91320955

ORDINANCE NO. 76-613

RECAPTURE AGREEMENT - R.C.A. CONTRACTOR'S, LTD.

THIS AGREEMENT made and entered into this day of May 1976, between the VILLAGE OF ROSELLE, a Municipal Corporation of the County of Cook and the County of DuPage in the State of Illinois ("VILLAGE") and R.C.A. CONTRACTOR'S, LTD., an Illinois Corporation ("DEVELOPER").

W I T N E S S E T H:

91320955

WHEREAS, DEVELOPER has constructed or will construct at its cost, at the request of VILLAGE sanitary sewer lines, water lines, streets, curbs and gutters for the benefit of its property and other properties; and

WHEREAS, the property of DEVELOPER is described as follows:

Lots 8 to 19 inclusive in Block 5 in Boeger Estates Addition to Roselle, a Subdivision of the South ½ of the Southwest ¼ of Section 34, Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois.

WHEREAS, said improvements in the opinion of the VILLAGE will service and benefit certain other properties legally described as follows:

07-34-322-011 / 07-34-326-025
07-34-322-013 / 07-34-326-040

Lot 12 and 13 in Block 2, Lots 10, 11, 12, 13 and 14 in Block 6; Lots 1 and 23 in Block 7 in Boeger Estates Addition to Roselle, a Subdivision of the South ½ of the Southwest ¼ of Section 34, Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois.

and

Lot 10 in Block 6 in Ultra Construction Co.'s resubdivision of part of Blocks 6 and 8 and part of vacated alleys in said blocks, all in Boeger Estates Addition to Roselle, a Subdivision of the South ½ of the Southwest ¼ of Section 34, Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois, hereinafter referred to as BENEFITED PROPERTY.

07-34-326-025

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Village of Roselle
31 S. Prospect St
Roselle, IL 60172

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WHEREAS, the total cost of said improvements to DEVELOPER is approximately SEVENTY THOUSAND ($70,000.00) and no/100 DOLLARS.

WHEREAS, the improvements include one thousand one hundred twenty eight (1128) feet of street.

NOW, THEREFORE, in consideration of the cost to DEVELOPER for said improvements and in consideration of the intended transfer and conveyance of said improvements to the VILLAGE by DEVELOPER and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree that this shall be a contract ordinance and that DEVELOPER or its successors or assigns shall be reimbursed for a portion of its costs relative to said improvement in the amount and on the terms and conditions set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROSELLE, DU PAGE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: THAT the improvements, hereinbefore described in the preambles hereof, shall be accepted by this Village upon the completion of the work and when, as and if the Village engineer certifies that such work has been completed in accordance with the ordinances and standards and specifications of the Village.

SECTION 2: THAT the actual cost to the Village of the improvements described in the preambles hereof, as determined and approved by the Engineer for the Village of Roselle, shall be determined and certified by the Village Engineer and the reimbursement to said DEVELOPER with respect to said improvements shall

be forty-five (45%) per cent of the actual cost of the improvements (which reimbursement is estimated to be forty-five (45%) per cent of seventy thousand ($70,000.00) dollars or thirty-one thousand five hundred ($31,500.00) dollars; provided, however, in no event will DEVELOPER be reimbursed for any amount or to the extent that the actual cost exceeds seventy seven thousand ($77,000.00) dollars or ten (10%) per cent). Such reimbursement of forty-five (45%) per cent of the actual cost is based on the determination that the surrounding properties will benefit to the extent forty-five (45%) per cent of the improvements.

SECTION 3: THAT the equitable proper share of the cost of such construction to be borne by the owner of any property described in the preambles hereof (other than DEVELOPER) seeking to connect to the improvements heretofore described or seeking to build within the Village, in addition to the other fees required by the ordinances of this Village, is a sum to be computed in accordance with the following formula:

$$\frac{\text{The Contract Price of the Improvements}}{1128 \text{ feet}} \times 45\%$$

multiplied by the foot frontage of the benefited property.

SECTION 4: THAT all owner or owners of real estate described in the preambles hereof (except for DEVELOPER) and all such owners, their lessees, agents, servants , and independent contractors hired by them, and any persons claiming by, through or under them, shall not make any physical connection to that portion of the Village utilities described in the preambles hereof, nor shall any building permit be issued on the real estate described in the preambles hereof, to any

such person to build a building until such DEVELOPER, or the applicant for such permit, shall pay to the Village Clerk of the Village of Roselle, in addition to the fees required to be paid under the water and sewer or combined water and sewer ordinances, or other ordinances, of the Village of Roselle, a sum equal to the amount described in Section 3 hereof, said sums being hereby fixed as a proportionate share of the cost of constructing and oversizing the improvements hereinbefore described.

SECTION 5: That the Village may at any time maintain, replace or relocate said improvements, in whole or in part, in accordance with its appropriate authority, so long as DEVELOPER continues to receive the services ordinarily provided by such improvements.

SECTION 6: Should the requirements for connection fees and reimbursement to DEVELOPER contained herein be held invalid for any reason by a court having jurisdiction over the matter, such judgment or decree shall nullify any obligation the Village may have under this ordinance and the Village shall have no obligation and shall not be liable for any failure to collect any fees provided for by this ordinance. It is further agreed that DEVELOPER shall indemnify and save harmless the Village for any monies collected and paid to DEVELOPER pursuant to this ordinance which Village may thereafter be required to repay to any person in accordance with any such judgment or decree. The Village agrees to collect the monies when paid hereunder and to refund the same to the DEVELOPER entitled thereto, all in accordance with the terms of this ordinance, and to implement the same by appropriate ordinances; provided, however, that the Village's obligation and liability shall be

limited to collection of all monies when, as and if the same are paid under this ordinance and the prompt payment of the same to the DEVELOPER entitled to receive said monies.

SECTION 7: That all ordinances and parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 8: That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not effect the remainder of this ordinance.

SECTION 9: That this ordinance shall be in full force and effect from and after its passage and approval.

AYES: Marvin, Mielich, Knight, Pileski, Noy, Carroll

NAYS: None

PASSED this 5th day of April, 1976.

APPROVED this 24th day of May, 1976.

ATTEST:

Village Clerk

Village President

IN WITNESS WHEREOF, the parties hereto do hereunto set their hands and seals on the date aforesaid.

VILLAGE OF ROSELLE

By:

ATTEST:

Village Clerk

R.C.A. CONTRACTOR'S, LTD.

By:

ATTEST:

76-613