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Karen A. Yarbrough

Cook County Clerk

Date: 08/17/2022 04:29 PM Pg: 1 of 15

Prepared By and
After recording, return to:

James E. Macholl
Storino, Ramello, & Durkin
9501 W. Devon Ave #800
Rosemont, IL 60018

This space reserved for Recorder's use only.

RECAPTURE AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of October, 2021, by and between the CITY OF ROLLING MEADOWS, an Illinois municipal corporation of the County of Cook, in the State of Illinois (the "City") and PHILLIP J. BELLAGAMBA and ROBIN R. BELLAGAMBA as co-trustees of the Phillip J. Bellagamba Revocable Trust dated November 19, 2018 and ROBIN R. BELLAGAMBA and PHILLIP J. BELLAGAMBA as co-trustees of the Robin R. Bellagamba Revocable Trust dated November 19, 2018, owner of the property commonly known as 2800 Brockway Street, Palatine, Illinois ("collectively Owner").

WITNESSETH:

WHEREAS, Owner has developed improvements ("Improvements") on the real property legally described in Exhibit A hereto, which property is approximately 37,767 square feet in area along the east side of Brockway Street within the corporate boundaries of the City of Rolling Meadows; and

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WHEREAS, Owner's construction of improvements required and caused the construction of approximately 405 feet of public sanitary sewer line in the Brockway right-of-way from approximately the south property line of the property at 2851 Brockway Street, to the north property line of Owner's property at 2800 Brockway Street; and

WHEREAS, in accordance with Cook County and City of Rolling Meadows requirements, Owner constructed and installed sanitary sewer line infrastructure improvements and incurred eligible costs and fees described on Exhibit B hereto (collectively, the "**Sanitary Sewer Improvement**") that will benefit approximately 164,529 square feet of nearby properties located in the City of Rolling Meadows and legally described in Exhibit C (the "**Benefited Properties**") that are not owned by Owner or individuals or entities related to Owner; and

WHEREAS, the Sanitary Sewer Improvement expenses totaled \$79,700.50 and included 1) sanitary sewer installation costs of \$71,850, 2) 3% engineering fees at \$2,155.50, 3) a \$2,570 bond fee, and 4) a \$3.125 MWRD Permit fee; and

WHEREAS, in the opinion of the corporate authorities of the City, the Sanitary Sewer Improvements may be used for the benefit of the Benefited Properties, and such Sanitary Sewer Improvements will be dedicated to and accepted by the City; and

WHEREAS, Owner and City agree that Owner is entitled to recapture a portion of the cost of the Sanitary Sewer Improvements from property owners of all or any portion of the Benefited Properties (the "**Benefited Owners**") in accordance with the terms of this Agreement.

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

1. Owner shall cause to be conveyed to the City the Sanitary Sewer Improvements installed in the Brockway right-of-way between approximately the south property line of the

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property at 2851 Brockway Street, to the north property line of Owner's property at 2800 Brockway Street by executing a Bill of Sale in the form attached hereto as Exhibit E.

2. The City agrees to accept the conveyance of the Sanitary Sewer Improvements, and to thereafter be responsible for the maintenance and repair of said improvements.

3. From and after the effective date of the City Ordinance approving this Agreement, the City agrees not to permit the connection to the said Sanitary Sewer Improvements by any of the Benefited Properties identified in Exhibit C unless and until the Owner has been reimbursed by the Benefited Property owner at the time pursuant to the "Recapture Amount" fees set forth in the attached Exhibit D, and evidence of said payment is presented to the City.

4. The parties further agree that upon the Owner's receipt of \$64,821.07, the City shall no longer be obligated or responsible to collect nor remit fees to the Owner.

5. The City shall have exclusive ownership and control of said Sanitary Sewer Improvements upon delivery of the Bill of Sale for said Sanitary Sewer Improvement to the City by the Owner.

6. Owner agrees that the Recapture Amounts set forth in Exhibit D are adequate and reasonable.

7. The City shall assess against and collect such Recapture Amounts from the person or persons owning any portion of the Benefitted Property, their heirs, personal representatives, grantees, successors or assigns, the reimbursement or expense set forth in Exhibit D, if and only if such Benefitted Property or part thereof shall utilize the sanitary sewers installed by the Owner. At such time or times as the owners of the Benefitted Property seek connection to the sanitary sewers installed by the Owner, the City shall collect from the owner(s) of the Benefitted

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Property being connected to the said sanitary sewers the allocable amount of the Recapture Amounts set forth in Exhibit D hereof.

