/31/2006 02:58 PM Pg: 1 of 9

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COOK COUNTY, ILLINOIS

RECORDING COVER SHEET

FOR

**RECAPTURE PAYMENT AGREEMENT BETWEEN
TINLEY PARK AND CHRISTIAN LIFE CENTER**

PIN: 31-05-100-014

**After recording return to:
RECORDER'S BOX 324 (TMB/PB)**

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RECAPTURE PAYMENT AGREEMENT

THIS AGREEMENT made and entered into this 18th day of July, 2000, by and between the **VILLAGE OF TINLEY PARK**, Cook and Will Counties, Illinois (hereinafter referred to as the "VILLAGE") and **CHRISTIAN LIFE CENTER**, an Illinois not-for-profit corporation (hereinafter referred to as the "Center").

WITNESSETH:

WHEREAS, the VILLAGE has previously paid for, constructed, and installed a 24" water main on 183rd Street in the VILLAGE, a 12" water main on Ridgeland Avenue in the VILLAGE, and certain peripheral roads at or near Ridgeland Avenue in the VILLAGE (hereinafter collectively referred to as the "Improvements") at the locations within the Village identified in **EXHIBIT A**, hereto and made a part hereof, and as shown on certain plans prepared by Robinson Engineering, an Illinois Registered Engineer dated March 17, 1989 and entitled Phase A - 24" Water Main Extension; and

WHEREAS, the CENTER has filed with the VILLAGE a petition to annex certain property into the VILLAGE. Said property (hereinafter referred to as the "Subject Property") is located in unincorporated Cook County and is legally described in **EXHIBIT B** hereto; and

WHEREAS, the CENTER wishes to develop the Subject Property with a building addition as described in the plans attached hereto as **EXHIBIT C**; and

WHEREAS, the VILLAGE seeks to recapture a portion of the cost of construction of the Improvements from the owners of property to be served by and benefitting therefrom; and

WHEREAS, the Subject Property will be served by and benefit from the Improvements; and

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WHEREAS, the CENTER acknowledges that the recapture fees on the Subject Property are as follows:

24" Water Main on 183rd Street: **84.07 ft @ \$45.37 per front foot=\$3814.26**

12" Water main on Ridgeland Avenue: **471.22 ft @ \$64.63 per front foot=\$30,454.95**

Peripheral Roads (Ridgeland Avenue): **471.22 ft @ \$65 per front foot=\$30,629.30**

Total=\$64,898.50; and

WHEREAS, the CENTER and the VILLAGE wish to enter an agreement for repayment of the above stated recapture fees over the period of fifteen (15) years; and

NOW, THEREFORE, in pursuance of authority granted by law, including the Home Rule power of the Village, and based upon the above stated recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further in consideration of the terms and conditions set forth below, the parties hereto agree as follows:

1. The CENTER will pay the total of \$64,898.50 over a period of fifteen (15) years in sixty (60) quarterly installments of \$1081.64 each.
2. The payments shall be billed and paid as part of the quarterly water bill. The first payment will be assessed in the Center's first water bill immediately following the execution of this Agreement. Failure to make any quarterly payments of the recapture fees shall subject the CENTER to the billing penalty and discontinuation of service provisions of Sections 50.026, 50.029, and 50.030 of Title V, Chapter 50 of the Tinley Park Village Code as well as to any other remedy the VILLAGE may have at law or in equity.
3. A lien shall be recorded against the Subject Property to evidence the recapture fees that are owed as well as the payment terms. The cost for recording and releasing said lien shall be

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added to the CENTER'S water bill, and failure to pay same shall subject the CENTER to the billing penalty and discontinuation of service provisions of Sections 50.028, 50.029, and 50.030 of Title V, Chapter 50 of the Tinley Park Village Code as well as to any other remedy the VILLAGE may have at law or in equity.

4. The CENTER represents and warrants to the VILLAGE that it has the full corporate right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement. The CENTER further represents and warrants that all corporate action necessary for the execution, delivery and performance of this Agreement by the CENTER has been taken, and that this Agreement is the legally binding obligation of the CENTER, enforceable in accordance with its terms.

5. The CENTER will provide to the VILLAGE, along with the executed original of this Agreement, a certified copy of the Corporate Resolution approving the terms of this Agreement and authorizing a specified agent of the CENTER to execute this Agreement in the name of and on behalf of the CENTER.

6. This Agreement may be recorded, at the expense of the CENTER, with the office of the Recorder of Deeds of Cook County, Illinois.

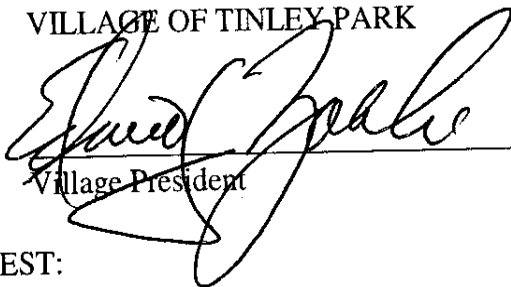
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, pursuant to lawful authority, this 19th day of July, 2000.

