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Property of Cook County Clerk's Office

JHE:MS
10-3-89

John H. Eckenroad
Village Clerk
Village of Northfield
Northfield, Illinois 60093



John H. Eckenroad

4-23-201-003

I, John H. Eckenroad, Village Clerk of the Village of Northfield, Cook County, Illinois do hereby certify that the attached is a true and complete original Recapture Agreement for Sanitary Sewer to be recorded and attached to the following address: 225 Waukegan Road, Real Estate Index Number

361 Happ Road
Northfield, Illinois 60093-3482
Phone: 448-9200

Northfield

Village of

89472639

Village Hall

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[Handwritten signature]

2011-09-15

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RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("Agreement") is made and entered into as of this 18th day of September, 1989, by and between the VILLAGE OF NORTHFIELD, a municipal corporation of Cook County, Illinois (hereinafter called the "Village") and the COLLEGE OF AMERICAN PATHOLOGISTS, an Illinois not-for-profit corporation (hereinafter called the "Owner").

WHEREAS, the Owner has developed a parcel of land located in the Village of Northfield, Illinois and more particularly described on Exhibit A attached hereto ("Property");

WHEREAS, in connection with the development of the Property, the Village has required, and the Owner has constructed and installed a certain Sanitary Sewer Line running south of the Property, which Sanitary Sewer Line is more particularly identified on Exhibit B attached hereto ("Sanitary Sewer Line");

WHEREAS, the Owner has heretofore entered into that certain Sanitary Sewer Easement with the Missionary Sisters Servants of the Holy Spirit dated December 19, 1988 and recorded as Document No. 8906248 ("Sanitary Sewer Easement");

WHEREAS, the Sanitary Sewer Line may hereafter be used to serve and benefit that property described in the Sanitary Sewer Easement as the "Adjacent Parcel" (which property is hereinafter described as the "Benefitted Parcel");

WHEREAS, the parties have heretofore agreed that the Village and Owner would enter into and adopt a recapture agreement providing that owners of the benefitted parcels pay to the Owner a pro-rata share of the cost of constructing and installing the Sanitary Sewer Line; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Owner shall, upon request by the Village, certify to the Village's reasonable satisfaction the actual amount of the Recapture Costs (as such term is defined and determined in the Sanitary Sewer Easement).

2. Unless otherwise specifically set forth in the Sanitary Sewer Easement, no owner of all or any portion of the Benefitted Parcels ("Benefitted Owner") may subsequently connect to or use the Sanitary Sewer Line, and no building permit may be issued to any such Benefitted Owner until such Benefitted Owner has paid their pro-rata share of the Recapture Costs in the manner and amount set forth in the Sanitary Sewer Easement.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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3. The pro-rata share of the Recapture Costs to be paid by the Benefitted Owner shall be determined in the manner set forth in the Sanitary Sewer Easement. The Village, however, may deduct from all Recapture Costs collected by the Village an amount equal to the reasonable costs and expenses actually incurred by the Village in connection with the collection of the Recapture Costs (including, but not limited to, a reasonable charge for Village staff time) (which costs and expenses are hereinafter referred to as the "Village Costs"); provided, however, in no event shall the total of the Village Costs exceed ten percent (10%) of the total Recapture Costs. The balance of the Recapture Costs, after deducting the Village Costs, shall be distributed by the Village to the Owner.

4. The Village agrees to enact such Ordinances and Resolutions as are necessary to effectuate the terms of this Agreement, which Ordinances and Resolutions shall in all respects be consistent with the terms of this Agreement.

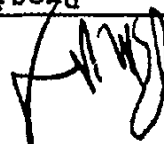
5. This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the validity thereof shall not affect any of the other provisions contained herein.

6. This Agreement shall inure to the benefit of and be binding upon the successors in title of the Owner and upon all successors and assigns of the Village. This Agreement may be amended from time to time with the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above first written.

VILLAGE:

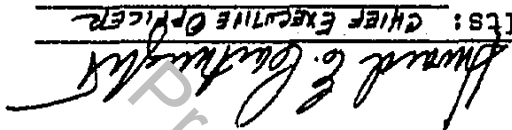
VILLAGE OF NORTHFIELD, a
municipal corporation of
Cook County, Illinois

By: 

President

OWNER:

COLLEGE OF AMERICAN
PATHOLOGISTS, an Illinois
not-for-profit corporation

By: 
Its: Chief Executive Officer

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Lot 2 (except that part used for public roadway) in County Clerk's Division of Section 23, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded October 11, 1876, in Book 11 of Plats, Page 70, as Document No. 106454, Northfield Township, Cook County, Illinois

EXHIBIT A

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COOK COUNTY CLERK'S OFFICE
100 NORTH LAUREL STREET
CHICAGO, ILLINOIS 60602
TEL: (773) 309-3000
WWW.COOKCOUNTYCLERK.COM

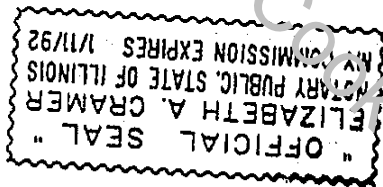
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January 11, 1992

My commission expires:

Elizabeth A. Cramer
Notary Public

September, 1989. Given under my hand and official seal, this 18th day of

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Howard E. Cartwright, personally known to me to be the Chief Executive Officer of the College of American Pathologists, an Illinois not-for-profit corporation 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 severally acknowledged that as such Chief Executive Officer, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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MAINTENANCE EXP. APRIL 27 1988
NOTICE TO STATE DEPARTMENT
SECRET
JAN 21 1988

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