8. The parties agree that a true and correct copy of this Agreement, or an appropriate memorandum thereof, shall be recorded with the Office of the Recorder of Deeds of Cook County, so as to provide the owner(s) of the Benefitted Property, their grantees, successors or assigns, with notice of the terms hereof. The cost of the recordation of this Agreement shall be borne solely by the Owner and should the City incur such expense on behalf of the Owner, the Owner agrees to promptly pay the cost thereof within thirty (30) days after receipt of a statement from the City.

9. All Recapture Amounts collected by the City pursuant to this Agreement shall be paid to the Owner or its successors or assigns (as it may, from time to time, designate) within sixty (60) days after collection. It is understood and agreed that the City's obligation to reimburse the Owner shall be limited only to funds actually collected and when collected by the City as Recapture Amounts. This Agreement shall not be construed as creating any obligation upon the City for any reason to make payments from its general corporate funds or from any other funds except those specified herein. The City agrees not to issue any permits for work, connection to the sanitary sewer unless and until such Recapture Amounts have been paid by the owner of the Benefitted Property.

10. The City and its respective officers, employees and agents, shall make all reasonable efforts to make the aforesaid collections of Recapture Amounts but shall not be obligated to bring any suit to enforce the collection of same nor shall the City or any of its respective officers, employees or agents be liable in any manner for failure to make such collections. However, the Owner may sue any party owning Benefitted Property or collection

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thereof, and in the event the Owner initiates litigation to collect said expenses, the City agrees to cooperate with such efforts by allowing, except for privileged documents, full and free access to its books and records referring to the Benefitted Property and collection of any Recapture Amounts therefrom.

Nothing herein shall limit or in any way affect the rights of the City to collect other fees and charges pursuant to City ordinances, resolutions, motions or policies, including but not limited to fees and sewage connection and user charges, as the fees provided for herein are in addition to such other City fees and charges.

11. This Agreement shall be in full force and effect for a period of twenty (20) years from the date set forth above, unless extended by agreement of the parties hereto, or terminated by the agreement of the parties hereto, or by the completion of all duties to be performed hereunder.

12. Should any inspection of the septic system of any of the Benefitted Properties yield that a septic system is not up to the governing code or regulation, the Benefitted Property shall be ordered to correct such code or regulatory violation or cause the Benefitted Property to connect to the Sanitary Sewer Improvements within a period of no less than twenty four (24) months from the date of inspection.

13. This Agreement may be amended by mutual consent of the parties hereto or their successors or assigns, from time to time, by written instrument without the consent of any other person or corporation owning the parcels of property deemed benefitted hereunder.

14. Should any provision of this Agreement or the application of such provision to any person or circumstance be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected.

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15. Except as otherwise herein provided, this Agreement shall insure to the benefit of and be binding upon the successors and assigns of the owner and any assigns of the City.

16. Any party to this Agreement or its successors or assigns may, either in law or in equity, by suit, action, or other proceeding, enforce and compel performance of this Agreement against any other party hereto and its successors and assigns.

17. Any notice to be given hereunder shall be in writing and shall be considered to have been delivered on the date when sent and shall be sent by telegram, Federal Express or by registered mail, postage prepaid, return receipt requested, and delivered as follows:

If to City: City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008
Attn: City Manager

and

James E. Macholl
Storino, Ramello & Durkin
9501 W. Devon Avenue, 8th Floor
Rosemont, IL 60018

If to Owner: Phillip J. Bellagamba and Robin R. Bellagamba
2800 Brockway
Rolling Meadows, IL 60008

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

ATTEST:


CITY OF ROLLING MEADOWS, a
Municipal Corporation

Its: 
DEPUTY CITY CLERK

By: 
MAYOR

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ROBIN R. BELLAGAMBA and
PHILLIP J. BELLAGAMBA as
co-trustees of the Robin R. Bellagamba
Revocable Trust dated November 19, 2018



Robin R. Bellagamba, Co-trustee



Phillip J. Bellagamba, Co-trustee

STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Joe Gallo, personally known to me to be the Mayor of the City of Rolling Meadows, an Illinois municipal corporation, and Judy Brose, personally known to me to be the Deputy City 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 Mayor and Deputy City Clerk, they signed and delivered the said instrument as Mayor and Deputy City Clerk of said municipal corporation, and caused the corporate seal of said City of Rolling Meadows to be affixed thereto, pursuant to authority given by the seal of said City of Rolling Meadows to be affixed thereto, pursuant to authority given by the City Council 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.