CHRISTIAN LIFE CENTER

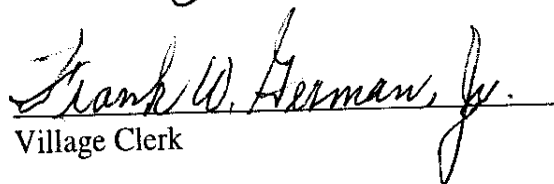
By: [Signature]
Its Pastor

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VILLAGE OF TINLEY PARK


Village President

ATTEST:


Village Clerk

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RESOLUTION OF BOARD OF TRUSTEES

OF

CHRISTIAN LIFE CENTER OF METRO CHICAGO, A DOMESTIC CORPORATION

WHEREAS, this Illinois Not For Profit Corporation desires to connect to the Village of Tinley Park's water supply, located in the State of Illinois, and

WHEREAS, the corporation, through its board of trustees, have executed a Recapture Payment Agreement and the corporation wishes to adopt the Agreement entered into on the date listed on the Recapture Payment Agreement attached hereto, and

WHEREAS, the Corporation, through its board of Trustees, and the members of the Church have voted to accept and have accepted the terms of the recapture agreement, therefore it is:

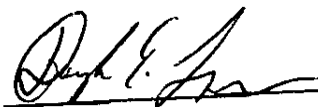
RESOLVED, that this Illinois Not For Profit Corporation authorizes Jerry McQuay, to execute any and all documents necessary to related to and necessary for the connection to the Village of Tinley Park's water supply.

RESOLVED FURTHER, that any of the above listed natural persons is directed to certify to the Village of Tinley Park, or any entity or person the due adoption and existence of these resolutions.

The above resolution is in conformity with the by-laws of the corporation and the by-laws of the corporation, are now in full and force and effect.

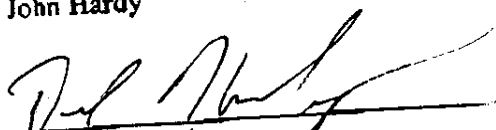
Dated: July 12, 2000.

The Board of Trustees

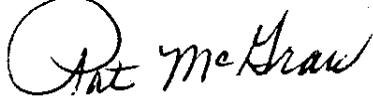


Doug Laymon

John Hardy




David Hernandez



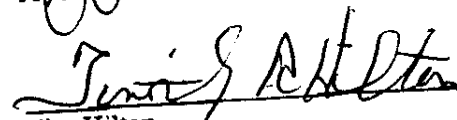
PAT MCGRAW



Scott Pachol



Joyce Smith



Tim Hilton

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)

COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the county and State aforesaid, DO HEREBY CERTIFY that JERRY MC QUAY, PRESIDENT for the CHRISTIAN LIFE CENTER and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument, pursuant to authority given by the Board of _____ of said CHRISTIAN LIFE CENTER, as his free and voluntary act, and as the free and voluntary act and deed of said CENTER, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 19th day of July, 2000.

Commission expires 2-17, ~~2000~~ 2004. Louise J. Bruning
Notary Public



STATE OF ILLINOIS)

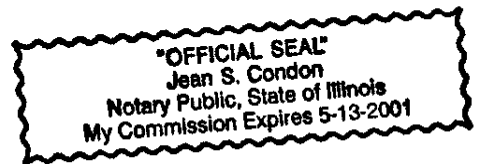
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, Jr., personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 19th day of July, 2000.

Commission expires 5-13, ~~2000~~ 2001. Jean S. Condon
Notary Public

AJHA:TINLEY-AGMTS#6RADCLIFFE.REC



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EXHIBIT A

World Theater Water Main Extension

A	24" on 183rd Street	OAK PARK to Ridgeland	48.90 per foot
B	24" on Oak PARK	North of I-80 to 183rd Street	62.60 per foot
C	24" on Oak PARK	South of I-80	59.70 per foot
D	12" along South Access Rd.		41.80 per foot
E	12" Ridgeland No. of I-80		79.20 per foot
F	12" Ridgeland So. of I-80		69.60 per foot
G	24" on 183rd @ Ridgeland		89.40 per foot
	24" Oak PARK Ave No. of 183rd Street		60.00 per foot

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EXHIBIT B

Legal Description of Property Located at 6363 W. 183rd Street

That part of Fractional Section 5, Township 35 North, Range 13 East of the Third Principal Meridian, North of the Indian Boundary Line described as follows: Beginning at a point 50 South of the Northwest corner of said Fractional Section; thence South 85°59'51" East 63.88 feet along a line 50 feet South of a parallel to the North line of said Fractional Section 5; thence South 65°24'12" East 18.19 feet; thence South 40°48'33" East 328.98 feet along the West line of Ridgeland Avenue as taken by Document No. 25835822; thence South 34°05'17" East 69.22 feet to a point of curve ; thence Southeasterly on a curve convex to the Northeast having a radius of 763.51 feet, an arc distance 375.88 feet to the West Line of said Fractional Section 5; thence North 0°00'06" East 375.18 feet, all along last said West line to the Place of Beginning, all in Cook County, Illinois.

P.I.N # 31-05-100-014

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OVERSIZE

**EXHIBIT
FORWARD
TO PLAT COUNTER
FOR SCANNING**

RECORDED DATE _____

CASHIER # / NAME _____