



**AN AGREEMENT AUTHORIZING REIMBURSEMENT FOR THE  
CONSTRUCTION OF IMPROVEMENTS BENEFICIAL TO THE PUBLIC**

PIN: \_\_\_\_\_

THIS AGREEMENT AUTHORIZING REIMBURSEMENT FOR CONSTRUCTION OF IMPROVEMENTS BENEFICIAL TO THE PUBLIC is entered into this \_\_ day of \_\_\_\_\_, 20\_\_ (hereafter referred to as the "AGREEMENT") by and between the VILLAGE OF PLAINFIELD, a municipal corporation located in Will and Kendall County, Illinois, (hereafter referred to as "VILLAGE") and \_\_\_\_\_ (hereafter referred to "DEVELOPER").

WHEREAS, DEVELOPER is the owner of record of real estate described in Exhibit "A" (hereinafter referred to as the "\_\_\_\_\_ PARCEL"); and

WHEREAS, DEVELOPER has made certain offsite street, roadway, right of way, and utility improvements to \_\_\_\_\_ in the following location: \_\_\_\_\_ (hereinafter referred to as "IMPROVEMENTS"); and

WHEREAS, the IMPROVEMENTS are valuable and substantial improvements benefiting property described in Exhibit "B" and shown in Exhibit "C" which are attached hereto and made a part hereof and which are further described as the "BENEFITING PROPERTY"; and

WHEREAS, it is the opinion of the corporate authorities of the VILLAGE that such IMPROVEMENTS benefit the property described in Exhibit "B"; and

WHEREAS, the VILLAGE is authorized by the Illinois Municipal Code (65 ILCS 5/9-5-1 et. seq.) to enter into agreements to provide for the recapture of offsite improvement costs.

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

**SECTION 1**

The foregoing recitals are hereby incorporated by reference into the body of this Agreement as if fully set forth and repeated.

**SECTION 2**

The cost of the IMPROVEMENTS, as described in Exhibit "B", attached hereto and made a part hereof, have been estimated in the sum of \_\_\_\_\_ (\_\_\_\_\_) dollars. The DEVELOPER shall be entitled to recapture \_\_\_\_\_ (\_\_\_\_%) percent of those costs constituting the IMPROVEMENTS in the amount of \_\_\_\_\_ (\_\_\_\_\_) dollars from the BENEFITING PROPERTY as described in Exhibit "B".

At the time the Village accepts the improvements for which recapture is sought, the DEVELOPER will have 60 days to file said certified costs with the Village. Should the DEVELOPER fail to file said certified costs within 60 days, this AGREEMENT will become null and void. Village acceptance, for the purposes of recapture, will occur at the time of the Village Board reduces the DEVELOPER's performance guarantee (letter of credit or bond) for recapturable improvements.

The VILLAGE recognizes certain improvements may occur in stages, therefore the following certification process is permitted:

- A) Roadways: Certification may occur in two phases. Phase one may include: excavation, sub-base, base course, binder course, curb and gutter, sidewalk, and storm sewer. Phase two encompasses all remaining improvements which may include final surface course, striping, and lighting.
- B) Water and sanitary sewer: Certification will occur in one phase: at completion.

**SECTION 3**

The VILLAGE agrees to assist the DEVELOPER in collecting said sum of \_\_\_\_\_ from the BENEFITING PROPERTY, including requiring said payment as a condition of any final plat of subdivision or before any building permits are issued, whichever occurs first, as to the BENEFITING PROPERTY.

**SECTION 4**

The payment set forth in the preceding paragraph, plus any applicable interest, when collected by the VILLAGE, shall be promptly paid to the DEVELOPER as soon as practical after the first (1<sup>st</sup>) day of the month following the month of the receipt of such payments but, in any event, no later than the thirtieth (30<sup>th</sup>) day of the month following the month of this receipt.

#### **SECTION 5**

The term of this Agreement shall remain in full force and effect until the earlier of which occurs (i) such time as the DEVELOPER has been fully reimbursed for that portion of the reimbursement attributable to the BENEFITING PROPERTY as herein provided; or (ii) ten (10) years from the date of this Agreement.

#### **SECTION 6**

Interest at the rate of four percent (4%) per annum will be charged on any unpaid amounts beginning two years after the completion and acceptance of the VILLAGE of said improvements or execution of this Agreement, whichever occurs sooner. An administrative fee shall be charged at the rate of two percent (2%) of the total recapturable amount payable to the VILLAGE to cover administrative costs of the recapture agreement.

#### **SECTION 7**

Furthermore, the Village shall not be obligated to make any payments to the DEVELOPER unless said recapture funds are actually received from the benefiting property owners. Also, the DEVELOPER shall bear all costs of enforcing or defending the implementation of this Agreement and shall hold the Village harmless and pay on behalf of the Village and its officers any damages assessed them as a result of the entry into or enforcement of this Agreement.

#### **SECTION 8**

The VILLAGE shall make efforts to forward any recapture payment amounts as set forth herein, but shall not be obligated to bring any suit to enforce the collection of same, nor shall the VILLAGE or any of its officials be liable to the DEVELOPER or his successors or assigns in any manner for failure to make such collections.

#### **SECTION 9**

Any modifications to the VILLAGE'S standard recapture agreement provisions are set forth in Exhibit D. The DEVELOPER and VILLAGE agree that should any conflicts between Exhibit D and the text of this AGREEMENT exist, the provisions of the text shall supersede those of Exhibit D.

#### **SECTION 10**

Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be: (i) delivered personally, with receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered

or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective:

- a) upon receipt or refusal if delivered personally or by telecopy facsimile;
- b) one (1) business day after depositing such with an overnight courier service; or
- c) two (2) business days after the deposit in the mail, if mailed.

A party may change its address for receipt notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the VILLAGE: Village Clerk  
Village of Plainfield  
24000 W. Lockport Street  
Plainfield, IL 60544

If to DEVELOPER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 11**

If any provision, clause, word or designation of this Agreement is held to be invalid by any court or competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of the fees or interest payable hereunder exceeds the amount that may be recaptured by the DEVELOPER under currently existing or subsequently enacted by law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the fees and interest payable maybe given force and effect. The parties agree all actions instituted to enforce this Agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and hereby waive venue in any other court of competent jurisdiction.

APPROVED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_.

VILLAGE OF PLAINFIELD

BY: \_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY BEING**  
**DEVELOPED WITH OFFSITE IMPROVEMENTS**

**EXHIBIT B**  
**DESCRIPTION OF BENEFIT AREA & ESTIMATED COST**

**LEGAL DESCRIPTION(S):**

**ENGINEER'S ESTIMATE: \$**

<b>Description</b>	<b>Cost</b>
Construction	
Engineering	
Legal	
Interest	
Easement Acquisition	
<b>Total</b>	

**DISTRIBUTION:**

<b>Parcel</b>	<b>Owner</b>	<b>PIN</b>	<b>Acres</b>	<b>Cost Percentage</b>	<b>Dollar Cost</b>

**EXHIBIT C**  
**MAP OF BENEFIT AREA**

**EXHIBIT D**  
**AMENDMENTS TO AGREEMENT**