Give under my hand and official seal this 22 day of Sept, 2021.



NOTARY PUBLIC

My commission expires: 11.13.22



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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Phillip J. Bellagamba and Robin R. Bellagamba, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act and deed for the use and purposes therein set forth.

Given under my hand and official seal this 22 day of Sept, 2021.



NOTARY PUBLIC

My commission expires: 11-13-22



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EXHIBIT A

LEGAL DESCRIPTION OF OWNER PROPERTY

LOT 12 IN HERMAN KREFT'S WOODLAND, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2800 Brockway Street, Palatine, IL

PIN: 02-34-302-004

OWNER AS OF JULY 2021: Phillip J. Bellagamba, 2800 Brockway Street, Palatine, IL

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EXHIBIT B

SANITARY SEWER IMPROVEMENTS ELIGIBLE COSTS AND FEES

1. Sanitary Sewer Construction Costs:	\$71,850.00
2. Engineering Fees at 3%	\$ 2,155.50
3. Bond Fees	\$ 2,570.00
4. M/W/P/D Permit Fee	<u>\$ 3,125.00</u>
TOTAL	\$79,700.50

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EXHIBIT C

LEGAL DESCRIPTIONS OF BENEFITED PROPERTIES

Parcel 1:

LOT 13 IN HERMAN KREFT'S WOODLAND, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2850 Brockway Street, Palatine, IL
PIN: 02-34-202-005

AND

THE NORTH 90 FEET OF LOT 14 IN HERMAN KREFT'S WOODLAND, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2850 Brockway Street, Palatine, IL 60067
PIN: 02-34-202-017

Parcel 2:

LOT 20 IN HERMAN KREFT'S WOODLAND, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2801 Brockway Street, Palatine, IL 60067
PIN: 02-34-201-007

Parcel 3:

LOT 21 IN HERMAN KREFT'S WOODLAND, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2851 Brockway Street, Palatine, IL 60067
PIN: 02-34-201-008

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AND

THE NORTH 45.24 FEET OF LOT 22 IN HERMAN KREFT'S WOODLAND, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 27, AND PART OF THE NORTHEAST ¼ OF SECTION 34, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

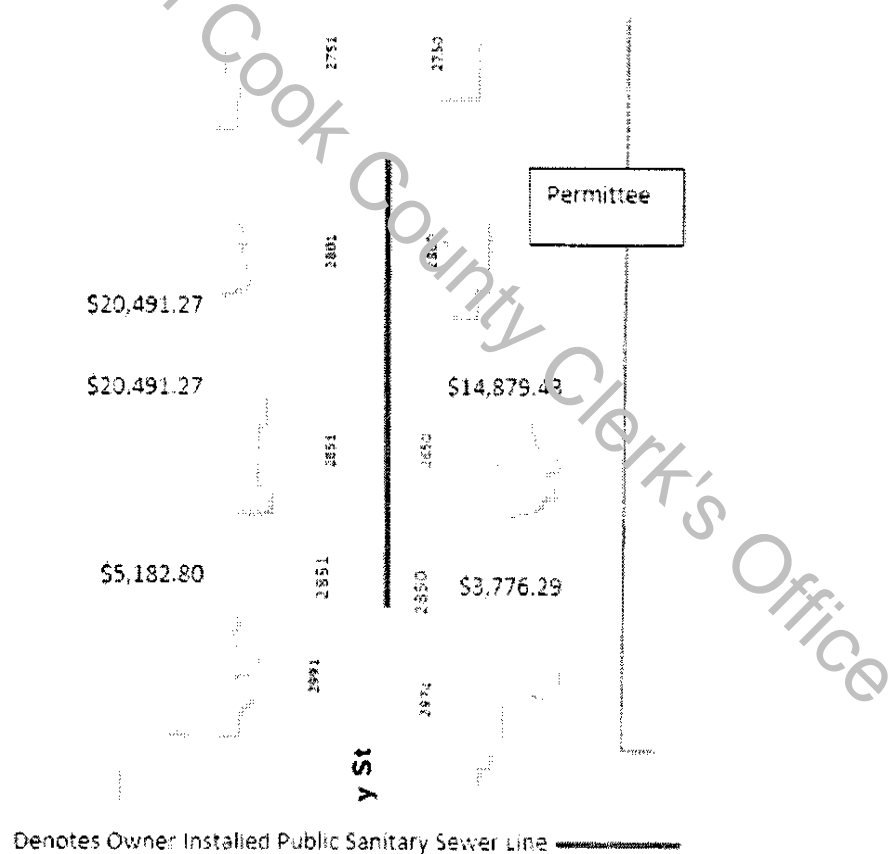
ADDRESS: 2851 Brockway Street, Palatine, IL 60067
PIN: 20-34-201-020-0000

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EXHIBIT D

	Parcel Number	Address	Square Feet	% of Total	Recapture Amount
Permittee	02-34-202-004	2800 Brockway	37767	18.67%	\$ 14,879.43
Benefitted Property	02-34-201-007	2801 Brockway	52011	25.71%	\$ 20,491.27
Benefitted Property	02-34-202-005	2850 Brockway	37767	18.67%	\$ 14,879.43
Benefitted Property	02-34-202-017 (1)	2850 Brockway	9585	4.74%	\$ 3,776.29
Benefitted Property	02-34-201-008	2851 Brockway	52011	25.71%	\$ 20,491.27
Benefitted Property	02-34-201-020	2851 Brockway	13155	6.50%	\$ 5,182.80
(1) Includes only 45' of frontage times lot depth of 213'			164529		
TOTALS			202296	1	\$ 79,700.50



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Exhibit E.

BILL OF SALE

PHILLIP J. BELLAGAMBA and ROBIN R. BELLAGAMBA as co-trustees of the Phillip J. Bellagamba Revocable Trust dated November 19, 2018 and ROBIN R. BELLAGAMBA and PHILLIP J. BELLAGAMBA as co-trustees of the Robin R. Bellagamba Revocable Trust dated November 19, 2018, ("Sellers") of the County of Cook, State of Illinois, in consideration of Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged do hereby grant, sell, transfer and convey unto the City of Rolling Meadows, Illinois, ("City") the following:

Approximately 405 feet of sanitary sewer line installed in the Brockway right-of-way from approximately the south property line of the property at 2851 Brockway street, to the north property line of 2800 Brockway Street. ("Property")

Sellers warrant that they are the owners of the Property and have full right power and authority to execute this Bill of Sale and convey the Property free and clear of all liens, charges and encumbrances. Sellers agree to defend the City against any claims and demands of all persons.

In witness, whereof the Sellers have hereunto set their hands, this 21 day of SEPTEMBER, 2021.

PHILLIP J. BELLAGAMBA and
ROBIN R. BELLAGAMBA as
co-trustees of the Phillip J. Bellagamba
Revocable Trust dated November 19, 2018




PHILLIP J. BELLAGAMBA, Co-trustee



ROBIN R. BELLAGAMBA, Co-trustee

ROBIN R. BELLAGAMBA and
PHILLIP J. BELLAGAMBA as
co-trustees of the Robin R. Bellagamba
Revocable Trust dated November 19, 2018



Robin R. Bellagamba, Co-trustee



Phillip J. Bellagamba, Co-trustee

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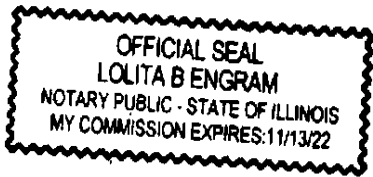
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Phillip J. Bellagama and Robin R. Bellagamba, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act and deed for the use and purposes therein set forth.

Give under my hand and official seal this 22 day of Sept, 2021.

Lolita B Engram
NOTARY PUBLIC

My commission expires: 11-13-22



Property of Cook County Clerk's Office